



APPENDICES TO THE

THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

BOROUGH OF OCEANPORT | MONMOUTH COUNTY, NEW JERSEY

NOVEMBER 2019



FAIR SHARE PLAN APPENDICES

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2. Planning Board Resolution
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Appendix 1. FSHC Settlement Agreement



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May 17, 2019

Andrew Bayer, Esq.
Pashman Stein Walder Hayden P.C.
Bell Works
101 Crawfords Corner Road
Holmdel, NJ 077331985

**Re: In the Matter of the Application of the Borough of Oceanport, County
of Monmouth, Docket No. MON-L-2528-15**

Dear Mr. Bayer:

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

Background

Oceanport filed the above-captioned matter on July 7, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, *supra*. Through the declaratory judgment process, the Borough and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households. This settlement upon approval by the court at a duly-noticed fairness hearing will supersede the prior May 7, 2015 settlement agreement between Oceanport and FSHC except to the extent that specific terms of that agreement are specifically incorporated in this agreement.

Settlement terms

The Borough and FSHC hereby agree to the following terms:

1. FSHC agrees that the Borough, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.

3. FSHC and Oceanport hereby agree that Oceanport's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)	2
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	149
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	142

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Borough's efforts to meet its present need include the following: participation in the Monmouth County rehabilitation program and funding of up to 2 units if and when Oceanport residents apply for the program. This is sufficient to satisfy the Borough's present need obligation of 2 units.
6. The municipality has a realistic development potential (RDP) of 33 units (31 units as calculated in in Exh. A. plus an additional 2 unit RDP generated by the Borough Hall property for a total of 33 units). That RDP will be satisfied as follow:

	Rental	Senior	Family	Units	Rental Bonus	Total Credits
Special Needs						
Elizabeth Drive - Existing	x			4	4	8
Inclusionary Housing						
Oceanport Village - Existing	x		x	12	0	12
Borough Hall Site – Proposed, Redevelopment Plan Adopted			x	3	0	3
100% Affordable Housing						
Oceanport Manor – Existing (5 of 12)	x		x	5	5	10
Total				24	9	33

The RDP of 33, subtracted from the Prior Round prospective need of 149 and the Third Round prospective need of 142 units, results in an unmet need of 258, which is addressed by the following mechanisms:

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

- (1) FORT MONMOUTH – There are 720 residential housing units in the Fort Monmouth Reuse and Redevelopment Plan in Oceanport with a mandatory twenty percent set-aside which if all built would result in at least 144 affordable housing units as follows:

Officer Housing: 116 total units (24 affordable housing units) (under construction, COs anticipated soon);

Lodging Area: 185 total units (37 affordable housing units) (under contract with Somerset Development for purchase);

Barker Circle: 75 total units (15 affordable housing units) (no designated developer at this time, but FMERA in negotiations with potential developer);

AcuteCare: 81 total age-restricted units (17 affordable housing units) (under construction)

Nurses Quarters: 34 total units (7 affordable housing units) (no designated developer at this time, but FMERA in negotiations with potential developer); and

400 Area: 229 total units (46 affordable housing units) (no designated developer at this time)

The Borough is required to review each development in Fort Monmouth within the Borough's boundaries through N.J.S.A. 52:27I-34. Through this process, the Borough will ensure that each development listed above complies with UHAC and the terms of this settlement agreement, including that in each development at least thirteen (13) percent very low-income units shall be priced at 30 percent of median income.

The Borough will include in its Housing Element and Fair Share Plan: (a) references to the applicable FMERA rules; (b) key quotations from all applicable FMERA rules; and (c) known facts at the time of adoption of the Housing Element and Fair Share Plan about the above developments. The Borough will also include in its annual updates pursuant to paragraph 17 the status of the above-referenced developments and any other developments with affordable housing units on Fort Monmouth within the Borough.

The Borough agrees for the above projects to take actions within the control of the municipality that are necessary to facilitate the developments referenced above and to enforce the requirements of this Agreement in approvals by the Borough as to the affordable units in those developments.

In addition to the above-referenced developments on Fort Monmouth, the parties recognize that HabCore, by virtue of a 2008 agreement with FMERA, has the right to build 16 units of single room occupancy housing on a site that FMERA has since deemed unsuitable for such construction. That 2008 agreement indicates that the 16 units are for homeless residents as defined by HUD but HabCore currently represents it is seeking approval from FMERA for additional affordable housing rental units so that all of the units on this site will have residents who are income qualified for low and moderate housing as defined by the COAH guidelines, and this site will be deed restricted to low and moderate income residents. FMERA has identified an alternate site on Fort Monmouth for such housing but at the time of this

agreement, HabCore believes that the alternate site limited to only 16 units of SRO homeless residents is not entirely feasible and that additional units are necessary to make the site more feasible for development. Nothing in this Agreement shall preclude HabCore from seeking such additional units from FMERA and nothing in this Agreement shall preclude the Borough or FSHC from taking any position it wishes in response to HabCore's requests for additional units, provided, however, that any position asserted by either party shall not be considered to be a breach of this agreement.

- (2) The Borough will adopt overlay zoning as part of the compliance phase of this litigation on the following properties along East Main Street allowing for residential development at a density of 20 units/acre with a 15 percent rental or 20 percent for-sale set-aside, provided that any such development approved from this overlay zoning must at least create a minimum of one affordable unit:

Property	Lot Area
Block 88, Lot 34	0.46 acres
Block 88, 35	2.40 acres
Block 101, Lot 1	0.11 acres
Block 101, Lot 2	0.23 acres
Block 101, Lot 3	0.12 acres
Block 101, Lot 4	0.12 acres
Block 101, Lot 5	0.18 acres
Block 101, Lot 6	0.26 acres
Block 101, Lot 7	0.17 acres
Block 101, Lot 8	0.40 acres
Block 101, Lot 9	0.08 acres
Block 121, Lot 3.01	0.33 acres
Block 121, Lot 4	0.41 acres
Total Area	5.27 acres

- (3) The Borough will adopt overlay zoning as part of the compliance phase of this litigation on Block 122, Lot 28, a 15.2 acre unconstrained portion of the Monmouth Park Racetrack property owned by the New Jersey Sports and Exposition Authority, that permits development of that portion of the property at 12 units/acre with a 15 percent set-aside (rental) or 20 percent set-aside (for-sale). The zoning may be age-restricted and shall contain a provision only allowing the zoning to be triggered and relied upon by any developer if there is the complete cessation of live horse racing activity of any kind at the Monmouth Park Racetrack.
- (4) The remaining 7 of the 12 constructed units at Oceanport Village will address unmet need.
- (5) The Borough will maintain its existing zoning on the Old Wharf site, Block 121, Lots 1.01 and 2, in section 390-31.3 of the Oceanport Code, which allows a development

- of twenty (20) total units with a twenty percent (20%) percent set-aside of four (4) affordable units on this site.
- (6) The Borough shall adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) units or more. The set aside for rental developments shall be fifteen percent (15%) and the set aside for for-sale developments shall be twenty percent (20%). The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. The form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Borough.
- (7) The Borough maintains its stipulation from the May 7, 2015 Settlement Agreement with Fair Share Housing Center that the Oceanport Gardens apartments were built and occupied prior to April 1, 1980. The Borough will not utilize any claimed credits from the Oceanport Gardens apartments to satisfy its unmet need at this time, but reserves the right to seek credit for those units and/or additional affordability controls placed on those units in the Fourth Round in accordance with then-applicable law, with FSHC maintaining its right to take any position it wishes in response to any such request.
7. The Borough will provide a realistic opportunity for the development of affordable housing through the adoption or maintenance of zoning and/or the implementation of a Redevelopment Agreement as follows:
- (1) Maintenance of existing Old Wharf zoning.
- (2) As to the Borough Hall Redevelopment Plan, a Redevelopment Agreement was executed between the Borough and the designated redeveloper, Martelli at Oceanport, LLC, on May 1, 2018. That Agreement provides in relevant part at paragraph 4.01(e) that "Buyer agrees to construct and/or establish 3 affordable units of the size and type as approved by the Borough, and shall record a deed restriction (approved by the Borough) in favor of the Borough limiting the development of such property for affordable housing units." The Borough agrees to only approve a size and type of affordable units consistent with this Agreement as follows: one very-low-income, one low-income, one moderate-income unit; and either one one-bedroom unit, one two-bedroom unit, and one three-bedroom unit or three two-bedroom units, and otherwise be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation.
- (3) Overlay zoning referenced to address unmet need in paragraph 6, subparagraphs (2) and (3) and town-wide set-aside ordinance referenced in subparagraph (6) shall be adopted prior to the final compliance hearing in this matter pursuant to paragraph 14 of this Agreement.
8. The Borough will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:

Oceanport Manor. The Oceanport Manor Apartments is a facility with 12 affordable family rental units located on Block 110, Lot 18.01 in the R-5 district. The property is .902 acres. The project is owned and administered by the Affordable Housing Alliance. The property has 15 year affordability controls and these will be extended to 30 years and documentation provided of that having been done during the compliance phase of this litigation, consistent with a PILOT agreement between the Affordable Housing Alliance and the Borough. Additionally, the Borough has entered into a PILOT agreement with Affordable Housing Alliance. The affordable units will be accessible and adaptable as required by the Fair Housing Act and the Barrier Free Subcode.

Elizabeth Drive Group Home. Allies Inc. is an experienced provider of supportive and special needs housing within Monmouth County and across the State. Allies Inc. is the current owner of a dwelling located at 39 Elizabeth Drive (Block 139, Lot 23) which consists of four (4) bedrooms available to low income residents. This group home is currently licensed by NJ Department of Human Services, Division of Developmental Disabilities ('DDD') and is not age-restricted. Affordability controls in the form of a 20-year affordable housing deed restriction was placed on the home in September 2007. The group home provides a total of four (4) low bedroom units.

9. The Borough agrees to require 13% of all affordable units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:
 - 2 of the 12 units at Oceanport Manor are very low income units.
 - 1 of the 3 units at Borough Hall will be very low income.
 - The Borough will require that 13 percent of the affordable units at each development within the Borough's boundaries on Fort Monmouth will be affordable to very low income households.
 - The Borough will as part of amending its general affordable housing ordinance include a requirement that 13 percent of the affordable units at each future development will be affordable to very low income households, which shall also apply to both the overlay zoning and town-wide set-aside ordinance referenced in paragraph 6.
10. The Borough shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
 - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.

- e. The Borough agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
11. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, STEPS, OCEAN, Inc., the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch, and Trenton branches of the NAACP, and the Supportive Housing Association. As part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, the Borough and/or its administrative agent shall also provide notice to those organizations of all available affordable housing units. The Borough and/or its administrative agent also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
 12. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Borough as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Borough annually within 30 days of the publication of determinations of median income by HUD as follows:
 - a. Regional income limits shall be established for the region that the Borough is located within (i.e. Region 4) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
 - b. The income limits attached hereto as Exhibit B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median

- income for FY 2018, and shall be utilized until the Borough updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Borough annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
 - d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.
13. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
14. As an essential term of this Agreement, within one hundred and twenty (120) days of Court's approval of this Agreement, the Borough shall introduce and adopt an ordinance or ordinances providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.
15. The parties agree that if a decision of a court of competent jurisdiction in Monmouth County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its prospective need for the Third Round, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
16. The Borough shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442

N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Borough, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Borough agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

17. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
18. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the ten-year period of protection provided in this Agreement. The Borough agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
 - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
19. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

20. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
21. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$15,000 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
22. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
23. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Monmouth County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
24. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
27. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
28. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
29. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the

presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

30. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
31. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
32. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
33. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
34. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

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

TO THE BOROUGH:

Andrew Bayer, Esq.
Pashman Stein Walder Hayden P.C.
Bell Works
101 Crawfords Corner Road, Suite 4202
Holmdel, NJ 07733-1985
Telecopier: (732) 852-2482
Email: abayer@pashmanstein.com

**WITH A COPY TO THE
MUNICIPAL CLERK:**

Jeanne Smith, Borough clerk
315 E. Main Street
Oceanport, NJ 07757

Telecopier: (732) 222-0904
Email: jsmith@oceanportboro.com

Please sign below if these terms are acceptable.

Sincerely,



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

On behalf of the Borough of Oceanport, with the authorization
of the governing body:

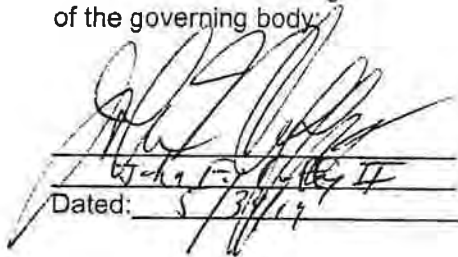

Dated: 5/15/19

EXHIBIT A: VACANT LAND ADJUSTMENT

Vacant Land Adjustment Analysis
Borough of Oceanport

Site #	Block	Lot	Prop. Class	Address	Property Owner	Lot Size	Constrained Area	Unconstrained Area	Comments / Exclusion Discussion	Area Contributing Toward the RDP	RDP Generated (Edyfac204)
1	1	11	1	11 WERAH PL	HERSHENOV, SAUL & WEST LYNN S	0.39	0.14	0.25	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
2	1	13	15C	AUSABLE AVE	BORO OF OCEANPORT	0.48	0.27	0.20	Undersized lot and/or undersized developable land	0.00	0.00
3	1	16 01	1	18 AUSABLE AVE	HEMENWAY CONSTRUCTION, INC.	0.43	0.00	0.43	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
4	1	23 03	1	445 RIVER ST	REYNOLDS, RAYMCND C	0.50	0.03	0.46	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
5	2	22	1	BRANCHPORT AVE	VOORHEES, ERIC	0.23	0.00	0.23	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
6	2	25	1	66 SHREWSBURY AVE	BACHSTADT, CARL	0.39	0.00	0.29	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
7	6	1	15C	IROQUOIS AVE	BORO OF OCEANPORT	3.67	0.00	3.67	Community Center Park (ROSI)	0.00	0.00
8	8	18	1	TECUMSEH AVE	BACHSTADT, CARL	0.23	0.00	0.23	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
9	12	20	15C	MONMOUTH BLVD	BORO OF OCEANPORT	0.18	0.00	0.18	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
10	15	13	1	ALCONQUIN AVE	SPREEN, WILLIAM H JR	0.14	0.00	0.14	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
11	16	18	1	HIAWATHA AVE	ZOLOFRA, MARIO	0.07	0.00	0.07	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
11	16	19	1	HIAWATHA AVE	ZOLOFRA, MARIO	0.07	0.00	0.07	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
12	18	1	15C	PORT AU PECK AVE	BORO OF OCEANPORT	0.28	0.00	0.28	Incorporated into Blackberry Bay Park; single family neighborhood	0.00	0.00
12	18	2	15C	WYANDOTTE AVE	BORO OF OCEANPORT-PARK	0.34	0.00	0.34	Incorporated into Blackberry Bay Park; single family neighborhood	0.00	0.00
12	18	3	15C	WYANDOTTE AVE	BORO OF OCEANPORT-PARK	0.34	0.13	0.22	Incorporated into Blackberry Bay Park; single family neighborhood	0.00	0.00
12	18	4	15C	WYANDOTTE AVE	BORO OF OCEANPORT-PARK	0.34	0.10	0.25	Incorporated into Blackberry Bay Park; single family neighborhood	0.00	0.00
12	18	5	15C	WYANDOTTE AVE	BORO OF OCEANPORT-PARK	0.34	0.09	0.26	Incorporated into Blackberry Bay Park; single family neighborhood	0.00	0.00
12	18	6	15C	WYANDOTTE AVE	BORO OF OCEANPORT-PARK	0.34	0.27	0.07	Incorporated into Blackberry Bay Park; single family neighborhood	0.00	0.00

Vacant Land Adjustment Analysis
Borough of Oceanport

Site #	Block	Lot	Prop Class	Address	Property Owner	Lot Size	Constrained Area	Unconstrained Area	Comments / Exclusion Discussion	Area Contributing Toward the RDP	RDP Generated (Edg 3-2016)
12	18	7	15C	WYANDOTTE AVE	BORO OF OCEANPORT-PARK	0.34	0.31	0.03	Incorporated into Blackberry Bay Park; single family neighborhood	0.00	0.00
13	18	8	1	WYANDOTTE AVE	WENNER, THOMAS P & THERESA	0.20	0.11	0.08	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
13	18	9	1	ALCONQUIN AVE	WENNER, THOMAS P & THERESA A	0.18	0.00	0.18	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
14	20	1	15C	440 PORT AU PECK AVE	BORO OF OCEANPORT-PARK	10.03	0.82	9.21	Blackberry Bay Park (ROSI)	0.00	0.00
15	21	1	15C	WYANDOTTE AVE	BORO OF OCEANPORT-PARK	1.62	0.00	1.62	Blackberry Bay Park (ROSI)	0.00	0.00
16	23	9	1	SERAND AVE	PETERSON, DOUGLAS & DEBORAH	0.14	0.00	0.14	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
17	24	701	1	30 MOHICAN AVE	REISNER, RONALD L & ANNE W	0.28	0.00	0.28	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
18	25	1	15C	PORT AU PECK AVE	BORO OF OCEANPORT	5.09	0.72	4.37	Blackberry Bay Park (ROSI)	0.00	0.00
19	26	13	1	MOHICAN AVE	FERREIRA, ALCIDES EST OF % BONITO	0.07	0.00	0.07	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
20	27	6	15C	MOHICAN AVE	BORO OF OCEANPORT-PARK	1.86	0.45	1.41	Blackberry Bay Park (ROSI)	0.00	0.00
21	27	30	1	ITHACA AVE	MAPS, SHERMAN & REGINA	0.21	0.00	0.20	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
22	27	31	1	ITHACA AVE	RESCIGNIO, UMBERTO N	0.41	0.37	0.04	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
23	27	33	1	ITHACA AVE	GRUSKOS, RICHARD	0.28	0.01	0.26	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
24	27	34	1	ITHACA AVE	GATELY, WILLIAM J JR & LINDA	0.28	0.00	0.27	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
25	28	4	1	ITHACA AVE	JOYCE, ROBERT & GEORGIANNA T	0.13	0.00	0.13	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
26	30	6	1	COMANCHE DR	MAYER, EDWARD M	0.27	0.00	0.27	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
27	35	2	15C	SEAWANEA AVE	BORO OF OCEANPORT	1.43	1.40	0.03	Seawanea Preserve (ROSI)	0.00	0.00
28	38	1	1	PCCANO AVE	COLES, WARD V JR	0.35	0.00	0.35	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00

Vacant Land Adjustment Analysis
Borough of Oceanport

Site #	Block	Lot	Prop Class	Address	Property Owner	Lot Size	Constrained Area	Unconstrained Area	Comments / Exclusion Discussion	Area Contributing Toward the RDP	RDP Generated (Edujac 2016)
29	38	7	15C	POCANO AVE	BORO OF OCEANPORT	0.19	0.00	0.19	Sommers Park	0.00	0.00
30	39	1	15C	PCCANO AVE	BORO OF OCEANPORT	0.15	0.00	0.15	Sommers Park (ROSI)	0.00	0.00
31	44	5	1	MONMOUTH BLVD	FERREIRA, ALCIDES EST CF % BONITO	0.11	0.00	0.11	Undersized lot and/or undersized developable land, single family neighborhood	0.00	0.00
32	45	3	1	HERBERT PL	CONNELLY, WILLIAM J III	0.29	0.00	0.29	Undersized lot and/or undersized developable land, single family neighborhood	0.00	0.00
33	56	6	1	WERAH PL	BRISKEY LILLIAN	0.17	0.00	0.17	Undersized lot and/or undersized developable land, single family neighborhood	0.00	0.00
34	65	1	15C	MYRTLE AVE	BORO OF OCEANPORT	6.08	0.00	6.08	Borough Building / Facility	0.00	0.00
35	65	2	15C	433 MYRTLE AVE	BORO OF OCEANPORT	1.92	0.00	1.92	Borough Building / Facility	0.00	0.00
36	65	3 01	1	MYRTLE AVE	REAGOR, GEORGE	25.56	25.02	0.54	Undersized lot and/or undersized developable land	0.00	0.00
37	65	3 07	1	265 PORT AU PECK AVE	HILTON, ROBERT E	1.02	0.16	0.85		0.85	1.17
38	65	4	1	275 PORT AU PECK AVE	275 PORT AU PECK ASSOCIATES LLC	6.89	4.72	2.17		2.17	3.47
39	65	5	1	PORT AU PECK AVE	DECENZO, PETER JR & SANTA	0.99	0.00	0.99		0.99	1.59
40	65	26	1			2.11	1.95	0.16	Undersized lot and/or undersized developable land	0.00	0.00
41	65	31	1	458 BRANCHPORT AVE	NEALE, R, HICKS, R & JAKOVIC, W	0.26	0.00	0.26	Undersized lot and/or undersized developable land, single family neighborhood	0.00	0.00
42	65	34	1	ONONDAGA AVE	OSOLIN, RUTH ANN	13.23	13.20	0.03	Undersized lot and/or undersized developable land	0.00	0.00
43	65	44	3A	MONMOUTH BLVD	MACSTUDY, MINNISC QUAC-KENBUSH	10.19	2.22	7.97		7.97	16.33
44	66	1	1	ONONDAGA AVE	EASTERN VENTURES CONST MINGMT, LLC	0.20	0.20	0.00	Undersized lot and/or undersized developable land, single family neighborhood	0.00	0.00
44	66	2	1	ONONDAGA AVE	EASTERN VENTURES CONST MINGMT, LLC	0.18	0.17	0.01	Undersized lot and/or undersized developable land, single family neighborhood	0.00	0.00
45	66	3	1	SHREWSBURY AVE	MANGAN, MAURY	0.21	0.21	0.00	Undersized lot and/or undersized developable land, single family neighborhood	0.00	0.00

Vacant Land Adjustment Analysis
Borough of Oceanport

Site #	BLOCK	LOT	PROP CLASS	ADDRESS	PROPERTY OWNER	LOT SIZE	CONSTRAINED AREA	UNCONSTRAINED AREA	COMMENTS / EXCLUSION DISCUSSION	AREA CONTRIBUTING TOWARD THE RDP	ROP GENERATED (644/AC206)
45	66	4	1	SHREWSBURY AVE	MANCAN, MAURY	0.22	0.22	0.00	Undersized lot and/or undersized developable land, single family neighborhood	0.00	0.00
45	66	5	1	SHREWSBURY AVE	MANCAN, MAURY	0.49	0.31	0.17	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
45	66	7	1	SHREWSBURY AVE	MANCAN, MAURY	0.30	0.16	0.13	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
46	66	8	1	SHREWSBURY AVE	EASTERN REALTY HOLDINGS LLC	0.16	0.00	0.16	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
46	66	9 01	1	SHREWSBURY AVE	EASTERN REALTY HOLDINGS LLC	0.77	0.76	0.01	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
47	66	14	15C	ONONDAGA AVE	BORO OF OCEANPORT	0.82	0.65	0.17	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
48	66	15	1	SHREWSBURY AVE	NEWBORD WOOD INC	0.15	0.12	0.03	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
49	67	5	1	ONONDAGA AVE	CLUPPARI, PAUL J & GIUSEPPE	0.23	0.01	0.22	Undersized lot and/or undersized developable land, single family neighborhood	0.00	0.00
50	71	8	1	SEMINOLE AVE	DIFEO, SAMUEL F	0.51	0.43	0.03	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
51	71	9	1	SEMINOLE AVE	MANCINI, ANTHONY M	0.24	0.24	0.01	Undersized lot and/or undersized developable land, single family neighborhood	0.00	0.00
51	71	10	1	SEMINOLE AVE	MANCINI, ANTHONY M	0.54	0.51	0.03	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
52	73	7	1	SHORE RD	ADAM'S, JANE F	0.40	0.00	0.40	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
53	74	5	1	SHORE RD	ADAM'S, JANE F	0.12	0.00	0.12	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
54	74	7	15C	GOOSENECK POINT RD	BORO OF OCEANPORT	0.04	0.00	0.04	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
55	75	7	15C	MONMOUTH BLVD	COUNTY OF MONMOUTH	0.32	0.00	0.32	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
56	75	8	1	MYRTLE AVE	FERREIRA, ALCIDES EST OF % BONITO	0.02	0.00	0.02	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
57	76	2	1	ADRIAN AVE	STASS, JOAN SQUEO	0.11	0.00	0.11	Undersized lot and/or undersized developable land, single family neighborhood	0.00	0.00
58	76	10	15C	DRIVEWAY	COUNTY OF MONMOUTH	0.59	0.00	0.59	Undersized lot and/or undersized developable land; County owned land	0.00	0.00

Vacant Land Adjustment Analysis
Borough of Oceanport

Site #	Block	Lot	Prop Class	Address	Property Owner	Lot Size	Constrained Area	Unconstrained Area	Comments / Exclusion Discussion	Area Contributing Toward the RDP	RDP Generated (840,232 sq ft)
58	76	10 02	15C	DRIVEWAY	COUNTY OF MONMOUTH	0.12	0.00	0.12	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
59	76	13	1	DRIVEWAY	ORCHARDIAN, LUCILLE	0.14	0.00	0.14	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
60	76	21	15C	ARNOLD AVE	BORO OF OCEANPORT-CHARLES PARK	1.38	0.40	0.98	Charles Park (ROSI)	0.00	0.00
60	76	22	15C	MONMOUTH BLVD & ARNOLD AVE	BORO OF OCEANPORT	0.05	0.00	0.05	Charles Park (ROSI)	0.00	0.00
60	76	23	15C	MONMOUTH BLVD	BORO OF OCEANPORT	0.10	0.00	0.10	Charles Park (ROSI)	0.00	0.00
61	81	10	1	ASBURY AVE	WINGERTER, JOYCE V	0.13	0.00	0.13	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
62	83	1	1	MILTON AVE	JAMPEL & MORLEY ETALS	0.11	0.00	0.11	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
63	87	1	15C	SPRING LAKE AVE	BORO OF OCEANPORT	0.12	0.07	0.05	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
64	88	8 03	1	SEA GIRT AVE	SEA GIRT AVE LLC	1.23	1.10	0.13	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
65	88	9 01	15C	BRADLEY AVE	BORO OF OCEANPORT	0.17	0.00	0.17	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
66	88	16 01	15C	RELWOF AVE	BORO OF OCEANPORT	0.05	0.00	0.05	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
67	88	19	15C	BRIDGEWATERS DR	BORO OF OCEANPORT	0.28	0.17	0.11	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
68	88	20	1	BRIDGEWATERS DR	NEW JERSEY SPORTS & EXPOSITION AUTH	0.24	0.23	0.01	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
69	88	22	1	BRIDGEWATERS DR	SEARS, REGINAL A	0.09	0.00	0.09	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
70	88	26 01	1	EAST MAIN ST	OCEANPORT CENTER LLC	4.90	0.00	4.90	Oceanport Village inclusionary project; under construction	0.00	0.00
71	88	26 02	15C	PORT AU PECK AVE	BOROUGH OF OCEANPORT	39.87	21.74	18.13	Maria Gatta Community Park (ROSI)	0.00	0.00
72	89	2	1	27 SPRING LAKE AVE	A & E ENTERPRISES	0.21	0.17	0.04	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
73	93	4	15C	ASBURY AVE	BORO OF OCEANPORT	0.04	0.00	0.04	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00

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Site #	Block	Lot	Prop Class	Address	Property Owner	Lot Size	Constrained Area	Unconstrained Area	Comments / Exclusion Discussion	Area Contributing Toward the RDP	RDP Generated (24/3/2016)
74	99	1	1	ELKWOOD AVE	V A L FLOORS INC	3.40	3.10	0.30	Undersized lot and/or undersized developable land	0.00	0.00
75	100	1	1	BRIDGEWATERS DR	BRIDGEWATER TOWNHOUSE CONDO ASC	4.06	0.99	3.07	Open space set-aside in a residential development	0.00	0.00
76	101	1	1	E MAIN ST	TEICHER, LILA C	0.11	0.00	0.11	Undersized lot and/or undersized developable land	0.00	0.00
77	101	7	1	BRIDGEWATERS DR	BRUMMER, ROBERT FRED & JUDITH LEE	0.17	0.00	0.17	Undersized lot and/or undersized developable land	0.00	0.00
78	101	9	1	BRIDGEWATERS DR	FERREIRA, ALEIDES EST OF % BONITO	0.08	0.05	0.03	Undersized lot and/or undersized developable land	0.00	0.00
79	102	1	1	BRIDGEWATERS DR	HARBOR POINTE CONDO ASSOC	2.12	0.23	1.90	Open space set-aside in a residential development	0.00	0.00
80	103	1	15C	EAST MAIN ST	BORO OF OCEANPORT	2.36	0.00	2.36	Old Wharf Park (ROSI)	0.00	0.00
80	103	2	15C	EAST MAIN ST	BORO OF OCEANPORT	0.64	0.00	0.64	Old Wharf Park (ROSI)	0.00	0.00
81	105	4	1	66 RIVERSIDE AVE	SHALLEY, MARY T.	0.56	0.42	0.15	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
82	105	8	15C	ORCHARD ST	BORO OF OCEANPORT	1.17	1.16	0.01	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
83	105	9	1	ORCHARD ST	HODGES, ROBERT & BETTY Y	0.67	0.66	0.01	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
84	105	10	15C	ORCHARD ST	BORO OF OCEANPORT	1.82	1.80	0.02	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
85	107	2	15C	132 HORSENECK POINT RD	BORO OF OCEANPORT	5.25	4.57	0.68	Horseneck Preserve (ROSI)	0.00	0.00
86	108	2.01	1	HORSENECK POINT RD	MURRAY, BRIAN & DIANE	0.35	0.04	0.31	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
87	108	3	1	HORSENECK POINT RD	CROLL, TOBY & BILLIE RAE	0.22	0.10	0.12	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
88	108	6	1	HORSENECK POINT RD	BACHSTADT, CARL	0.43	0.39	0.04	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
89	108	9	1	ORCHARD AVE	MAHALIK, WILLIAM S & BETTY	0.36	0.22	0.14	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
90	108	10	15C	ORCHARD AVE	BORO OF OCEANPORT	0.77	0.47	0.30	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00

Vacant Land Adjustment Analysis
Borough of Oceanport

Site #	Block	Lot	Prop Class	Address	Property Owner	Lot Size	Constrained Area	Unconstrained Area	Comments / Exclusion Discussion	Area Contributing Toward the RDP	RDP Generated (640,000 sq ft)
91	108	12	1	ORCHARD AVE	PALLUMBO, CHARLES R.	0.22	0.06	0.16	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
92	108	13	15C	LEONARD AVE	BORO OF OCEANPORT	0.50	0.48	0.02	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
93	109	7	1	HORSENECK POINT RD	SCHNEIDER, H ALAN & LAURA M	0.22	0.00	0.22	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
94	110	25	1	350 OCEANPORT AVE	OLD WHARF PARK LUXURY TOWN-HOUSES, L.L.	0.80	0.00	0.80	Residentially developed	0.00	0.00
95	111	8	1	9 ARCANIA AVE	RYAN, EDWARD W & EDITH F	0.55	0.00	0.55	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
96	113	2 02	15C	3 PEMBERTON AVE	BORO OF OCEANPORT	0.25	0.00	0.25	Municipally-sponsored housing site (Pemberton Avenue)	0.00	0.00
97	115	13	15C	TRINITY PL	BORO OF OCEANPORT	1.25	0.00	1.25	Trinity Park (ROSI)	0.00	0.00
98	116	11	1	MAIN ST	CONSOLIDATED RAIL CORP % TAX DEPT	0.79	0.34	0.45	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
99	116	21	1	PEMBERTON AVE	WIDMAIER, ARTHUR C. & CAROL A	0.76	0.55	0.21	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
100	117	5	15C	PEMBERTON AVE	BORO OF OCEANPORT	0.24	0.00	0.24	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
101	117	20 01	15C	PLEASANT PL	BORO OF OCEANPORT	0.35	0.00	0.35	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
102	117	27 011	1	KIMBERLY WOODS	KIMBERLY WOODS C/O MULLANEY & ASC	0.48	0.00	0.48	Undersized lot and/or undersized developable land	0.00	0.00
103	117	27 231	1	KIMBERLY WOODS	KIMBERLY WOODS C/O MULLANEY & ASC	0.49	0.00	0.49	Undersized lot and/or undersized developable land	0.00	0.00
104	117	27 217	1	KIMBERLY WOODS	KIMBERLY WOODS C/O MULLANEY & ASC	7.04	2.08	4.96	Open space set-aside in a residential development	0.00	0.00
105	119	4	15C	OCEANPORT AVE	BORO OF OCEANPORT	0.08	0.00	0.08	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
106	119	5	15C	GOLD ST	BORO OF OCEANPORT	1.32	1.05	0.27	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
107	120	1	15C	2 PEMBERTON AVE	OCEANPORT VOLUNTEER FIRST AID	0.58	0.00	0.58	Borough Building / Facility	0.00	0.00
108	120	8	15C	30 PEMBERTON AVE	BORO OF OCEANPORT	0.38	0.20	0.18	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00

Vacant Land Adjustment Analysis
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Site #	Block	Lot	Prop Class	Address	Property Owner	Lot Size	Constrained Area	Unconstrained Area	Comments / Exclusion Discussion	Area Contributing Toward the RDP	RDP Generated (24/1/2018)
109	121	101	1	366 E MAIN ST	366 OCEANPORT, LLC % S MALLEY	1.21	0.16	1.05	Old Wharf Prior Round Inclusionary Site; Housing Element specifies 20 units, including 4 affordable units	1.05	2.42
110	121	2	1	298 E MAIN ST	298 OCEANPORT, LLC % S MALLEY	0.67	0.00	0.67	Old Wharf Prior Round Inclusionary Site; Housing Element specifies 20 units, including 4 affordable units	0.67	1.54
111	121	6	1	HASKELL WAY	K HOVNANIAN @ OCEANPORT, LLC	10.56	9.83	0.73	Undersized lot and/or undersized developable land	0.00	0.00
112	122	34	15C	OCEANPORT AVE	COUNTY OF MONMOUTH; 3D OF CHOSEN FRH	0.36	0.00	0.36	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
113	123	6	15C	OCEANPORT AVE	COUNTY OF MONMOUTH	0.04	0.00	0.04	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
114	123	7	15C	124 OCEANPORT AVE	COUNTY OF MONMOUTH	0.06	0.00	0.06	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
115	123	8	15C	122 OCEANPORT AVE	COUNTY OF MONMOUTH	0.07	0.00	0.07	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
116	123	9	15C	120 OCEANPORT AVE	COUNTY OF MONMOUTH	0.07	0.00	0.07	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
116	125	5	15C	118 OCEANPORT AVE	COUNTY OF MONMOUTH	0.08	0.00	0.08	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
117	127	2	1	OCEANPORT AVE	CONSOLIDATED RAIL CORP % TAX DEPT	3.27	0.00	3.27	Utility right-of-way	0.00	0.00
118	127	2.01	15C	OCEANPORT AVE	COUNTY OF MONMOUTH	0.26	0.00	0.26	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
118	127	3	15C	4 EATONTOWN BLVD	COUNTY OF MONMOUTH	85.83	0.00	85.83	County owned land	0.00	0.00
118	127	6.01	15C	FORT AU PECK AVE	COUNTY OF MONMOUTH	9.21	0.00	9.21	County owned land	0.00	0.00
118	127	7	15C	11 SPRINGFIELD AVE	COUNTY OF MONMOUTH	0.17	0.00	0.17	Undersized lot and/or undersized developable land; County owned land; Single family neighborhood	0.00	0.00
119	127	5	1	EATONTOWN BLVD	WLB OFFICES LLC	0.08	0.00	0.08	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
120	127	part of 4	15C	2 CRESCENT PL	Boro of Oceanport	7.89	0.85	7.04	Borough Open Space (ROS)	0.00	0.00
121	127	2	1	2 SUMMERFIELD AVE	ZENKERT PAUL & ALYSON	4.45	3.36	1.09		1.09	1.74
122	133	3	15C	PINE TREE LANE	BORO OF OCEANPORT	0.82	0.00	0.82	Evergreen Park (ROS)	0.00	0.00

Vacant Land Adjustment Analysis
Borough of Oceanport

Site #	Block	Lot	Prop Class	Address	Property Owner	Lot Size	Constrained Area	Unconstrained Area	Comments / Exclusion Discussion	Area Contributing Toward the RDP	RDP Generated (Acreage)
123	133	17	1	HILL CT	MELONI, CONCETTA & BARONE, MARIE	0.20	0.00	0.20	Undersized lot and/or undersized developable land, single family neighborhood	0.00	0.00
124	136	52	15C	MONMOUTH RD	BORO OF OCEANPORT	2.10	1.72	0.38	Undersized lot and/or undersized developable land, single family neighborhood	0.00	0.00
125	136	54	1	EATONTOWN BLVD	185 MONMOUTH PARKWAY ASSOCIATES	0.61	0.23	0.38	Undersized lot and/or undersized developable land, single family neighborhood	0.00	0.00
126	139	48	1	BRANCH AVE	SILVESTRE, MARIO & MARIA I	0.79	0.00	0.79	Undersized lot and/or undersized developable land, single family neighborhood	0.00	0.00

Land Contributing Toward the RDP (acres)

14.80

Realistic Development Potential 30.46

2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on

		AHPNJ.org										Max Increase		Regional Asset Limit****
		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Rents**	Sales***	
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$63,597	\$68,140	\$72,682	\$81,767	\$90,853	\$94,487	\$98,121	\$105,389	\$112,657	\$119,925	2.2%	5.52%	\$175,679
	Moderate	\$50,878	\$54,512	\$58,146	\$65,414	\$72,682	\$75,589	\$78,497	\$84,311	\$90,126	\$95,940			
	Low	\$31,798	\$34,070	\$36,341	\$40,884	\$45,426	\$47,243	\$49,060	\$52,695	\$56,329	\$59,963			
	Very Low	\$19,079	\$20,442	\$21,805	\$24,530	\$27,256	\$28,346	\$29,436	\$31,617	\$33,797	\$35,978			
Region 2 Essex, Morris, Union and Warren	Median	\$66,755	\$71,523	\$76,291	\$85,828	\$95,364	\$99,179	\$102,993	\$110,622	\$118,252	\$125,881	2.2%	1.22%	\$182,955
	Moderate	\$53,404	\$57,218	\$61,033	\$68,662	\$76,291	\$79,343	\$82,395	\$88,498	\$94,601	\$100,705			
	Low	\$33,377	\$35,762	\$38,146	\$42,914	\$47,682	\$49,589	\$51,497	\$55,311	\$59,126	\$62,940			
	Very Low	\$20,026	\$21,457	\$22,887	\$25,748	\$28,609	\$29,754	\$30,898	\$33,187	\$35,475	\$37,764			
Region 3 Hunterdon, Middlesex and Somerset	Median	\$75,530	\$80,925	\$86,320	\$97,110	\$107,900	\$112,216	\$116,532	\$125,164	\$133,796	\$142,428	2.2%	2.37%	\$205,458
	Moderate	\$60,424	\$64,740	\$69,056	\$77,688	\$86,320	\$89,773	\$93,226	\$100,131	\$107,037	\$113,942			
	Low	\$37,765	\$40,463	\$43,160	\$48,555	\$53,950	\$56,108	\$58,266	\$62,582	\$66,898	\$71,214			
	Very Low	\$22,659	\$24,278	\$25,896	\$29,133	\$32,370	\$33,665	\$34,960	\$37,549	\$40,139	\$42,728			
Region 4 Mercer, Monmouth and Ocean	Median	\$69,447	\$74,407	\$79,368	\$89,289	\$99,209	\$103,178	\$107,146	\$115,083	\$123,020	\$130,956	2.2%	5.19%	\$186,616
	Moderate	\$55,557	\$59,526	\$63,494	\$71,431	\$79,368	\$82,542	\$85,717	\$92,066	\$98,416	\$104,765			
	Low	\$34,723	\$37,204	\$39,684	\$44,544	\$49,605	\$51,589	\$53,573	\$57,541	\$61,510	\$65,478			
	Very Low	\$20,834	\$22,322	\$23,810	\$26,787	\$29,763	\$30,953	\$32,144	\$34,525	\$36,906	\$39,287			
Region 5 Burlington, Camden and Gloucester	Median	\$61,180	\$65,550	\$69,920	\$78,660	\$87,400	\$90,896	\$94,392	\$101,384	\$108,376	\$115,368	2.2%	5.05%	\$161,977
	Moderate	\$48,944	\$52,440	\$55,936	\$62,928	\$69,920	\$72,717	\$75,514	\$81,107	\$86,701	\$92,294			
	Low	\$30,590	\$32,775	\$34,960	\$39,330	\$43,700	\$45,448	\$47,196	\$50,692	\$54,188	\$57,684			
	Very Low	\$18,354	\$19,665	\$20,976	\$23,598	\$26,220	\$27,269	\$28,318	\$30,415	\$32,513	\$34,610			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332	2.2%	0.00%	\$136,680
	Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066			
	Low	\$25,343	\$27,367	\$29,392	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166			
	Very Low	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900			

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

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

** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (Consumer price index for All Urban Consumers (CPI-U); Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, or 2017 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

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



Appendix 2. Planning Board Resolution

**BOROUGH OF OCEANPORT PLANNING BOARD
RESOLUTION
ADOPTING THE HOUSING ELEMENT & FAIR SHARE PLAN
PUBLIC HEARING DATE: FEBRUARY 10, 2020**

WHEREAS, On March 10, 2015, the Supreme Court transferred responsibility to review and approve Housing Elements and Fair Share Plans from the Council on Affordable Housing (COAH) to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, on July 7, 2015, the Borough submitted a Declaratory Judgment Action to the New Jersey Superior Court; and

WHEREAS, on July 17, 2019, the Honorable Jamie S. Perri, J.S.C., issued a Court Order approving a Settlement Agreement between the Borough and Fair Share Housing Center which established the Borough's fair share obligation and approved the Borough's compliance mechanisms; and

WHEREAS, the aforesaid Settlement Agreement requires that the Borough of Oceanport adopt a Housing Element and Fair Share Plan which is consistent with said Settlement Agreement; and

WHEREAS, the Board conducted a duly noticed public hearing on the Third Round Housing Plan Element and Fair Share Plan on February 10, 2020; and

WHEREAS, at the public hearing, sworn testimony was presented by Kendra Lelie, P.P., AICP, LLA; and

WHEREAS, the matter was thereafter opened to the public, for public review, question, and comment; and

WHEREAS, public questions / statements regarding the matter were presented by the following:

Meghan Walker

WHEREAS, upon the conclusion of the public hearing, the Board determined that a) the proposed Third Round Housing Plan Element and Fair Share Plan is consistent with the goals and objectives of the Borough' Master Plan; b) that the same will guide the use of lands in the municipality in a manner which protects the public health and safety which further and promotes the general welfare in accordance with N.J.S.A. 40:55D- 28; and c) the same is designed to achieve, and the adoption and implementation of the proposed Third Round Housing Plan Element and Fair Share Plan will achieve, access to affordable housing so as to meet present and prospective housing needs in accordance with N.J.S.A. 52:27D-310;

NOW THEREFORE BE IT RESOLVED, by motion duly made and seconded, that the Planning Board of the Borough of Oceanport, County of Monmouth, State of New Jersey, hereby adopts the Third Round Housing Plan Element and Fair Share Plan.

This resolution memorializes an action taken at the regular meeting of the Oceanport Planning Board held on February 10, 2020 on roll call that evening by the following vote:

Offered by: Mr. Kleiberg

Seconded by: Councilman Tyrdik

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	()	()	()	(✓)	()
Whitson	(✓)	()	()	()	()
Davis	()	()	()	(✓)	()
Tyrdik	(✓)	()	()	()	()
Foster	(✓)	()	()	()	()
Kleiberg	(✓)	()	()	()	()
Kahle	()	()	()	(✓)	()
Savarese	(✓)	()	()	()	()
Cooper	(✓)	()	()	()	()
Dailey (Alt. 1)	(✓)	()	()	()	()
Rue (Alt. 2)	(✓)	()	()	()	()

This resolution was offered by Mr. Foster, seconded by Mr. Kleiberg, and adopted on roll call by the following vote:

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	()	()	()	(✓)	()
Whitson	(✓)	()	()	()	()
Davis	()	()	()	(✓)	()
Tyrdik	(✓)	()	()	()	()
Foster	(✓)	()	()	()	()
Kleiberg	(✓)	()	()	()	()
Kahle	()	()	()	(✓)	()
Savarese	(✓)	()	()	()	()
Cooper	(✓)	()	()	()	()
Dailey (Alt. 1)	(✓)	()	()	()	()
Rue (Alt. 2)	(✓)	()	()	()	()

I hereby certify that this is a true copy of the resolution adopting the amended Housing Plan Element and Fair Share Plan of the Planning Board of the Borough of Oceanport, County of Monmouth on this 11th day of February, 2020.



Jeanne Smith, Secretary



Appendix 3. Governing Body Resolution

**RESOLUTION OF THE BOROUGH OF OCEANPORT, COUNTY OF
MONMOUTH, STATE OF NEW JERSEY
ENDORING THE 2019 THIRD ROUND HOUSING PLAN ELEMENT AND
FAIR SHARE PLAN AND AUTHORIZING AND DIRECTING SUBMISSION OF
THE PLANS TO THE SUPERIOR COURT, LAW DIVISION**

**Resolution #2020-81
02/20/20**

WHEREAS, On March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from the Council on Affordable Housing (COAH) to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, on July 7, 2015, the Borough submitted a Declaratory Judgment Action to the New Jersey Superior Court; and

WHEREAS, on July 17, 2019, the Honorable Jamie S. Perri, J.S.C., issued a Court Order approving a Settlement Agreement between the Borough and Fair Share Housing Center that established the Borough's fair share obligation and approved the Borough's compliance mechanisms; and

WHEREAS, the Settlement Agreement requires that the Borough of Oceanport adopt a Housing Element and Fair Share Plan that is consistent with said Settlement Agreement; and

WHEREAS, the Oceanport Borough Planning Board adopted on February 10, 2020 a Third Round Housing Plan Element and Fair Share Plan as being consistent with the goals and objectives of the Borough of Oceanport Master Plan, as guiding the use of lands in the municipality in a manner which protects public health and safety and promotes the general welfare in accordance with N.J.S.A. 40:55D-28, and as achieving access to affordable housing to meet present and prospective housing needs in accordance with N.J.S.A. 52:27D-310;

WHEREAS, COAH's Prior Round rules at N.J.A.C. 5:91-2.2(a), requires that the Borough Council endorse the Third Round Housing Element and Fair Share Plan adopted by the Planning Board.

NOW THEREFORE, BE IT RESOLVED the Borough Mayor and Council of the Borough of Oceanport, Monmouth County, State of New Jersey, hereby endorses the Housing Element and Fair Share Plan as adopted by the Planning Board on February 10, 2020.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Meghan Walker, Councilwoman
SECONDER:	William Deerin, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

I certify that the foregoing Resolution #2020-81 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020



JEANNE SMITH, RMC
BOROUGH CLERK



Appendix 4. Housing, Demographic & Employment Analysis

HOUSING, DEMOGRAPHIC & EMPLOYMENT ANALYSIS

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ANALYSIS OF HOUSING CHARACTERISTICS

According to the American Community Survey (Survey), Oceanport Borough averaged approximately 2,460 housing units during the 5-year period of 2013-2017, of which 2,132, or about 87%, were occupied. Of the occupied housing units, 83.3% were owner-occupied and 16.7% were renter-occupied. Oceanport Borough had a higher number of owner-occupied units than both Monmouth County and New Jersey. See Table 1: Unit Occupancy Status for Oceanport Borough, Monmouth County and New Jersey, 2017.

Table 1: Unit Occupancy Status for Oceanport Borough, Monmouth County and New Jersey, 2017

Unit Occupancy Status	Oceanport Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied housing units	2,132	86.7%	232,482	89.2%	3,199,111	89.0%
Owner-occupied	1,776	72.2%	171,560	65.9%	2,052,073	57.1%
Owner-occupied as percent of occupied units		83.3%		73.8%		64.1%
Renter-occupied	356	14.5%	60,922	23.4%	1,147,038	31.9%
Renter-occupied as percent of occupied units		16.7%		26.2%		35.9%
Vacant housing units	328	13.3%	28,042	10.8%	395,944	11.0%
For rent	0	0.0%	2,666	1.0%	67,326	1.9%
Rented, not occupied	0	0.0%	509	0.2%	12,267	0.3%
For sale only	14	0.6%	2,771	1.1%	35,870	1.0%
Sold, not occupied	46	1.9%	1,562	0.6%	13,855	0.4%
For seasonal, recreational, or occasional use	0	0.0%	12,555	4.8%	134,723	3.7%
For migrant workers	0	0.0%	0	0.0%	219	0.0%
All other vacant	268	10.9%	7,979	3.1%	131,684	3.7%
Total	2,460	100.0%	260,524	100.0%	3,595,055	100.0%
Home-owner vacancy rate	0.8		1.6		1.7	
Rental vacancy rate	0		4.2		5.5	

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Tables DP04 and B25004

The housing stock in Oceanport Borough consisted predominantly of single-family detached and attached units, or about 93% of the occupied units. The second most-common housing type multi-family structures (50 units or more) representing 5.5% of the occupied units, all of which were renter-occupied. Other types of housing stock in Oceanport were two-family buildings (0.6%) and multi-family structures (20-49 units). See Table 2: Units in Structure by Tenure for Occupied Units for Oceanport Borough, 2017.

Table 2: Units in Structure by Tenure for Occupied Units for Oceanport Borough, 2017

Units in Structure	Total		Owner-Occupied		Renter-Occupied	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
1, detached	1,891	88.7%	1,683	78.9%	208	9.8%
1, attached	80	3.8%	80	3.8%	0	0.0%
2	13	0.6%	13	0.6%	0	0.0%
3 or 4	12	0.6%	0	0.0%	12	0.6%
5 to 9	0	0.0%	0	0.0%	0	0.0%
10 to 19	0	0.0%	0	0.0%	0	0.0%
20 to 49	18	0.8%	0	0.0%	18	0.8%
50 or more	118	5.5%	0	0.0%	118	5.5%

Units in Structure	Total		Owner-Occupied		Renter-Occupied	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Mobile home	0	0.0%	0	0.0%	0	0.0%
Boat, RV, van, etc.	0	0.0%	0	0.0%	0	0.0%
Total Occupied Units	2,132	100.0%	1,776	83.3%	356	16.7%

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Table B25032

Table 3, Year Structure Built by Tenure for All Occupied Housing Units, illustrates the age of the Borough's housing stock according to the five-year American Community Survey, 2013-2017. The Borough has a relatively older housing stock, with nearly 12% of the units constructed before 1940, and about 73% of the total housing stock constructed before 1970. Just under 9% of the units were constructed between 2000 and 2017, according to the Survey. This is still higher than the County (12%) and the State (11.1%) as shown in Table 4: Comparison of Construction for All Occupied Housing Units in Oceanport Borough, Monmouth County and New Jersey, 2017. However, the County (60%) and the State (67%) had fewer occupied housing units built before 1970.

Table 3: Year Structure Built by Tenure for All Occupied Housing Units, Oceanport Borough, 2017

Year Built	Total Units	% of Total Units	Owner-Occupied		Renter-Occupied	
			Estimate	Percent	Estimate	Percent
Built 2014 or later	55	2.6%	15	0.7%	40	1.9%
Built 2010 to 2013	15	0.7%	15	0.7%	0	0.0%
Built 2000 to 2009	117	5.5%	99	4.6%	18	0.8%
Built 1990 to 1999	119	5.6%	119	5.6%	0	0.0%
Built 1980 to 1989	270	12.7%	226	10.6%	44	2.1%
Built 1970 to 1979	412	19.3%	323	15.2%	89	4.2%
Built 1960 to 1969	325	15.2%	253	11.9%	72	3.4%
Built 1950 to 1959	467	21.9%	427	20.0%	40	1.9%
Built 1940 to 1949	101	4.7%	60	2.8%	41	1.9%
Built 1939 or earlier	251	11.8%	239	11.2%	12	0.6%
Total Occupied Units	2,132	100.0%	1,776	83.3%	356	16.7%

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Table B25036

Table 4: Comparison of Year of Construction for All Occupied Housing Units in Oceanport Borough, Monmouth County and New Jersey, 2017

Year Built	Oceanport Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Built 2014 or later	55	2.6%	1,352	0.6%	16,638	0.5%
Built 2010 to 2013	15	0.7%	3,739	1.6%	46,348	1.4%
Built 2000 to 2009	117	5.5%	22,901	9.9%	291,179	9.1%
Built 1990 to 1999	119	5.6%	28,949	12.5%	313,400	9.8%
Built 1980 to 1989	270	12.7%	36,230	15.6%	381,094	11.9%
Built 1970 to 1979	412	19.3%	31,472	13.5%	408,778	12.8%
Built 1960 to 1969	325	15.2%	35,058	15.1%	437,623	13.7%
Built 1950 to 1959	467	21.9%	31,665	13.6%	493,183	15.4%
Built 1940 to 1949	101	4.7%	10,532	4.5%	237,641	7.4%
Built 1939 or earlier	251	11.8%	30,584	13.2%	573,227	17.9%
Total Occupied Units	2,132	100.0%	232,482	100.0%	3,199,111	100.0%

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Table B25034

The number of rooms and bedrooms in the housing stock help describe the variety of housing types within the Borough. Table 5, Number of Bedrooms per Unit by Tenure for Occupied Housing Units for Oceanport Borough, 2017, shows that half of all occupied housing units in Oceanport have 3 +bedrooms, and 27.4% of the units have 4 bedrooms. As shown in Table 6, although 3-bedroom units are the most common in Monmouth County and New Jersey, the proportion of occupied units is much less – about 30% in the County and about 33% in the State. The biggest difference, however, is in the proportion of small housing units. Oceanport has only 15.7% of the occupied units being 2-bedroom or smaller, as compared to the County (34.5%) and the State (41.6%).

Table 5: Number of Bedrooms per Unit by Tenure for Occupied Housing Units for Oceanport Borough, 2017

Number of Bedrooms	Total Units	% of Total Units	Owner-Occupied		Renter-Occupied	
			Estimate	Percent	Estimate	Percent
No bedroom	18	0.8%	0	0.0%	18	0.8%
1 bedroom	105	4.9%	0	0.0%	105	4.9%
2 bedrooms	214	10.0%	169	7.9%	45	2.1%
3 bedrooms	1,064	49.9%	888	41.7%	176	8.3%
4 bedrooms	585	27.4%	585	27.4%	0	0.0%
5 or more bedrooms	146	6.8%	134	6.3%	12	0.6%
Total Occupied Units	2,132	100.0%	1,776	83.3%	356	16.7%

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Table B25042

Table 6: Percentage of Occupied Housing Units by Number of Bedrooms in Oceanport Borough, Monmouth County and New Jersey, 2017

Number of Bedrooms	Oceanport Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
No bedroom	18	0.8%	3,502	1.5%	72,127	2.3%
1 bedroom	105	4.9%	28,634	12.3%	441,550	13.8%
2 bedrooms	214	10.0%	48,061	20.7%	815,666	25.5%
3 bedrooms	1,064	49.9%	69,432	29.9%	1,057,630	33.1%
4 bedrooms	585	27.4%	62,358	26.8%	633,822	19.8%
5 or more bedrooms	146	6.8%	20,495	8.8%	178,316	5.6%
Total Occupied Units	2,132	100.0%	232,482	100.0%	3,199,111	100.0%

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Table B25042

Table 7, Value for All Owner-Occupied Housing Units, shows that the median value of owner-occupied housing for the period 2013-2017 in Oceanport was much higher than the County and the State. 98% of all owner-occupied housing was valued at more than \$200,000 as compared to 89% in the County and about 78% in the State. Roughly 39% of the Borough's housing units were valued at or more than \$500,000, compared to 32.6% of units in Monmouth County and 21.4% of units in the State. About 1% of the occupied housing had values under \$150,000.

Table 7: Value for All Owner-Occupied Housing Units for Oceanport Borough, Monmouth County and New Jersey, 2017

Value Range of Units	Oceanport Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Less than \$50,000	17	1.0%	4,188	2.4%	62,199	3.0%
\$50,000-\$99,999	0	0.0%	2,452	1.4%	63,801	3.1%
\$100,000-\$149,999	0	0.0%	4,377	2.6%	120,820	5.9%
\$150,000-\$199,999	15	0.8%	7,662	4.5%	209,336	10.2%
\$200,000 to \$299,999	248	14.0%	30,630	17.9%	480,964	23.4%
\$300,000 to \$499,999	807	45.4%	66,326	38.7%	675,916	32.9%
\$500,000 +	689	38.8%	55,925	32.6%	439,037	21.4%
Total	1,776	100.0%	171,560	100.0%	2,052,073	100.0%
Median value	\$441,600		\$396,200		\$321,100	
Value more than \$200,00	1,744	98.2%	152,881	89.1%	1,595,917	77.8%

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Tables B25075 and B25077

Similar to housing values, the rents in Oceanport are higher, on average, than those in the County and the State. For the period 2013-2017, the gross median rent in Oceanport was \$1,375, compared to the Monmouth County gross median rent of \$1,315 and the State median of \$1,249. Gross rent is defined by the American Community Survey as the contract rent plus the estimated average monthly cost of utilities (electricity, gas, and water and sewer) and fuels (oil, coal, kerosene, wood, etc.) if these are paid for by the renter (or paid for the renter by someone else). See Table 8: Gross Rent for Renter-Occupied Housing Units for Oceanport Borough, Monmouth County and New Jersey, 2017 for more data.

Housing is generally considered to be affordable if the amount of rent, mortgage, and other essential costs consume 28% or less of the income of a homeowner, or 30% or less of the income of a renter.

As seen in Table 8, Oceanport had 105 units, or 32.4% of the renter-occupied housing stock with monthly rents under \$500 during 2013-2017, and 13 units, or 4%, with rents between \$500 and \$999. These units could be affordable to low- and moderate-income households, depending upon the number of bedrooms and household size. For example, using the 30% principle for renters, a monthly rent of \$500 could be affordable to a household earning \$20,000, and a monthly rent of \$999 could be affordable to a household earning \$39,960.

Table 8: Gross Rent for Renter-Occupied Housing Units for Oceanport Borough, Monmouth County and New Jersey, 2017

Gross Rent	Oceanport Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied units paying rent	324	100.0%	58,436	100.0%	1,108,584	100.0%
Less than \$500	105	32.4%	4,354	7.5%	89,566	8.1%
\$500 to \$999	13	4.0%	9,562	16.4%	224,027	20.2%
\$1,000 to \$1,499	58	17.9%	21,826	37.4%	447,592	40.4%
\$1,500 to \$1,999	17	5.2%	11,702	20.0%	212,848	19.2%
\$2,000 to \$2,499	79	24.4%	7,444	12.7%	78,850	7.1%
\$2,500 to \$2,999	22	6.8%	2,296	3.9%	30,364	2.7%
\$3,000 or more	30	9.3%	1,252	2.1%	25,337	2.3%
No rent paid	32		2,486		38,454	

Gross Rent	Oceanport Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Median Gross Rent	\$1,375		\$1,315		\$1,249	

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Table DP04

Table 9 shows the income range and the rent paid as a percentage of household income for renter-occupied households. Nearly 58% of households in Oceanport were paying rent more than 30% of the household income towards monthly rent.

Table 9: Household Income by Gross Rent as a Percentage of Household Income in the Past 12 Months for Oceanport Borough, 2017

Income	Households	Percentage of Household Income						Households spending 30% or more
		0 – 19.9%	20 – 24.9%	25 – 29.9%	30 – 34.9%	35% +	Not computed	
< \$10,000	55	0	0	0	14	41	0	55
\$10,000 – 19,999	61	0	0	15	46	0	0	46
\$20,000 – 34,999	43	14	0	16	13	0	0	13
\$35,000 -- 49,999	43	0	0	0	0	43	0	43
\$50,000-- 74,999	32	0	0	0	0	32	0	32
\$75,000 -- 99,999	12	12	0	0	0	0	0	0
\$100,000 or more	110	40	8	12	0	18	32	18
Total	356	66	8	43	73	134	32	207
Percent Total	100.0%	18.5%	2.2%	12.1%	20.5%	37.6%	9.0%	58.1%

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Table B25074

Table 10, Tenure by Housing Costs as a Percentage of Household Income in the Past 12 Months, shows the extent that all Oceanport households (both owner- and renter-occupied) spend more than 30% of their income on housing. Of the Borough's 2,132 occupied housing units, 42% or 896 units, are either owned or rented by occupants that spend more than 30% of their income on housing costs. About 10% of tenants spend more than 30% of their income on housing, and roughly 32% of homeowners spend more than 30% of their income on housing. See the table for a further breakdown on housing costs according to household income.

Table 10: Tenure by Housing Costs as a Percentage of Household Income in the Past 12 Months for Oceanport Borough, 2017

Income	Households	Percentage of Household Income		
		<20%	20-29%	30%+
Less than \$20,000	88	0	0	88
\$20,000 to \$34,999	137	0	33	104
\$35,000 to \$49,999	111	0	81	30
\$50,000 to \$74,999	263	59	19	185
\$75,000 or more	1159	577	300	282
Owner-occupied housing units	1,758	636	433	689
% Owner-Occupied housing units	82.5%	29.8%	20.3%	32.3%
Less than \$20,000	116	0	15	101
\$20,000 to \$34,999	43	14	16	13
\$35,000 to \$49,999	43	0	0	43
\$50,000 to \$74,999	32	0	0	32

Income	Households	Percentage of Household Income		
		<20%	20-29%	30%+
\$75,000 or more	90	52	20	18
Renter-occupied housing units	324	66	51	207
% Renter-Occupied housing units	15.2%	3.1%	2.4%	9.7%
Zero or negative income	18	.	.	.
No cash rent	32	.	.	.
Total Occupied Housing Units	2,132	702	484	896
% Total Occupied Housing Units	100.0%	32.9%	22.7%	42.0%

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Table B25106

As shown in Table 11, for households with a mortgage, a higher percentage of homeowners in Oceanport spent 30% or more on owner costs (almost 50%) compared to the County (37.3%) or the State (38.1%). Fewer owned households without a mortgage (16.2%) had costs more than 30% of household income compared to the County (23.9%) and the State (35.3%).

Table 11: Selected Monthly Owner Costs as a Percentage of Household Income (SMOCAP) for Oceanport Borough, Monmouth County and New Jersey, 2017

Percent Monthly Owner Costs	Oceanport Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Total owned housing units	1,776	100.0%	171,560	100.0%	2,052,073	100.0%
Housing units with a mortgage	1,232	69.4%	118,300	69.0%	1,394,121	67.9%
Housing unit without a mortgage	544	30.6%	53,260	31.0%	657,952	32.1%
Housing units with a mortgage **	1,214	100.0%	117,890	100.0%	1,388,139	100.0%
Less than 20.0 percent	349	28.7%	40,054	34.0%	459,180	33.1%
20.0 to 24.9 percent	156	12.9%	18,850	16.0%	228,447	16.5%
25.0 to 29.9 percent	108	8.9%	15,027	12.7%	172,421	12.4%
30.0 to 34.9 percent	71	5.8%	10,240	8.7%	121,972	8.8%
35.0 percent or more	530	43.7%	33,719	28.6%	406,119	29.3%
Not computed	18		410		5,982	
Housing unit without a mortgage **	544	100.0%	52,790	100.0%	651,706	100.0%
Less than 10.0 percent	213	39.2%	14,811	28.1%	160,156	24.6%
10.0 to 14.9 percent	48	8.8%	10,803	20.5%	128,064	19.7%
15.0 to 19.9 percent	26	4.8%	6,665	12.6%	86,909	13.3%
20.0 to 24.9 percent	152	27.9%	4,869	9.2%	61,615	9.5%
25.0 to 29.9 percent	17	3.1%	3,044	5.8%	43,581	6.7%
30.0 to 34.9 percent	0	0.0%	2,271	4.3%	31,691	4.9%
35.0 percent or more	88	16.2%	10,327	19.6%	139,690	21.4%
Not computed	0		470		6,246	

**Excluding units where SMOCAP cannot be computed

Data Source: U.S. Census Bureau, 2012-2016 5-Year American Community Survey Table DP04

ANALYSIS OF HOUSING CONDITIONS

The presence of housing units with deficient plumbing and kitchens is an indicator of rehabilitation needs. Similarly, overcrowded conditions may indicate a need for more affordable and/or larger housing units. In 2013-2017, the American Community Survey reported there were no housing units in the Borough that had deficient plumbing or incomplete kitchens. Only 18 units (or 0.8% of all occupied units) were deemed overcrowded because they were occupied by more than one person per room.

Table 12: Housing Quality Indicators for Occupied Housing Units in Oceanport Borough, Monmouth County and New Jersey, 2017

House Heating Fuel	Oceanport Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Utility gas	1,820	86.7%	187,473	80.6%	2,396,108	74.9%
Bottled, tank, or LP gas	0	1.3%	2,390	1.0%	61,831	1.9%
Electricity	140	7.2%	28,012	12.0%	397,564	12.4%
Fuel oil, kerosene, etc.	172	4.8%	12,504	5.4%	298,525	9.3%
Coal or coke	0	0.0%	57	0.0%	1,306	0.0%
Wood	0	0.0%	572	0.2%	14,505	0.5%
Solar energy	0	0.0%	154	0.1%	2,337	0.1%
Other fuel	0	0.0%	660	0.3%	12,924	0.4%
No fuel used	0	0.0%	660	0.3%	14,011	0.4%
Occupied housing units	2,132	100.0%	232,482	100.0%	3,199,111	100.0%
Occupants per Room	Estimate	Percent	Estimate	Percent	Estimate	Percent
1.00 or less	2,114	99.2%	228,878	98.6%	3,099,268	96.9%
1.01 to 1.50	18	0.8%	2,590	0.9%	66,988	2.1%
1.51 or more	0	0.0%	1,014	0.5%	32,855	1.0%
Occupied housing units	2,132	100.0%	232,482	100.0%	3,199,111	100.0%
Facilities	Estimate	Percent	Estimate	Percent	Estimate	Percent
Lacking complete plumbing facilities	0	0.0%	490	0.2%	9,151	0.3%
Lacking complete kitchen facilities	0	0.0%	1,713	0.7%	23,530	0.7%

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Table DP04

ANALYSIS OF POPULATION CHARACTERISTICS

Much of the analysis data was gathered from the five-year American Community Survey. Population data, however, relies upon the decennial U.S. Census because its methodology produces lower margins of error.

Table 13, Population Trends 1930-2010, shows that Oceanport had a population of 5,832 persons in 2010, a 0.4% increase from the 2000 census. The Borough experienced its largest population growth 1940-1950 when the population increased nearly 140% followed by the decade between 1960-1970 when population grew by 52%. The Borough lost the most population in the decades 1950-1960 and 1970-1980.

Table 13: Population Trends in Oceanport Borough, Monmouth County and New Jersey, 1930 to 2010

Year	Oceanport Borough			Monmouth County			New Jersey		
	Persons	Change		Persons	Change		Persons	Change	
		Number	Percent		Number	Percent		Number	Percent
1930	1,872			147,209			4,041,334		
1940	3,159	1,287	68.8%	161,238	14,029	9.5%	4,160,165	118,831	2.9%
1950	7,588	4,429	140.2%	225,327	64,089	39.7%	4,835,329	675,164	16.2%
1960	4,937	-2,651	-34.9%	334,401	109,074	48.4%	6,066,782	1,231,453	25.5%
1970	7,503	2,566	52.0%	461,849	127,448	38.1%	7,168,164	1,101,382	18.2%
1980	5,888	-1,615	-21.5%	503,173	41,324	8.9%	7,364,823	196,659	2.7%
1990	6,146	258	4.4%	553,124	49,951	9.9%	7,730,188	365,365	5.0%
2000	5,807	-339	-5.5%	615,301	62,177	11.2%	8,414,350	684,162	8.9%
2010	5,832	25	0.4%	630,380	15,079	2.5%	8,791,894	377,544	4.5%

Data Sources: U.S. Census Bureau, 2000 and 2010 Census Dataset SF-2, Table DP01; New Jersey Department of Labor and Workforce Development, New Jersey State Data Center 1990 Census, Table 6. New Jersey Resident Population by Municipality: 1930 - 1990

Table 14, Population Change by Age, shows the changes in population cohorts between 2000 and 2010. The most populous age cohort was 35-54 years with 31.2% of Oceanport residents in 2010, a decline of 6.8% from the 2000 population. The smallest age cohort was the Under 5-year old for both 2000 and 2010, although the population in this age group reduced by 18.4% in the decade. The largest increase in population was in the 55-64-year age cohort, where the population grew by 40% in the decade. The median age of Oceanport increased by 3.9 years in the decade, from 40.5 years in 2000 to 44.4 in 2010.

Table 14: Population Change by Age in Oceanport Borough, 2000 and 2010

Age Group	Total Persons, 2000		Total Persons, 2010		Change, 2000 to 2010	
	Number	Percent	Number	Percent	Number	Percent
Under 5	347	6.0%	283	4.9%	-64	-18.4%
5 – 19	1,301	22.4%	1,209	20.7%	-92	-7.1%
20 – 34	761	13.1%	714	12.2%	-47	-6.2%
35 – 54	1,950	33.6%	1,818	31.2%	-132	-6.8%
55 – 64	621	10.7%	870	14.9%	249	40.1%
65 +	827	14.2%	938	16.1%	111	13.4%
Total	5,807	100.0%	5,832	100.0%	25	100.0%
Median Age	40.5		44.4		3.9	

Data Source: U.S. Census Bureau, 2000 and 2010 Census, Table DP01

ANALYSIS OF HOUSEHOLD CHARACTERISTICS

A household is defined by the U.S. Census Bureau as those persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be related. As a subset of households, a family is identified as a group of persons including a householder and one or more persons related by blood, marriage or adoption, all living in the same household.

In 2010, there were 2,227 households in Oceanport, with an average of 2.59 persons per household, with households smaller than average than Monmouth County (2.66) and the State (2.68). The average household size in owner-occupied units was higher (2.70) than in renter-occupied units (2.09), also reflected in the trend at the County and the State. See Table 15, Comparison of Persons in Household, for additional data.

Table 15: Comparison of Persons in Household for Oceanport Borough, Monmouth County and New Jersey, 2010

Household Size	Oceanport Borough		Monmouth County		New Jersey	
	Number	Percent	Number	Percent	Number	Percent
1-person household	548	24.6%	58,515	25.0%	811,221	25.2%
2-person household	708	31.8%	70,212	30.0%	957,682	29.8%
3-person household	381	17.1%	39,342	16.8%	558,029	17.4%
4-person household	375	16.8%	39,138	16.7%	506,107	15.7%
5-person household	161	7.2%	17,701	7.6%	231,727	7.2%
6-person household	37	1.7%	5,777	2.5%	87,444	2.7%
7-or-more-person household	17	0.8%	3,298	1.4%	62,150	1.9%
Total number of households	2,227	100.0%	233,983	100.0%	3,214,360	100.0%
Average Household Size: Total	2.59		2.66		2.68	
Average Household Size: Owner-occupied	2.70		2.80		2.79	
Average Household Size: Renter-occupied	2.09		2.25		2.47	

Data Source: U.S. Census Bureau, 2010 Census SF2 100% data, Tables HCT5 and HCT6

As seen in Table 16, in the 2013-2017 American Community Survey, the average household size grew compared to the 2010 census; but, households in renter-occupied housing units continued to be greater (2.77 persons/household) compared to owner-occupied housing units (2.68 persons/household).

Table 16: Household Size in Occupied Housing Units by Tenure in Oceanport Borough, Monmouth County and New Jersey, 2017

Housing Tenure and Household Size	Oceanport Borough	Monmouth County	New Jersey
Occupied housing units	2.69	2.67	2.74
Owner-occupied units	2.68	2.81	2.84
Renter-occupied units	2.77	2.30	2.57

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Table B25010

Of the 2,227 households in Oceanport, approximately 72% of the households are family households, of which the majority are husband-wife families. About a quarter of households in Oceanport were persons living alone. See Table 17, Persons by Household Type and Relationship, for additional data.

Table 17: Persons by Household Type and Relationship for Oceanport Borough, Monmouth County and New Jersey, 2010

Household Type	Oceanport Borough		Monmouth County		New Jersey	
	Number	Percent	Number	Percent	Number	Percent
Total population	5,832	100.0%	630,380	100.0%	8,791,894	100.0%
In households	5,757	98.7%	622,710	98.8%	8,605,018	97.9%
Total Households	2,227	100.0%	233,983	100.0%	3,214,360	100.0%
Family households:	1,596	71.7%	163,389	69.8%	2,226,606	69.3%
Husband-wife family:	1,330	59.7%	129,797	55.5%	1,643,377	51.1%
With own children under 18 years	595	26.7%	60,520	25.9%	748,765	23.3%
No own children under 18 years	735	33.0%	69,277	29.6%	894,612	27.8%
Other family:	266	11.9%	33,592	14.4%	583,229	18.1%
Male householder, no wife present:	64	2.9%	8,991	3.8%	154,134	4.8%
With own children under 18 years	25	1.1%	3,574	1.5%	63,015	2.0%
No own children under 18 years	39	1.8%	5,417	2.3%	91,119	2.8%
Female householder, no husband present:	202	9.1%	24,601	10.5%	429,095	13.3%
With own children under 18 years	89	4.0%	11,771	5.0%	213,744	6.6%
No own children under 18 years	113	5.1%	12,830	5.5%	215,351	6.7%
Non-family households:	631	28.3%	70,594	30.2%	987,754	30.7%
1-person household:	548	24.6%	58,515	25.0%	811,221	25.2%
Male householder	220	9.9%	23,483	10.0%	334,610	10.4%
Female householder	328	14.7%	35,032	15.0%	476,611	14.8%
Average Household Size	2.59		2.66		2.68	
Average Family Size	3.12		3.22		3.22	

Data Source: U.S. Census Bureau, 2010 Census SF2 100% data, Table DP01

The largest group of households in Oceanport last moved in 2000-2009 (23%) followed by those in 2010-2014 (21%). Under 5% of the households moved in the past five years, since 2015. Most notable, however, is that 17.4% of the households moved in 1979 and earlier time frame indicating long-term residents and possibly stable residential areas. 46.3% of the households have lived in their present units since 1990 and before.

Table 18: Year Householder Moved into the Housing Unit for Oceanport Borough, Monmouth County and New Jersey, 2017

Year Householder Moved into the Unit	Oceanport Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Moved in 2015 or later	205	9.6%	16,561	7.1%	259,044	8.1%
Moved in 2010 to 2014	448	21.0%	57,907	24.9%	876,162	27.4%
Moved in 2000 to 2009	491	23.0%	72,034	31.0%	1,001,095	31.3%
Moved in 1990 to 1999	371	17.4%	44,387	19.1%	511,827	16.0%
Moved in 1980 to 1989	245	11.5%	20,589	8.9%	255,127	8.0%
Moved in 1979 and earlier	372	17.4%	21,004	9.0%	295,856	9.2%
Occupied housing units	2,132	100.0%	232,482	100.0%	3,199,111	100.0%

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Table DP04

ANALYSIS OF INCOME CHARACTERISTICS

Table 19, Comparison of Income 2017, shows that persons, households and families in Oceanport have, on average, higher incomes than in Monmouth County and the State. The American Community Survey reports Oceanport's median household income during 2013-2017 was \$107,571, compared to Monmouth County's \$91,807 and New Jersey's \$76,475.

Table 19: Comparison of Income for Oceanport Borough, Monmouth County and New Jersey, 2017

Annual Income	Oceanport Borough	Monmouth County	New Jersey
Per Capita Income	\$44,379	\$46,736	\$39,069
Median Household Income	\$107,571	\$91,807	\$76,475
Mean Household Income	\$117,973	\$123,664	\$105,917
Median Family Income	\$126,856	\$115,075	\$94,337
Mean Family Income	\$132,981	\$147,192	\$123,936

Data Source: U.S. Census Bureau, 2013-2017 American Community Survey Estimates Table DP03

Table 20, Comparison of Household Income 2017, shows that 72.5% of the Borough's households have an income over \$100,000, and just over 10% have incomes greater than \$200,000. Households with less than a \$50,000 income comprise 26% of the total households. The table also compares the Borough's household income with that in Monmouth County and New Jersey.

Table 20 : Comparison of Household Income for Oceanport Borough, Monmouth County and New Jersey, 2017

Household Income Range	Oceanport Borough		Monmouth County		New Jersey	
	Number	Percent	Number	Percent	Number	Percent
Total households	2,132	100.0%	232,482	100.0%	3,199,111	100.0%
Less than \$10,000	89	4.2%	9,024	3.9%	170,840	5.3%
\$10,000 to \$14,999	133	6.2%	6,978	3.0%	113,188	3.5%
\$15,000 to \$24,999	71	3.3%	15,146	6.5%	247,138	7.7%
\$25,000 to \$34,999	109	5.1%	15,433	6.6%	232,026	7.3%
\$35,000 to \$49,999	154	7.2%	19,142	8.2%	322,263	10.1%
\$50,000 to \$74,999	295	13.8%	31,794	13.7%	490,325	15.3%
\$75,000 to \$99,999	164	7.7%	27,518	11.8%	390,092	12.2%
\$100,000 to \$149,999	445	20.9%	43,303	18.6%	556,938	17.4%
\$150,000 to \$199,999	447	21.0%	26,482	11.4%	296,256	9.3%
\$200,000 or more	225	10.6%	37,662	16.2%	380,045	11.9%
Median household income	\$107,571		\$91,807		\$76,475	
Mean household income	\$117,973		\$123,664		\$105,917	

Data Source: U.S. Census Bureau, 2013-2017 American Community Survey Estimates Table DP03

Table 21, Poverty Status, shows that approximately 7% of Oceanport's population were below the poverty level. As an age cohort, 12.5% of the Under 18 population lived below the poverty level, which was higher than the County but lower than the State. A higher percentage of the female population (9.7%) in Oceanport than the male population (4.6%) were below the poverty level, a trend reflected at both the County and the State. Among the employed population over 16-year-old, none of those who worked full-time were under the poverty level compared to 6.6% of those who worked less than full-time.

Table 21: Poverty Status in the Past 12 Months for Oceanport Borough, Monmouth County and New Jersey, 2017

Poverty Status	Oceanport Borough			Monmouth County			New Jersey		
	Total Estimated Population	Estimated Below Poverty Level	Percent Below Poverty Level	Total Estimated Population	Estimated Below Poverty Level	Percent Below Poverty Level	Total Estimated Population	Estimated Below Poverty Level	Percent Below Poverty Level
Population for whom poverty status is determined	5,762	408	7.1%	621,400	47,055	7.6%	8,783,989	938,252	10.7%
AGE GROUP									
Under 18	1,219	152	12.5%	136,576	13,553	9.9%	1,975,127	301,515	15.3%
18 to 64	3,563	212	6.0%	386,068	27,353	7.1%	5,494,655	528,728	9.6%
Over 65	980	44	4.5%	98,756	6,149	6.2%	1,314,207	108,009	8.2%
GENDER									
Male	2,948	136	4.6%	302,493	20,692	6.8%	4,269,091	412,106	9.7%
Female	2,814	272	9.7%	318,907	26,363	8.3%	4,514,898	526,146	11.7%
EMPLOYMENT STATUS									
Population 16 years and over	4,660	256	5.5%	503,008	34,955	6.9%	7,042,251	667,174	9.5%
Worked full-time*	1,961	0	0.0%	217,947	3,146	1.4%	3,112,701	62,101	2.0%
Worked less than full-time*	1,401	92	6.6%	128,246	11,297	8.8%	1,650,133	184,060	11.2%
Did not work	1,298	164	12.6%	156,815	20,512	13.1%	2,279,417	421,013	18.5%

* Worked year-round for the past 12 months

Data Source: U.S. Census Bureau, 2013-2017 American Community Survey Estimates Table S1701

Table 22, Comparison of Change in Poverty Status for Persons and Families, shows that the poverty rates for individuals and families in Oceanport increased between 2010 and 2017. The Borough's poverty rates for individuals and families were 7.1% and 5.7%, respectively, slightly lower than the poverty rate for Monmouth County for individuals (7.6%) and slightly higher than for families (5.1%).

Table 22: Comparison of Change in Poverty Status for Persons and Families for Oceanport Borough, Monmouth County and New Jersey, 2010 and 2017 (% with income below poverty)

Percentage of Families and Persons Below Poverty Level	Oceanport Borough		Monmouth County		New Jersey	
	2010 ACS	2017 ACS	2010 ACS	2017 ACS	2010 ACS	2017 ACS
All families	3.1%	5.7%	4.5%	5.1%	6.7%	7.9%
Married couple families	2.5%	3.1%	1.8%	2.6%	3.0%	3.8%
All people	4.2%	7.1%	6.3%	7.6%	9.1%	10.7%
Under 18 years	10.2%	12.5%	7.7%	9.9%	12.7%	15.3%
18 to 64 years	2.4%	6.0%	5.7%	7.1%	8.0%	9.6%
65 years and over	2.5%	4.5%	6.1%	6.2%	7.9%	8.2%

Data Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates, Table DP03; 2006-2010 ACS 5-Year Estimates 2010, Table DP03

ANALYSIS OF EMPLOYMENT CHARACTERISTICS

The labor force in Oceanport declined from 2009 to 2018, from 2,951 persons to 2,889 persons. The unemployment rate is the same at the beginning and end of this period, with higher unemployment rates between 2010 and 2014. See Table 23, 10-Year Trend in Employment and Labor Force, for more details.

Table 23: 10-year Trend in Employment and Labor Force for Oceanport Borough, 2009-2018

YEAR	Labor Force	Employment	Unemployment	Unemployment Rate
2009	2,951	2,828	123	4.2
2010	3,207	2,943	264	8.2
2011	2,987	2,667	320	10.7
2012	2,974	2,713	261	8.8
2013	2,950	2,719	231	7.8
2014	2,923	2,747	176	6.0
2015	2,893	2,733	160	5.5
2016	2,902	2,763	139	4.8
2017	2,887	2,768	119	4.1
2018	2,889	2,769	120	4.2

Data Source: Total Labor Force, Employed, Unemployed and Unemployment Rate Average Estimates 2000-2009 and 2010-2018, NJ Department of Labor and Workforce Development

Table 24 compares the unemployment rate for the Borough, the County and the State. The 10-year trend starts in 2009 with unemployment rate in Oceanport at almost half of Monmouth County and New Jersey. Between 2011 and 2013, the Borough's unemployment was higher than the County and the State.

Table 24: Comparison of 10-year Trend in Unemployment Rates for Oceanport Borough, Monmouth County and New Jersey, 2009-2018

YEAR	Oceanport Borough	Monmouth County	New Jersey
2009	4.2	8.3	9.1
2010	8.2	8.7	9.5
2011	10.7	8.6	9.3
2012	8.8	8.7	9.3
2013	7.8	7.5	8.2
2014	6.0	6.1	6.8
2015	5.5	5.2	5.8
2016	4.8	4.5	5.0
2017	4.1	4.1	4.6
2018	4.2	3.7	4.1

Data Source: Total Labor Force, Employed, Unemployed and Unemployment Rate Average Estimates 2000-2009 and 2010-2018, NJ Department of Labor and Workforce Development

Table 25, Class of Worker, indicates that the majority (81.1%) of Borough's employed population over 16 years were private wage and salary workers, similar to the trend at the County (80.8%) and the State (81.8%). The Borough had a lower percentage of government workers than the County and the State, but higher percentage of self-employed, non-incorporated business workers.

Table 25: Class of Worker for Oceanport Borough, Monmouth County and New Jersey, 2017

Class of Worker	Oceanport Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	2,846	100.0%	314,470	100.0%	4,388,024	100.0%
Private wage and salary workers	2,309	81.1%	253,982	80.8%	3,589,154	81.8%
Government workers	332	11.7%	43,302	13.8%	589,100	13.4%
Self-employed in own not incorporated business workers	205	7.2%	16,690	5.3%	203,589	4.6%
Unpaid family workers	0	0.0%	496	0.2%	6,181	0.1%

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey Table DP03

Table 26, Occupations, identifies the occupations of employed residents of Oceanport, Monmouth and New Jersey during 2013-2017. While Borough residents worked in a variety of occupations, majority worked in Management, Business, Science, Arts (50%) and Sales and Office (26.1%), followed by Service Occupations (13.7%). Approximately 10% of the employed population worked in 'Natural resources, construction, and maintenance occupations' and 'Production, transportation, and material moving occupations' combined.

Table 26: Occupations for Oceanport Borough, Monmouth County and New Jersey, 2017

Occupation	Oceanport Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	2,846	100.0%	314,470	100.0%	4,388,024	100.0%
Management, business, science, and arts occupations	1,424	50.0%	140,296	44.6%	1,830,109	41.7%
Service occupations	391	13.7%	48,817	15.5%	727,533	16.6%
Sales and office occupations	742	26.1%	77,931	24.8%	1,056,458	24.1%
Natural resources, construction, and maintenance occupations	188	6.6%	23,938	7.6%	312,951	7.1%
Production, transportation, and material moving occupations	101	3.5%	23,488	7.5%	460,973	10.5%

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey Table DP03

Table 27, Industries, shows the distribution of employment by industry for employed Oceanport, Monmouth and New Jersey residents in 2013-2017. The three industries that captured the largest segments of the population were 'educational services, and health care and social assistance' (27.2%), 'professional, scientific, and management, and administrative and waste management services' (16.5%), and 'finance and insurance, and real estate and rental and leasing' (15.4%). See the table for additional data.

Table 27: Industries for Oceanport Borough, Monmouth County and New Jersey, 2017

Industry	Oceanport Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	2,846	100.0%	314,470	100.0%	4,388,024	100.0%
Agriculture, forestry, fishing and hunting, and mining	12	0.4%	637	0.20%	13,755	0.31%
Construction	141	5.0%	22,561	7.17%	249,596	5.69%
Manufacturing	128	4.5%	19,132	6.08%	362,892	8.27%

Industry	Oceanport Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Wholesale trade	123	4.3%	8,944	2.84%	149,340	3.40%
Retail trade	276	9.7%	35,414	11.26%	488,795	11.14%
Transportation and warehousing, and utilities	62	2.2%	15,021	4.78%	261,195	5.95%
Information	86	3.0%	11,411	3.63%	123,449	2.81%
Finance and insurance, and real estate and rental and leasing	437	15.4%	31,093	9.89%	372,301	8.48%
Professional, scientific, administrative and waste management services	471	16.5%	41,393	13.16%	580,562	13.23%
Educational services, and health care and social assistance	773	27.2%	74,992	23.85%	1,041,368	23.73%
Arts, entertainment, recreation, accommodation and food services	215	7.6%	27,874	8.86%	366,508	8.35%
Other services, except public administration	84	3.0%	12,617	4.01%	194,728	4.44%
Public administration	38	1.3%	13,381	4.26%	183,535	4.18%

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey Table DP03

Another metric for understanding employment in the Borough is the number of employees covered by the unemployment insurance compensation program, referred to as covered employment. The definition 'covered employment' does not include the self-employed, unpaid family workers, most part-time or temporary employees, and certain agricultural and in-home domestic workers.

The industry sectors of covered employment for Oceanport Borough are shown in Table 28, Government and Private Employment and Wages, 2018. The table shows the largest number of covered employees in the Borough worked in health/social and retail trade. The federal government was the sector with the highest average annual wages at \$105,842 followed by construction at \$82,824. See the table for more data on the covered employment sectors.

Table 28: Government and Private Employment and Wages in Oceanport Borough, 2018

Industry	Units	Employment					Wages	
	Average	March	June	Sept	Dec	Average	Annual	Weekly
Federal Government Totals	3	4	5	6	6	5	\$105,842	\$2,035
State Government Totals	.	.	.	.	.	.	.	.
Local Government Totals	11	746	742	724	721	674	\$76,554	\$1,472
Local Govt. Education	7	540	539	523	512	467	\$75,490	\$1,452
Mining	.	.	.	.	.	.	.	.
Utilities	.	.	.	.	.	.	.	.
Construction	33	313	305	315	316	309	\$82,824	\$1,593
Manufacturing	8	37	42	40	41	40	\$59,326	\$1,141
Wholesale Trade	20	98	99	101	95	98	\$59,605	\$1,146
Retail Trade	40	716	739	709	709	722	\$32,055	\$616
Transport/Warehousing	9	94	76	70	70	72	\$28,312	\$544
Information	.	.	.	.	.	.	.	.
Finance/Insurance	17	102	99	96	95	98	\$57,232	\$1,101
Real Estate	8	30	33	39	36	35	\$38,285	\$736

Industry	Units	Employment					Wages	
	Average	March	June	Sept	Dec	Average	Annual	Weekly
Professional/Technical	33	236	213	214	233	221	\$57,204	\$1,100
Management	.	.	.	.	.	.	.	.
Admin/Waste Remediation	16	83	94	98	86	88	\$44,557	\$857
Education	9	81	78	74	83	77	\$44,039	\$847
Health/Social	41	369	379	389	370	375	\$40,084	\$771
Arts/Entertainment	10	143	153	163	165	155	\$15,704	\$302
Accommodations/Food	26	455	496	494	488	456	\$17,683	\$340
Other Services	29	165	190	159	171	170	\$25,896	\$498
Unclassified	.	.	.	.	.	.	.	.
Private Sector Totals	311	2,981	3,061	3,028	3,034	2,984	\$40,879	\$786

- = Data do not meet publication standards

Data Source: New Jersey Department of Labor and Workforce Development, Quarterly Census of Employment and Wages (QCEW), Annual Municipal Reports 2018

Table 29 compares educational attainment for Borough, County, and State population over 25 years old. Almost a third of the Borough population over 25 years old had a Bachelor's degree, compared to 26.6% at the County and 23.4% at the State. The second most populous group were high school graduates (22.6%), a lower percentage than the County (24.7%) and the State (27.9%). Overall, a higher percentage of Oceanport population over 25 years old was highly educated (Bachelor's+ Master's) (52.5%) as compared to the County (44%) and the State (38.1%).

Table 29: Educational Attainment (of persons 25 years and over) for Oceanport Borough, Monmouth County and New Jersey, 2017

Education Level	Oceanport Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Population 25 years and over	4,239	100.0%	436,169	100.0%	6,163,699	100.0%
Less than 9th grade	34	0.8%	12,704	2.9%	315,598	5.1%
9th to 12th grade, no diploma	109	2.6%	18,525	4.2%	351,184	5.7%
High school graduate (includes equivalency)	959	22.6%	107,712	24.7%	1,722,597	27.9%
Some college, no degree	612	14.4%	74,232	17.0%	1,026,060	16.6%
Associate's degree	298	7.0%	31,102	7.1%	400,424	6.5%
Bachelor's degree	1,435	33.9%	115,874	26.6%	1,439,971	23.4%
Graduate or professional degree	792	18.7%	76,020	17.4%	907,865	14.7%
Percent high school graduate or higher	96.6%		92.8%		89.2%	
Percent bachelor's degree or higher	52.5%		44.0%		38.1%	

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Table S1501

Table 30, Means of Transportation to Work, 2013-2017 shows the majority of employees drive to work alone – Oceanport Borough (75%), Monmouth County (75.8%) and New Jersey (71.5%). However, Oceanport has a greater proportion of residents working from home, which was 10.2% for the Borough, compared to 5.2% for the County and the State (4.2%). The proportion of Borough residents using other means of transportation such as carpooling, public transportation, taxicabs, motorcycles, bikes or walking to work was lower than the County and the State. See Table 30 for additional data.

Table 30: Means of Transportation to Work (of workers 16 years old and over) for Oceanport Borough, Monmouth County and New Jersey, 2017

Means of Transportation	Oceanport Borough	Monmouth County	New Jersey
Workers 16 years and over	2,847	308,262	4,300,873
Car, truck, or van	80.2%	82.9%	79.5%
Drove alone	75.0%	75.8%	71.5%
Carpooled	5.2%	7.1%	8.0%
Public transportation (excluding taxicab)	6.2%	7.9%	11.5%
Walked	1.3%	2.0%	3.0%
Bicycle	0.0%	0.7%	0.3%
Taxicab, motorcycle, or other means	2.1%	1.4%	1.5%
Worked at home	10.2%	5.2%	4.2%

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Table S0801

Table 31, Travel Time to Work, shows that for 24.8% of workers over 16 years in the Borough, the travel time to work was 10-14 minutes; compared to only 12.6% of the workers for the County and 11.7% for the State. The average travel time for workers in the Borough (28.2 minutes) was shorter than the County (33.6 minutes) and the State (31.5 minutes).

Table 31: Travel Time to Work (of workers 16 years old and over) for Oceanport Borough, Monmouth County and New Jersey, 2017

Travel Time to Work	Oceanport Borough	Monmouth County	New Jersey
Less than 10 minutes	16.0%	12.5%	9.8%
10 to 14 minutes	24.8%	12.6%	11.7%
15 to 19 minutes	14.5%	12.3%	12.6%
20 to 24 minutes	4.0%	10.9%	13.2%
25 to 29 minutes	4.7%	5.1%	6.2%
30 to 34 minutes	8.2%	10.6%	13.3%
35 to 44 minutes	8.0%	7.0%	7.8%
45 to 59 minutes	8.1%	8.9%	9.9%
60 or more minutes	11.5%	20.0%	15.6%
Mean travel time to work (minutes)	28.2	33.6	31.5

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Table S0801

Table 32, Vehicles Available, shows that the largest group comprising 51.2% of all workers had access to 3 or more vehicles which is more than both the County (38.6%) and the State (31.1%), followed by 39% of Borough workers who had access to 2 vehicles, lower than the County (41.9%) and the State (40.2%).

Table 32: Vehicles Available (to workers 16 years old and over) for Oceanport Borough, Monmouth County and New Jersey, 2017

Vehicles Available	Oceanport Borough	Monmouth County	New Jersey
Workers 16 years and over	2,823	307,496	4,282,155
No vehicle available	0.0%	3.1%	6.4%
1 vehicle available	9.8%	16.5%	22.3%
2 vehicles available	39.0%	41.9%	40.2%
3 or more vehicles available	51.2%	38.6%	31.1%

Data Source: U.S. Census Bureau, 2013-2017 5-Year American Community Survey, Table S0801

ANALYSIS OF FORECASTS AND PROJECTIONS

Oceanport Borough and Monmouth County are served by the North Jersey Transportation Planning Authority (NJTPA), one of New Jersey's three metropolitan planning organizations. The NJTPA oversees more than \$2 billion in transportation improvement projects within its region and provides a forum for interagency cooperation and public input. It also sponsors and conducts studies, assists County planning agencies and monitors compliance with national air quality goals.

The NJTPA regularly publishes population and employment projections for its constituent municipalities and counties. Table 33, Long-Term Population, Household and Employment Projections 2015-2045, indicates a 0.6% and 1.1% annual increase in Oceanport's population and households respectively from 2015 to 2045, compared to 0.2% and 0.4% in Monmouth County. Employment is forecast to increase by 1.4% annually in Oceanport between 2015 and 2045, compared to 0.4% in Monmouth County.

Table 33: Long-term Population, Household and Employment Forecasts, Oceanport Borough and Monmouth County, 2015-2045

	Oceanport Borough	Monmouth County
Population		
2015 Population	5,831	631,442
2045 Population	6,899	671,946
Annualized % Population Change 2015-2045	0.6%	0.2%
Households		
2015 Households	2,269	238,584
2045 Households	3,156	265,293
Annualized % Household Change 2015-2045	1.1%	0.4%
Employment		
2015 Employment	3,988	265,560
2045 Employment	6,143	295,002
Annualized % Employment Change 2015-2045	1.4%	0.4%

Source: North Jersey Transportation Planning Authority, Plan 2045: Connecting North Jersey, Appendix A Demographic Projections - Current NJTPA Board approved Municipal Forecasts November 13, 2017

The Fair Housing Act requires that Housing Elements and Fair Share Plans include a 10-year projection of new housing units based on the number of building permits, development applications approved, and probable developments, as well as other indicators deemed appropriate (N.J.S.A. 52:27D-310.b).

Annual building permits issued for new residential construction in Oceanport during the years 2009 through 2018 averaged roughly 12 units per year. If the 2009-2018 rate were to remain relatively constant, Oceanport might see 120 new dwelling units by the end of the next ten-year period, or 2028. These primarily include single-family units and multi-family structures with 3 or more units.

Table 34, Building Permits Issued and New Housing Projection, provides an estimate of anticipated residential growth based on the extrapolation of prior housing activity into the future. Factors such as the business cycle and physical obstacles to development may result in a lower or higher actual number.

Table 34: Building Permits Issued and New Housing Projection for Oceanport Borough, 2018

YEAR	Total Residential Units	Single-Family	Two-family	3 or more family units
2009	6	6	0	0
2010	16	12	0	4
2011	6	6	0	0
2012	5	5	0	0
2013	28	10	0	18
2014	11	11	0	0
2015	8	8	0	0
2016	18	18	0	0
2017	17	17	0	0
2018	5	5	0	0
Annual Average	12.0	9.8	0.0	2.2
Ten-Year Projection	120	98	0	22

Data Source: New Jersey Department of Labor and Workforce Development, Residential Building Permit Data, 1980-2018 Annual Municipal New Privately-Owned Residential Housing Units Authorized to Be Built.



Appendix 5. Rehabilitation Documentation



Appendix 6. RDP Documentation



Appendix 6a: Oceanport Manor – RDP Documentation



MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

RECEIVED
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CHRISTINE GIORDANO HANLON
COUNTY CLERK
MONMOUTH COUNTY, NJ

Deed Restriction

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY
WITH RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Multi-Family Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 16th day of December, 2016, by and between the New Jersey Housing and Mortgage Finance Agency ("Administrative Agent"), and Affordable Housing Alliance Inc. a New Jersey Non-Profit having offices at 3535 Route 66, Parkway 100, Building 4, Neptune Township, NJ 07754, New Jersey the developer (the "Owner") of a residential low- or moderate-income rental project subsidized by the State Of New Jersey (the "State") The HOME Production Program in cooperation with the Administrative Agent, under the Oceanport Manor Apartments DCA Grant #: 2014-02298-0384-00 (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of the subsidies received for the Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction, with respect to the Addition, as hereinafter defined, consisting of those improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Addition

The Addition consists of all of the improvements adding six (6) additional units in the building, that is located in the municipality of Oceanport Borough, County of Monmouth, State of New Jersey, and described more specifically as Block No. 110 Lot No. 18.01, and known by the street address:

25 Main Street

More specifically designated as:

No. of Unit	No. of Bedrooms	Sq. Ft.	Monthly Net Rent (exclusive of tenant paid utilities)	Below or equal to 50% of HUD Area Median Income (AMI) "L"	Above 50% but below 80% of HUD AMI "M"
8	1	600	\$460	L	
12	1	700	\$820		M
10	2	771	\$771	L	
11	2	930	\$967		M
9	3	1053	\$878	L	
13	3	1139	\$1106		M

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land as applicable to the Addition only for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the

date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts that have received State HOME funds shall remain subject to these affordability requirements for a period of at least 20 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the State of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the State within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the State and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the State shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

NJ Housing and Mortgage Finance Agency

BY: _____

Anthony D. Marchetta
Executive Director

[THE OWNER]

BY: Donna M. Blaze
Name Donna M Blaze
Title Chief Executive Officer

APPROVED BY THE STATE OF NEW JERSEY

BY: Richard Montemore
Richard Montemore
Administrator

ACKNOWLEDGEMENTS

On this the 6th day of April, 2016 before me came Anthony L. Marchetta known and known to me to be Executive Director of NJ Housing and Mortgage Finance Agency, the Administrative Agent identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of the State, and that (s)he has so executed the foregoing Agreement for the purposes stated therein

Karen A. Knight
NOTARY PUBLIC

KAREN A. KNIGHT
A Notary Public of New Jersey
My Commission Expires August 13, 2019

On this the 24 day of March, 2016 before me came Donna M Blaze, to me known and known to me to be Chief Executive Officer of the Affordable Housing Alliance, Inc., the Owner of the Property who states that (s)he has signed said Agreement for the purposes stated therein.

TOI L. COLLINS
NOTARY PUBLIC

TOI L. COLLINS
Notary Public
State of New Jersey
My Commission Expires 10/20/19

On this the 11th day of April, 2016 before me came Richard Montemore known and known to me to be the Administrator of the Department of Community Affairs of the State of New Jersey, who states that he has signed said Agreement on behalf of said State for the purposes stated therein.

Tonika Wilson
NOTARY PUBLIC

TONIKA WILSON
ID # 2312969
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires June 10, 2019

NEW JERSEY DEPARTMENT OF COMMUNITY
101 SOUTH BROAD ST
AFFAIRS

TRENTON NJ 08625 -

ATT: LIA LORD, 5TH FLOOR

CHRISTINE GIORDANO-HANLON
COUNTY CLERK
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
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PREPARED BY:  , Esq. 23

FREDRICK P. NIEMANN
ATTORNEY-AT-LAW

SEP 19 2001

HOME HOUSING PRODUCTION PROGRAM



881910

MORTGAGE

we THIS MORTGAGE (SECURITY INSTRUMENT) made this *23rd* day of *January*, 2001, between **MONMOUTH HOUSING ALLIANCE** having offices at **59 Broad Street, Eatontown, New Jersey 07724**, (BORROWER(S)); and the Monmouth County Community Development HOME Program, an agency of Monmouth County, located at Hall of Records Annex, East Main Street, Freehold, New Jersey, 07728-1255, (LENDER).

THE BORROWER(S) has applied for financial assistance under the Monmouth County Community Development HOME Program for the purpose of creating new housing units (rental and/or homeownership) or rehabilitating existing rental units by correcting housing code violations which render the BORROWER'S property substandard.

THE LENDER has agreed to grant the BORROWER(S) AN INTEREST-FREE DEFERRED PAYMENT LOAN in the amount of **Eighty Thousand and 00/100 Dollars (\$ 80,000.00)**. This loan is evidenced by BORROWER(S) MORTGAGE NOTE, dated the same date as this SECURITY INSTRUMENT, which provides for the terms of payment, and to which this MORTGAGE is subject. The provisions of the mortgage note are incorporated into this mortgage as if set forth at length herein.

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

To induce LENDER to grant this loan, and to secure the performance by the BORROWER(S) of the MORTGAGE AND MORTGAGE NOTE, the BORROWER(S), does hereby mortgage, grant and convey to LENDER, its successors and assigns with the power of sale, certain collateral which is all that tract or parcel of land and premises in the County of Monmouth, State of New Jersey, located at **Block 110, Lots 18.01 and 18.02, as shown on the Official Tax Map of the Borough of Oceanport, said property being located on Main Street in the Borough of Oceanport, County of Monmouth, State of New Jersey** which are the premises conveyed to BORROWER(S) by deed from **B-Four enterprises, LLC , Block # 110, Lot #18.01 and 18.02; dated February 8, 2000** and recorded in the Monmouth County Clerk's Office on **February 15, 2000 in Book Number 5908, Page 951.**

The BORROWER warrants that BORROWER is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the PROPERTY and that the PROPERTY is unencumbered, except for encumbrances of record. BORROWER warrants and will defend,

generally, the title to the PROPERTY against all claims and demands, subject to any encumbrances of record.

THE BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. BORROWER shall keep the buildings on the premises insured against loss by fire and all other hazards in a sum not less than the amount of this MORTGAGE, for the benefit of the LENDER.
2. BORROWER shall keep the buildings on the premises in repair at all times and no building on the premises shall be removed or demolished without the written consent of the LENDER.
3. BORROWER shall comply with the terms of this MORTGAGE and NOTE and the Monmouth County Community Development HOME Program Guidelines and Procedures.
4. Upon payment in full of all sums secured by this SECURITY INSTRUMENT, pursuant to the terms of the NOTE, LENDER SHALL CANCEL THE SECURITY INSTRUMENT without charge to BORROWER and shall record such cancellation.
5. The LENDER shall have all rights and remedies to insure repayment of the debt and to protect the LENDERS'S security interest in the property, including but not limited to, acceleration of payment of the debt if the BORROWER fails to perform the covenants and agreements contained in this SECURITY INSTRUMENT or the Monmouth County Community Development Home Program Mortgage Note or there is a legal proceeding that may significantly affect LENDER'S rights in the property (such as a proceeding in bankruptcy, probate, or condemnation or to enforce laws or regulations).
6. If, all or any part of, the property or any interest in it is sold or transferred without LENDER'S prior written consent, LENDER may, at its option, require immediate payment in full of all sums secured by this SECURITY INSTRUMENT. If LENDER exercises this option, LENDER shall give BORROWER notice of acceleration which notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed, within which BORROWER must pay all sums secured by this SECURITY INSTRUMENT. If BORROWER fails to pay these sums prior to the expiration of this period, LENDER may invoke any remedies permitted by this SECURITY INSTRUMENT, the Laws of the State of New Jersey or Federal Laws, without further notice or demand on BORROWER.
7. Property Standards - Housing assisted with HOME funds, at a minimum, must meet the housing quality standards in ' 882.109 (as may be amended and/or redesignated) of the HOME Investment Partnership Act. In addition, housing that is newly constructed or substantially rehabilitated with HOME funds must meet all

applicable codes, rehabilitation standards, ordinances, and zoning ordinances. The County's standards for rehabilitation are the HUD Housing Quality Standards (HQS) and the New Jersey Building Codes. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials. Substantially rehabilitated housing must meet the cost-effective energy conservation and effectiveness standards at 24 CFR Part 39.

8. **Qualification as Affordable Housing: Rental Housing.** The HOME assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the following requirements to qualify as affordable housing. The affordability requirements also apply to the HOME-assisted non-owner-occupied units in single-family housing purchased with HOME funds in accordance with SECTION 9: QUALIFICATION AS AFFORDABLE HOUSING: HOMEOWNERSHIP.

- A. Rent Limitation - HUD provides the following maximum HOME rent limits. The maximum HOME rents are the lesser of:

1. The fair market rent for existing housing for comparable units in Monmouth County as established by HUD under 24 CFR 888.111; or
2. A rent that does not exceed thirty percent (30%) of the adjusted income¹ of a family whose annual income equals sixty-five percent (65%) of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

- B. **Additional Rent Limitations.** In rental projects with five or more HOME-assisted rental units, twenty (20) percent of the HOME-assisted units must be occupied by very low-income families and meet one of the following rent requirements:

1. The rent does not exceed 30 percent of the annual income of a family whose income equals 50 percent of the median income for Monmouth County, with adjustments for smaller and larger families. HUD provides the HOME rent limits which include average occupancy per unit and adjusted income assumptions. However, if the rent determined under this paragraph is higher than the applicable rent under (A) of this section, then the maximum rent for units under this paragraph is that calculated under paragraph (A).

¹ adjusted income - Is the annual (gross) income reduced by deductions for dependents, elderly households, medical expenses, handicap assistance expenses and child care. The HOME Program uses the income definitions used in the Section 8 Program. Adjusted income is used in the HOME Program to compute actual tenant payment.

2. The rent does not exceed 30 percent of the family's adjusted income. If the unit receives Federal or State project-based rental subsidy and the very low-income family pays as a contribution toward rent not more than 30 percent of the family's adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program.
- C. **Initial Rent Schedule and Utility Allowances.** The County must establish maximum monthly allowances for utilities and services (excluding telephone). The County must review and approve rents proposed by the Owner for units subject to the maximum rent limitations in paragraphs A or B of this section. For all units subject to the maximum rent limitations in paragraphs A or B of this section for which the tenant is paying utilities and services, the County must ensure that the rents do not exceed the maximum rent minus the monthly allowances for utilities and services.
- D. **Nondiscrimination Against Rental Assistance Subsidy Holders.** The owner cannot refuse to lease HOME-assisted units to certificate or voucher holder under 24 CFR part 982 -- Section 8 Tenant-Based Assistance; Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher or comparable HOME tenant-based assistance document.
- E. **Periods of Affordability.** The HOME-assisted units must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The affordability requirements apply without regard to the term of any loan or mortgage of the transfer of ownership. They must be imposed by deed restriction, covenants running with the land, or other mechanisms approved by HUD, except that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure. The affordability restriction shall be revived according to the original terms if, during the original affordability period, the owner of record before the foreclosure or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property.

Rental Housing Activity	Minimum period of affordability in years
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15
New construction or acquisition of newly constructed housing	20

F. Subsequent Rents During the Affordability Period.

1. The maximum HOME rent limits are recalculated on a periodic basis after HUD determines fair market rents and median incomes. HUD then provides the new maximum HOME rents to the County. Regardless of changes in fair market rents and in median incomes over time, the HOME rents for a project are not required to be lower than the HOME rent limits for the project in effect at the time of project commitment.
2. The County must provide project owners with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits in paragraph F 1 of this section) in accordance with the written agreement between the County and the owner. Owners must annually provide the County with information on rents and occupancy of HOME-assisted units to demonstrate compliance with this section.
3. Any increase in rents for HOME-assisted units is subject to the provisions of outstanding leases, and in any event, the owner must provide tenants of those units not less than 30 days prior written notice before implementing any increase in rents.

G. Adjustment of HOME Rent Limits for a Particular Project.

1. Changes in fair market rents and in median income over time should be sufficient to maintain the financial viability of a project within the HOME rent limits in this section.
2. HUD may adjust the HOME rent limits for a project, only if HUD finds

that an adjustment is necessary to support the continued financial viability of the project and only by an amount that HUD determines is necessary to maintain continued financial viability of the project. This authority will be used sparingly.

- H. **Tenant Income.** The income of each tenant must be determined initially in accordance with HOME Program regulations at §92.203. In addition, each year during the period of affordability the project owner must re-examine each tenant's annual income in accordance with one of the options in §92.203 of the HOME Program regulations selected by the County. An owner of a multi-family project with an affordability period of 10 years or more who re-examines tenant's annual income through a statement of certification in accordance with §92.203(a)(1)(ii), must examine the income of each tenant, in accordance with §92.203(a)(1)(i), every sixth year of the affordability period. Otherwise, an owner who accepts the tenant's statement and certification in accordance with §92.203(a)(1)(ii) is not required to examine the income of tenants in multi-family or single-family projects unless there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income.
- I. **Over-Income Tenants.**
1. HOME-assisted units continue to qualify as affordable housing despite a temporary noncompliance caused by increases in the incomes of existing tenants if actions satisfactory to HUD are being taken to ensure that all vacancies are filled in accordance with this section until the noncompliance is corrected.
 2. Tenants who no longer qualify as low-income families must pay as rent the lesser of the amount payable by the tenant under State or local law or 30 percent of the family's adjusted income, except that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to section 42 of the Internal Revenue Code of 1986 (26 USC 42) must pay rent governed by section 42.
- J. **Fixed and Floating HOME Units.** In a project containing HOME-assisted and other units, the County may designate fixed or floating HOME units. This designation must be made at the time of project commitment. Fixed units remain the same throughout the period of affordability. Floating units are changed to maintain conformity with the requirements of this section during the period of affordability so that the total number of housing units meeting the requirements of this section remains the same, and each substituted unit is comparable in terms of size, features, and number of bedrooms to the originally designated HOME-assisted unit.

K. Tenant and Participant Protections

- 1) Lease - The lease between the tenant and an Owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the Owner.
- 2) Prohibited Lease Terms - The lease may not contain any of the following provisions:
 - a) Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
 - b) Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
 - c) Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
 - d) Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
 - e) Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 - f) Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;
 - g) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
 - h) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs, even if the tenant wins in a court proceeding

by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

- 3) Termination of Tenancy - An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy
- 4) Tenant Selection. An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria that:
 - a) Are consistent with the purpose of providing housing for very low-income and low-income families;
 - b) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
 - c) Give reasonable consideration to the housing needs of families that would have a Federal preference under 6(c) (4)(A) of the 1937 Act (For reference see section 92.209 of the HOME Program regulations);
 - d) Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
 - e) Give prompt written notification to any rejected applicant of the grounds for any rejection.

L. Income Targeting: Rental Units

Each owner must invest HOME funds made available with respect to rental units:

- 1) Not less than 90 percent of:
 - a) The families receiving such assistance are families whose annual incomes do not exceed 60 percent of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger families (except that HUD may establish income ceilings higher or lower than 60 percent of the median for the area on the basis of HUD's

findings that such variations are necessary because of prevailing levels of construction cost or fair market rent, or unusually high or low family income) at the time of occupancy or at the time funds are invested, whichever is later; or

- b) The dwelling units assisted with such funds are occupied by families having such incomes; and

2) The remainder of :

- a) The families receiving such rental assistance are households that qualify as low-income families (other than families described in paragraph (1)(a) of this section) at the time of occupancy or at the time funds are invested, whichever is later; or
- b) The dwelling units assisted with such funds are occupied by such households.

9. Qualification as Affordable Housing: Homeownership

- A) Acquisition with or without rehabilitation - Housing that is for acquisition by a family must meet the affordability requirements of this paragraph (A).

- 1) The housing must be single-family housing (1- to 4-family residence, condominium unit, cooperative unit, combination manufactured home and lot, or manufactured home lot).
- 2) The housing must be modest housing as follows:
 - (a) In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area, as shown below.

<u>Unit Size</u>	<u>Mortgage Limit</u>
1-family and condominium unit	\$ 151,725
2-family	\$ 194,100
3-family	\$ 234,600
4-family	\$ 291,600

- (b) In the case of acquisition with rehabilitation, the housing has an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the

area, described in paragraph 1b(i) of this section.

- (c) If the County uses HOME funds for homebuyer assistance or for rehabilitation of owner-occupied single-family properties, the County may use the Single Family Mortgage Limits under Section 203(b) of the National Housing Act or it may determine 95 percent of the median area purchase price for single family housing in the County as follows. The County must set forth the price for different types of single family housing (1- to 4- family residence, condominium unit, cooperative unit, combination of manufactured housing and lot or manufactured housing lot) for the County. The 95 percent of median area purchase price must be established in accordance with a market analysis which ensured that a sufficient number of recent housing sales are included in the survey. Sales must cover the requisite number of months based on volume: (1) For 500 or more sales per month, a one-month reporting period; (2) For 250 through 499 sales per month, a two-month reporting period, (3) For less than 250 sales per month, at least a three-month reporting period. The data must be listed in ascending order of sales price. The address of the listed properties must include the location within the County. Lot, square and subdivision data may be substituted for the street address. The housing sales data must reflect all, or nearly all, of the one-family house sales in the entire County. To determine the median, take the middle sale on the list if an odd number of sales and if an even number, take the higher of the middle numbers and consider it the median. After identifying the median sales price, the amount should be multiplied by .95 to determine the 95 percent of the median area purchase price. This information must be submitted to the HUD Field Office for review.

- 3) The housing must be acquired by a homebuyer whose family qualifies as a low- income family and the housing must be the principal residence of the family throughout the period described in paragraph (1)(c).
- 4) Periods of Affordability. The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The per unit amount of HOME funds

and the affordability period that they trigger are described more fully in paragraphs (1)(e)(i) (resale) and (ii) (recapture) of this section.

Homeownership Assistance HOME amount per-unit	Minimum period of affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

- 5) Resale and Recapture. To ensure affordability, the County shall impose either resale or recapture requirements, at its option. The County must establish the resale or recapture requirements that comply with the standards of this section and set forth the requirements in its consolidated plan. HUD must determine that they are appropriate.

- (a) Resale. Resale requirements must ensure, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability, that the housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as its principal residence. The resale requirement also must ensure that the price at resale provides the original HOME-assisted owner a fair return on investment (including the homeowner's investment and any capital improvement) and ensure that the housing will remain affordable to a reasonable range of low-income homebuyers. The period of affordability is based on the total amount of HOME funds invested in the housing.

- (1) Except as provided in paragraph (1)(e)(i)(B) of this section, deed restrictions, covenants running with the land, or other similar mechanisms must be used as the mechanism to impose the resale requirements. The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure or assignment of an FHA insured mortgage to HUD. The County

may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the termination event, obtains an ownership interest in the housing.

- (2) Certain housing may be presumed to meet the resale restrictions (i.e., the housing will be available and affordable to a reasonable range of low-income homebuyers; a low-income homebuyer will occupy the housing as the family's principal residence; and the original owner will be afforded a fair return on investment) during the period of affordability without the imposition of enforcement mechanisms by the County. The presumption must be based upon a market analysis of the neighborhood in which the housing is located. The market analysis must include an evaluation of the location and characteristics of the housing and residents in the neighborhood (e.g., sale prices, age and amenities of the housing stock, incomes of residents, percentage of owner-occupants) in relation to housing and incomes in the housing market area. An analysis of the current and projected incomes of neighborhood residents for an average period of affordability for homebuyers in the neighborhood must support the conclusion that a reasonable range of low-income families will continue to qualify for mortgage financing. For example, an analysis shows that the housing is modestly priced within the housing market area and that families with incomes of 65% to 80% of area median can afford monthly payments under average FHA terms without other government assistance and housing will remain affordable at least during the next five to seven years compared to other housing in the market area; the size and amenities of the housing are modest and substantial rehabilitation will not significantly increase the market value; the neighborhood has housing that is not currently owned by the

occupants, but the County is encouraging Homeownership in the neighborhood by providing homeownership assistance and by making improvements to the streets, sidewalks, and other public facilities and services. If the County in preparing a neighborhood revitalization strategy under §92.251(e)(2) of its consolidated plan or Empowerment Zone or Enterprise Community application under 24 CFR part 597 has incorporated the type of market data described above, that submission may serve as the required analysis under this section. If the County continues to provide homeownership assistance for housing in the neighborhood, it must periodically update the market analysis to verify the original presumption of continued affordability.

- (b) Recapture. Recapture provisions must ensure that the County recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The County may structure its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds subject to recapture described in paragraph (1)(e)(ii)(A)(5) of this section.
 - (i) The following options for recapture requirements are acceptable to HUD. The County may adopt, modify or develop its own recapture requirements for HUD approval.
 - (a) Recapture entire amount. The County may recapture the entire amount of the HOME investment from the homeowner.
 - (b) Reduction during the affordability period. The County may reduce the HOME investment amount to be recaptured on a prorata basis for the time the homeowner has

owned and occupied the housing measured against the required affordability period.

- (c) Shared net proceeds. If the net proceeds are not sufficient to cover to recapture the full HOME investment (or a reduced amount as provided for in paragraph (1)(e)(ii)(A)(2), above, of this section) plus enable the homeowner to recover the amount of the homeowner's downpayment and any capital improvement investment made by the owner since purchase, the County may share the net proceeds. The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

$$\frac{\text{HOME investment}}{\text{HOME investment} + \text{homeowner investment}} \times$$

$$\text{Net proceeds} = \text{HOME amount to be recaptured}$$

$$\frac{\text{HOME investment}}{\text{HOME investment} + \text{homeowner investment}} \times$$

$$\text{Net proceeds} = \text{amount t to homeowner}$$

- (d) Owner investment returned first. The County may permit the homebuyer to recover the homebuyer's entire investment (downpayment and capital improvements made by the owner since purchase) before recapturing the HOME investment.

- (e) Amount subject to recapture. The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. That includes any HOME assistance that reduced the purchase price from fair market

value to an affordable price, but excludes the amount between the cost of producing the unit and the market value of the property (i.e., the development subsidy). The recaptured funds must be used to carry out HOME-eligible activities in accordance with the requirements of this part. If the HOME assistance is only used for development subsidy and therefore not subject to recapture, the resale option must be used.

- (f) Special considerations for single-family properties with more than one unit. If the HOME funds are only used to assist a low-income homebuyer to acquire one unit in single-family housing containing more than one unit and the assisted unit will be the principal residence of the homebuyer, the affordability requirements of this section apply only to the assisted unit. If HOME funds are also used to assist the low-income homebuyer to acquire one or more of the rental units in the single-family housing, the affordability requirements of §92.252 of the HOME Program regulations apply to assisted rental unit, except that the County may impose resale or recapture restrictions on all assisted units (owner-occupied and rental units) in the single family housing. If resale restrictions are used, the affordability requirements on the assisted rental units may be terminated, at the discretion of the County, upon recapture of the HOME investment. (If HOME funds are used to assist only the rental units in such a property then the

requirements of §92.252 of the HOME regulations would apply and the owner-occupied unit would not be subject to the income targeting or affordability provisions of §92.254.)

- (g) Lease-purchase. HOME funds may be used to assist homebuyers through lease-purchase programs. The housing must be purchased by homebuyer within 36 months of signing the lease-purchase agreement. The homebuyer must qualify as a low-income family at the time the housing is transferred if more than six months have elapsed since the County determined that the family was income eligible. If HOME funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase program, the HOME affordability requirements for rental housing in §92.252 of the HOME regulations shall apply if the housing is not transferred to a homebuyer within forty-two months after project completion.

B) Rehabilitation not involving acquisition. Housing that is currently owned by a family qualifies as affordable housing only if:

- 1) The estimated value of the property, after rehabilitation, does not exceed 95 percent of the median purchase price for the are, described in paragraph (1)(b)(iii) of this section; and
- 2) The housing is the principal residence of an owner whose family qualifies as a low-income family at the time HOME funds are committed to the housing.

C) Ownership Interest. The ownership in the housing assisted under this section must meet the definition of "homeownership" in §92.2 of the HOME regulations.

- D) New Construction without Acquisition. Newly constructed housing that is built on property currently owned by a family which will occupy the housing upon completion, qualifies as affordable housing if it meets the requirements under paragraph (1) of this section.
- E) Income Targeting: Homeownership

Each Owner must invest HOME funds made available so that with respect to homeownership assistance, 100 percent of these funds are invested in dwelling units that are occupied by households that qualify as low-income families at the time of occupancy or at the time funds are invested, whichever is later.

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

ATTEST:

CORPORATE BORROWER:
MONMOUTH HOUSING ALLIANCE


Name: Joseph McCarthy
Title: Secretary-Treasurer

BY: 
Name: Donna Rose
Title: Executive Administrator

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF MONMOUTH

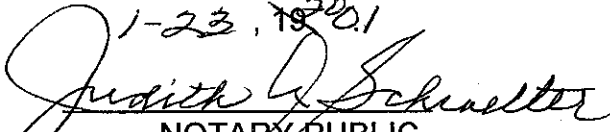
SS:

I CERTIFY that on _____, 2000, Joseph McCarthy personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the **Secretary-Treasurer** of the **MONMOUTH HOUSING ALLIANCE**, the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is **Donna Rose**, the **EXECUTIVE ADMINISTRATOR** of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

1-23, 1920.1


NOTARY PUBLIC


Name: Joseph McCarthy
Title: Secretary-Treasurer

HOME HOUSING PRODUCTION PROGRAM

MORTGAGE NOTE

FOR VALUE RECEIVED, the UNDERSIGNED BORROWER(S) promises to pay in accordance with this MORTGAGE NOTE to the order of the Monmouth County Community Development HOME Housing Production Program, an agency of Monmouth County, located at the Hall of Records Annex, East Main Street, Freehold, New Jersey 07728-1255 (LENDER), the sum of **Eighty Thousand and 00/100 dollars (\$ 80,000.00)**, (TOTAL DEBT) at no interest, which LENDER has loaned to the BORROWER(S), under the Monmouth County Community Development HOME Housing Production Program (HPP), for the purpose of construction new single-family, for-sale housing units on the BORROWER(S) property located at **Block 110, Lots 18.01, 18.02**, and described in the MORTGAGE signed on the same date as this MORTGAGE NOTE.

BORROWER FURTHER AGREES AS FOLLOWS:

1. To spend for this rehabilitation the total sum of **Eighty Thousand and 00/100 dollars (\$ 80,000.00)** received from LENDER in the form of an interest-free, deferred payment loan, which shall remain a lien on the BORROWER(S) premises for a period of **five (5)** years from the date that this project is reported as completed in the Integrated Disbursement and Information System (IDIS) or its successor to the U.S. Department of Housing and Urban Development and which must be repaid in the event of the death of the BORROWER, transfer and/or conveyance of title or sale of the property within the **five (5)** year duration of this MORTGAGE NOTE, with the following provisions:
 - (A) BORROWER agrees to be responsible for any unanticipated and additional costs and expenses incurred for the rehabilitation of BORROWER'S property and understands that any additional monies will be added to the deferred payment loan. (TOTAL DEBT). Said expense will be itemized in a change order document.
 - (B) If the property covered by this Note is sold, transferred or conveyed prior to the end of the **fifth (5th)** full year from the date that this project is reported as completed in the Integrated Disbursement and Information System (IDIS) or its successor to the U.S. Department of Housing and Urban Development, then BORROWER(S) shall repay, in full, one-hundred (100%) percent of the amount of the DEBT immediately.
 - (C) At the end of **five (5)** full years from the date that this project is reported as completed in the Integrated Disbursement and Information System (IDIS) or its successor to the U.S. Department of Housing and Urban Development,

the TOTAL DEBT is terminated as provided for herein.

2. Payment shall be made to the LENDER, within thirty (30) days of becoming due and payable at the above address of the LENDER.
3. BORROWER(S) will promptly pay all taxes, levies and assessments on the property.
4. The repayment provisions of paragraph 1, (B) & (C), shall survive the death of BORROWER and same shall be deemed an obligation of the estate. However, a surviving spouse who is a co-borrower, pursuant to this instrument, shall retain such rights and such obligations as are provided for in paragraph 1, (B) & (C) of this mortgage note, notwithstanding the death of the co-borrower.
5. If the BORROWER(S) dies, or title to the premises is transferred (excluding surviving spouse) for any reason, BORROWER(S) or his heirs, executors or representatives shall notify the LENDER within ten (10) days by certified mail at the above address and lender shall be entitled to repayment as set forth above.

If the BORROWER is a corporation or a partnership and the BORROWER is dissolved or declares bankruptcy for any reason whatsoever, LENDER may, at its option, require immediate payment in full of this total debt.

6. BORROWER(S) agrees that while the loan remains outstanding, BORROWER(S) shall keep the premises in good repair without permitting deterioration of the property.
7. BORROWER(S) agrees to comply with all laws, ordinances, regulations, covenants, and restrictions affecting this property.
8. LENDER or his agent may make reasonable inspection of the property, provided the LENDER gives reasonable notice to BORROWER(S) prior to inspection.
9. The BORROWER(S) agrees to comply with the terms of this MORTGAGE NOTE, the related MORTGAGE, and Monmouth County Community Development HOME Housing Production Program Guidelines and Procedures. Should BORROWER(S) fail to comply with any term of this MORTGAGE NOTE, the accompanying MORTGAGE, the Monmouth County Community Development Home Production Program guidelines and procedures in effect at the time of execution of the document or as amended thereafter and all documents executed by the Borrower in connection with this loan including by way of example, and not limited to, property owner agreement, mortgage modification document, construction agreement, BORROWER(S) will be in default and the entire LOAN shall immediately become due and payable. In the event of a foreclosure, BORROWER(S) shall be responsible for all legal fees, cost of suit, and expenses of the foreclosure. In addition, LENDER may take whatever measures are necessary to preserve the value of

the property.

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

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

ATTEST:

BORROWER:
MONMOUTH HOUSING ALLIANCE

Name: Joseph McCarthy
Title: Secretary-Treasurer

BY: _____
Name: Donna Rose
Title: Executive Administrator

To the County Recording Officer of Monmouth County:

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

Dated _____ (Seal)

(Print name, Title)

I certify that the signature of the Lender is genuine.

(Print name, Title)

MORTGAGE
NOTE

FROM:

**MONMOUTH HOUSING ALLIANCE
59 BROAD STREET
EATONTOWN, NEW JERSEY 07724**

BORROWER(S),

TO:

**COMMUNITY DEVELOPMENT HOME PROGRAM
COUNTY OF MONMOUTH
Hall of Records Annex
One East Main Street
Freehold, NJ 07728-1255**

LENDER.

DATED:

Record & Return to:

**COMMUNITY DEVELOPMENT HOME PROGRAM
COUNTY OF MONMOUTH
HALL OF RECORDS ANNEX
FREEHOLD, NJ 07728-1255
Attention: Virginia A. Edwards**

The face amount of the within MORTGAGE is hereby reduced to the principal sum of _____ dollars (_____).

MONMOUTH COUNTY COMMUNITY DEVELOPMENT HOME PROGRAM

BY _____
(Authorized Official)

WITNESS

(Print name)

To the County Recording Officer of Monmouth County:

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

Dated: _____ 19_____. _____ (Seal)

I certify that the signature of the Lender is genuine.

(Print name)

WITNESS

COUNTY RECORDING FEES \$57.00
DEDICATED TRUST \$2.00
FUND COMMISSION
TOTAL \$59.00

Record & Return to:

*R+R Via Interoffice
mail to*

COMMUNITY DEVELOPMENT HOME PROGRAM
COUNTY OF MONMOUTH
HALL OF RECORDS ANNEX
FREEHOLD, NJ 07728-1255
Attention: Virginia A. Edwards

*R+R
1999*

M. CLAIRE FRENCH
COUNTY CLERK
MONMOUTH COUNTY
NEW JERSEY
INSTRUMENT NUMBER
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RECORDED ON
SEP 20, 2001
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BOOK: 08-8051
PAGE: 9508
Total Pages: 23

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

This Agreement, made this 1st day of October, 2009 between Monmouth Housing Alliance d/b/a Affordable Housing Alliance a not-for-profit corporation of the State of New Jersey, having its principal office at 59 Broad Street, (hereinafter the "Sponsor") and Oceanport, a municipal corporation in the County of Monmouth and the State of New Jersey (hereinafter the "Municipality").

WITNESSETH

In consideration of the mutual covenants herein contained for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. The project is or will be situated on that Parcel of land known and designated as Black 110, Lot 18.01 as shown on the Official Assessment Map of the municipality of Oceanport and more commonly referred to as 25 Main Street, Oceanport, New Jersey. This project will originally encompass six (6) rental units for low to moderate income individuals and will later be expanded to include six (6) additional rental units for a total of twelve (12) rental units. Entry into this agreement shall require the parcel to be deed restricted for a minimum of 30 years consistent with the COAH obligations referenced in paragraph 2. Upon expiration of the COAH obligations this payment in lieu of taxes agreement shall expire
2. As of January 1, 2010 the land and improvements comprising the projects shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the project from real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the COAH obligation is required according to N.J.S.A. 52:27D-301 et seq. and COAH's N.J.A.C. 5:94-1 et seq. may not exceed fifty (50) years. Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:
 - a. Sponsor shall make payment to the Municipality in an amount equal to six (6%) percent of the annual gross operating revenue from the date of the agreement and for the remaining term as stated above.
 - b. As used herein, "Project Revenue" means the total annual gross rental or other income of the Sponsor from the Project, which shall not include the cost of gas, electricity and heating fuel for direct housing units or the cost of sewer and water as part of the operation of the property. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.
 - c. The amount of payment in lieu of taxes to be paid pursuant to paragraph A above is calculated in Exhibit A attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set

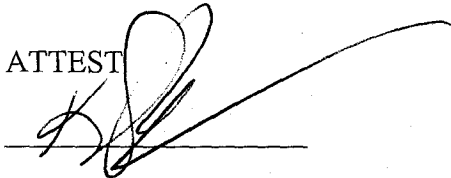
forth in Exhibit A and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Exhibit A below.

- i. Payment by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after signing this agreement and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 6% of the Project Revenues as set forth in the Audit ("Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the municipality shall credit the amount of such excess to the account of the Sponsor.
- ii. All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments continued regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.
- iii. In the event of any delinquency in the aforesaid payment, the Municipality shall give notice to the Sponsor and DCA in the manner set forth in 2G below, prior to any legal action being taken.
- d. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the COAH law and regulations made thereunder and the supervision of the Department of Community Affairs, but in no event longer than the term identified in paragraph 2. In the event of (a) sale, transfer or conveyance of the Project by the sponsor or (b) a change in the organizational structure of the Sponsor, this agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the law and any other law applicable at the time of assignment of this Agreement.

- e. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successor and assigns, or by the terms of this agreement, or by virtue of the provisions of or any other applicable law, the Project shall be taxed as omitted property in accordance with the law.
- f. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, Buildings and other faculties of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successor and assigns.
- g. Any notice or communication by one party to the other hereafter shall be sent by certified mail, return receipt request addressed as follows:
 - i. When sent by Municipality to the Sponsor, it shall be addressed to the Borough Clerk, 222 Monmouth Boulevard, Oceanport, New Jersey, 07757 or to such other address as the Municipality may designate in writing. **Affordable Housing Alliance, 59 Broad St., Eatontown, NJ 07724**
 - ii. When sent by Sponsor to the Municipality, it shall be addressed to the Borough Clerk, 222 mouth Boulevard, Oceanport, New Jersey, 07757 to to such other address as the Municipality may designate in writing.
- h. In the event of a breach of this agreement by either of the parties hereto or an dispute arising between the parties in reference to the listed provisions as set forth herein either party may apply in the Superior Court Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the law.

ATTEST

ATTEST



SPONSOR:

Affordable Housing Alliance

By: 

Donna Rose Blaze, Executive Director

Municipality:

Borough of Oceanport

By: 

MICHAEL J. MAHON, MAYOR

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A DEVELOPER'S AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT
AND THE AFFORDABLE HOUSING ALLIANCE**

**Resolution #2016-183
09-15-16**

WHEREAS, Southern Burlington County NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) (hereinafter "Mount Laurel"), the Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.*, the regulations adopted by the Council On Affordable Housing (hereinafter "COAH"), and other applicable laws require all New Jersey municipalities to create a realistic opportunity for the provision of low and moderate income housing; and

WHEREAS, it has been determined that the Borough Oceanport like all municipalities throughout the State of New Jersey must provide a realistic opportunity for the creation of housing affordable to low and moderate income households and conforming to the regulations of COAH, other assigned legal entities, the Superior Court of New Jersey and the Uniform Housing Affordability Controls ("UHAC"); and

WHEREAS, the Borough has instituted a declaratory judgment action in the Superior Court of New Jersey seeking a declaration that it has satisfied its affordable housing obligation for the third round period and it is seeking a judgment of repose from builder's remedy litigation for a ten year period through that litigation; and

WHEREAS, to partially address its affordable housing obligation, the Borough and the Affordable Housing Alliance ("AHA") have agreed to create to work together to create a rental community of 12 apartments on Block 110/Lot 18.01 referred to as the "Oceanport Apartments," which contemplates the new construction of 6 rental units which will be added to 6 existing all of which will be affordable to certified low and moderate income households;

WHEREAS, the Mayor and Council believe it is in the best interest of the Borough of Oceanport to enter into a Developer's Agreement with AHA in order to satisfy its constitutional obligation to provide for its fair share of affordable housing.

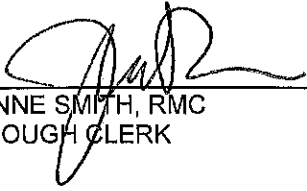
NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that it hereby approves the Developer's Agreement with the Affordable Housing Alliance and the Mayor is authorized to execute the Developer's Agreement attached hereto.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to :

1. Affordable Housing Alliance
2. Elizabeth McManus, P.P.
3. Andrew Bayer, Special Affordable Housing Counsel

Motion:	<i>Cooper</i>	Second:	<i>Irace</i>	
ROLL CALL	YES	NO	ABSTAIN	ABSENT
Briskey	(<i>✓</i>)	()	()	()
Cooper	(<i>✓</i>)	()	()	()
Gallo	()	()	()	(<i>✓</i>)
Irace	(<i>✓</i>)	()	()	()
Kahle	()	()	()	(<i>✓</i>)
Patti	(<i>✓</i>)	()	()	()
Coffey	()	()	()	()

I certify this to be a true copy of Resolution #2016-183 approved by the Oceanport Borough Council at the Regular Meeting held September 15, 2016



JEANNE SMITH, RMC
BOROUGH CLERK

DEVELOPER'S AGREEMENT
BETWEEN
THE BOROUGH OF OCEANPORT
AND
AFFORDABLE HOUSING ALLIANCE

THIS AGREEMENT entered into this 15th day of September, 2016 between the Borough of Oceanport, a municipal corporation, in the County of Monmouth, State of New Jersey, having its office at 315 E. Main Street, Oceanport, New Jersey 07757 (hereinafter "Borough" or "Oceanport") and the Affordable Housing Alliance having an office at 3535 Route 66, Parkway 100, Bldg 4, Neptune NJ, 07753 (hereinafter "AHA" or "Developer").

WHEREAS, Southern Burlington County NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) (hereinafter "Mount Laurel"), the Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.*, the regulations adopted by the Council On Affordable Housing (hereinafter "COAH"), and other applicable laws require all New Jersey municipalities to create a realistic opportunity for the provision of low and moderate income housing (hereinafter "affordable housing"); and

WHEREAS, it has been determined that the Borough must address its obligation of its affordable housing Fair Share Plan, meaning the Borough must provide a realistic opportunity for the creation of units affordable to low and moderate income households and conforming to the regulations of COAH, other assigned legal entities and the Uniform Housing Affordability Controls ("UHAC"); and

WHEREAS, to address this obligation the Borough and AHA have conducted several discussions with regard to creating a rental community of 12 apartments on Block 110/Lot 18.01 referred to as the "Oceanport Apartments," which contemplates the new construction of 6 rental units which will be added to 6 existing all of which will be affordable to certified low and moderate income households; and

WHEREAS, the Borough is also cognizant that if Oceanport Apartments Project fails to materialize, it must still address its obligation to satisfy a portion of its affordable housing obligations with rental housing; and

WHEREAS, the Borough has therefore committed to collaborating and forming an agreement with AHA; and

WHEREAS, the AHA owns the Oceanport Apartments parcel, the Borough has committed to provide financing to AHA to facilitate the construction of said units and to enhance the economic feasibility of the project; and

WHEREAS, AHA has developed and submitted to the Borough a proposal for the construction and administration of a 12-unit, municipally-sponsored rental program, attached hereto as Exhibit A; and

WHEREAS, the AHA proposal includes a *pro forma* and a construction schedule in conformity with N.J.A.C. 5:93-5.5; and

WHEREAS, AHA will endeavor to secure sufficient funding from several funding sources in order to complement the use of any municipal funds; and

WHEREAS, in the event that AHA is unable to secure a portion of the funds necessary to complete this project, the Borough has formally committed to fund any shortfall up to \$100,000 via Resolution entitled "A Resolution of the Borough Council of the Borough of Oceanport Expressing Its Intent to Fund for the Borough's Affordable Housing Obligation."

WHEREAS, the Borough has also committed to act in good faith, to assist AHA to the extent possible in securing any and all permits necessary to commence construction of the proposed project and to zone the site for the purposes intended in this contract; and

WHEREAS, AHA will assure that the affordable units comply with all applicable regulations of COAH, the Uniform Housing Affordability Control Rules, and Superior Court, as may be applicable, including but not limited to those regulations concerning pricing, bedroom mix, low/moderate income split, affirmative marketing, affordability controls, and all other applicable COAH and UHAC regulations; and

WHEREAS, AHA shall comply with the statutory requirement for 13% of the 12 affordable units to be affordable to very low-income households at 30% of the region's median income; and

WHEREAS, the subject property is available, approvable, developable and suitable, as those terms are defined in N.J.A.C. 5:93-5.3(b), for the project illustrated by Exhibit A; and

WHEREAS, the parties anticipate that the Borough shall be entitled, pursuant to N.J.A.C. 5:93-5.15(d)1, to rental bonuses for some or all of the 12 affordable housing units provided pursuant to this project, which will address some of the Borough's fair share obligation, and

WHEREAS, the Borough has agreed to enter into a PILOT agreement that will cover the length of the deed restriction and limit all payments in lieu of taxes to a percent of the annual gross operating revenue to be negotiated based on the term of the deed restriction from the date of the agreement and for the remaining term as stated above, and attached as Exhibit B.

NOW, THEREFORE, be it agreed as follows:

A. Purpose of Agreement. The purpose of this agreement is to create a realistic opportunity for the construction of 12 rental units affordable to very low, low and moderate income households under COAH's regulations, UHAC and Fair Housing Act.

B. Obligations of Developer

1. AHA has filed development applications with the Planning Board based upon the ordinance incorporating the relevant standards. All applications were found substantially in accordance with the concept plan attached as Exhibit A and shall also comply with all RSIS standards and conditions of the Planning Board approval dated July 9, 2008.

2. AHA shall take all necessary steps to provide and maintain the creditworthiness of the affordable units or the total number of units approved by the Planning Board and constructed pursuant to this agreement against any present or future Mount Laurel obligation. Accordingly, as to the affordable units, AHA shall comply with all applicable laws including but not limited to those set forth in COAH regulations, UHAC, the New Jersey Fair Housing Act, as amended, and other applicable laws. In addition, AHA shall comply with the Land Use and Development Regulations of the Borough Code as well as any amendments that may be necessary or desirable to ensure that the Township of Oceanport complies with and meets applicable Mount Laurel requirements.

3. AHA agrees to record deed restrictions on the 12 units in conformance with all relevant COAH regulations and the UHAC set forth at N.J.A.C. 5:80-26 et. seq. Said controls on affordability shall be in effect for a period not less than 30 years.

4. AHA agrees to act as affordable housing administrator for the rental units associated with this project and to administer the rent controls and other associated duties consistent with COAH and UHAC regulations and other applicable laws. Following completion of construction of the Project, the Developer shall assume responsibility for income qualification of all applicants for units at the Project and for the preparation and filing of COAH's and/or HMFA's monitoring and reporting forms consistent with Applicable Law.

(ii) AHA shall take all necessary steps to provide and maintain the creditworthiness of the 12 affordable units or the total number of units approved by the Planning Board and constructed by this agreement against any present or future Mount Laurel obligation. Accordingly, AHA shall comply with Land Use and Development Regulations of the Borough Code as well as any amendments or supplements to said Chapters that may be necessary or desirable to ensure that Oceanport complies with applicable Mount Laurel requirements.

(iii) the Developer shall maintain the units in reasonably the same condition as they appear on the date a certificate of completion is issued, and shall maintain the aesthetics of the 12 units in keeping with the character neighborhood including, but not limited to, landscaping and building maintenance.

5. In addition, AHA agrees to establish the aesthetics of the units in keeping with the character of the neighborhood including, but not limited to, landscaping and building maintenance.

6. The construction schedule shall provide for construction to begin within two months of the issue of a valid building permit issued by the Borough. Developer shall submit documentation explaining the progress of the development to the Borough upon reasonable request by the Borough. Construction shall be complete within 1 year of the construction start. Any material change in the scope of the Project, changes or updates to the Construction Schedule or the project budget, or extension of the projected completion date for the Project shall require the Borough's prior written approval, which shall be granted or denied in the Borough's sole discretion based upon the Developer's demonstration of good cause for such change or extension. Developer agrees to simultaneously provide to the Borough copies of all construction schedules and project budgets that Developer submits to potential lenders or investors in connection with the financing of the Project. The Developer agrees to commence construction and diligently complete construction of the Project.

7. **Project Financing.** Developer shall apply for financing in an amount not less than the Project Budget, and shall provide the Borough with copies of any and all such applications, as well as any and all correspondence sent to or received from any such lender.

8. **Work to be Performed by Developer.** The Developer, at its sole cost and expense, shall perform all environmental remediation, site preparation, construction, operation, administration and management of the Project. In addition, all performance or completion bonds provided by the Developer's contractors shall name the Borough as an intended beneficiary thereof, as its interests may appear.

9. **Progress Reports and Project Oversight by the Borough.** From the commencement of construction until the date that a Certificate of Occupancy is issued for all units constructed as part of the Project, the Developer shall make monthly reports to the Borough detailing the actual progress of the Developer with respect to the construction of the Project which shall include, among other things, a description of activities completed, milestones achieved, status of the Project with respect to the Construction Schedule, activities to be undertaken prior to the next regularly scheduled Progress Report, and any unanticipated problems or delays and the explanation therefor.

If so requested by the Borough, Developer agrees to attend monthly progress meetings during the period of implementation of the Project, as follows:

(i) **Progress Meetings.** Developer shall attend and participate in periodic progress meetings as called by the Borough based on reasonable need therefore (as determined by the Borough in its sole discretion) to report on the status of the Project and to review the progress under the Construction Schedule.

(ii) **Progress Reports.** At each Progress Meeting, and at such other times as may be reasonably requested by the Borough, the Developer shall submit to the Borough a detailed written progress report which shall include, among other things, a description of activities completed, milestones achieved, status of the Project with respect to the Construction Schedule, activities to be undertaken prior to the next regularly scheduled Progress Report, and any unanticipated problems or delays and the explanation therefor. If the Developer fails to meet a milestone or completion date set out in the Construction Schedule and is notified of same in writing by the Borough, or if Developer conclusively determines between Progress Meetings that it will fail to meet a milestone or completion date on the Construction Schedule, Developer shall promptly provide written notice to Borough stating: (a) the reason for the failure to complete the applicable task, (b) Developer's proposed method for correcting such failure, (c) Developer's schedule for completing such task, and (d) the method or methods by which Developer proposes to achieve subsequent tasks by the Completion Date. This Section shall not in any way be construed as entitling Developer to an extension of the Completion Date or modification of the Construction Schedule or Project Budget, absent the Borough's prior written consent.

10. The Developer agrees that the Project shall be constructed, marketed, rented and managed in accordance with COAH's and HMFA's rules and regulations to ensure that the Borough receives credits for the affordable housing units created through the Project for the entirety of the control period.

REPRESENTATIONS AND WARRANTIES

C. **Representations and Warranties by the Developer.** The Developer makes the following representations and warranties:

11. Developer has the legal capacity to enter into this Agreement and perform each of the undertakings set forth herein as of the date of this Agreement.

12. Developer is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions or authorizations have been duly adopted to authorize the execution and delivery of this Agreement and to authorize and direct the persons executing this Agreement to do so for and on the Developer's behalf.

13. No receiver, liquidator, custodian or trustee of the Developer or any affiliate has been appointed or is contemplated as of the date of this Agreement, and no petition to reorganize Developer or any affiliate pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Developer or any Affiliate has been filed or is contemplated as of the Effective Date.

14. No indictment has been returned against any member, manager or officer of the Developer or any Affiliate.

15. To the best of the Developer's knowledge and belief after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed

to exist which (i) questions the validity of this Agreement, Developer's execution hereof, or any action or act taken or to be taken by the Developer pursuant to this Agreement; or (ii) is likely to result in a material adverse change in the Developer's (or any Affiliate's) property, assets, liabilities or condition which will materially and substantially impair the Developer's ability to perform the Project under this Agreement.

16. Developer's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of the Developer's by-laws or of any other agreement, mortgage, indenture, instrument or judgment to which the Developer is a party.

17. All information and statements included in any information submitted by Developer to the Borough and its agents are complete, true and accurate in all material respects. Developer acknowledges that the facts and representations contained in the information submitted by Developer, incorporated herein by reference, are being relied upon by the Borough and are a material factor in the decision of the Borough to enter into this Agreement.

18. Developer is financially and technically capable of developing, designing, financing, constructing, operating and maintaining the Project.

19. The party or parties signing the Agreement on behalf of the Developer is or are fully authorized to sign on behalf of the current members of the Developer and to bind them with respect thereto.

DEFAULT

20. In the event the Borough reasonably believes, in good faith, that Developer is violating a provision of this Agreement (a "Default"), the Borough shall serve written notice upon the Developer identifying with specificity each provision of the Agreement which the Borough contends Tenant is violating (the "Notice"). Developer shall have thirty (30) days from receipt of the Notice to cure the Default, unless, in spite of diligent effort, a longer time to cure is necessary. In such case, Developer shall have a reasonable additional time, not to exceed an additional ninety (90) days to cure the Default. Notwithstanding the foregoing provisions relating to curing a Default, if the Default alleged is that the Property is being managed in such a way that the Borough's Credits are jeopardized, Developer must cure the Default immediately. Confirmation from COAH, its successor and/or any other governmental agency charged with monitoring and/or enforcing the affordable housing laws of the State of New Jersey, that the Borough's Credits are jeopardized by reason of the management of the Property shall be irrefutable evidence of a Default under this Lease.

It is agreed and understood that the Borough does not waive any violation of the terms and conditions of this Lease because it either 1) fails to serve Notice, or 2) fails to specify a particular violation in any Notice. If AHA receives the Borough's \$100,000 contribution and the units are not creditable during the deed restriction period, AHA shall return the \$100,000 contribution to the Borough.

C. General Conditions

22. The request for a contribution of up to \$100,000 shall be accompanied by a pro forma identifying the gap in other funding sources which the Borough contribution shall fulfill.

23. The transfer of the Borough's financial contribution of up to \$100,000 shall not occur until after the certificate of occupancy has been issued and all financing is in place.

24. Any building permit approval shall be subject to full compliance with this agreement as an essential and non-severable condition of the approval.

25. The Developer shall have the right to declare this agreement null and void and of no further force and effect in the event that Oceanport fails to approve an application made pursuant to this agreement within 120 days from the date that such application is deemed complete pursuant to the provisions of the Municipal Land Use Law, provided that Developer pursues said approvals with reasonable diligence. In the event that the application for the development of the proposed project is reasonably rejected or denied by any land use board or the governing body of the Borough, this agreement shall be null and void *ab initio*. Nothing in this agreement shall restrict Developer from utilizing its right to review or appeal any decisions of the Borough or its land use boards relevant to this project."

26. The parties shall exercise good faith, cooperate and assist each other in fulfilling the intent and purpose of this Agreement; including, but not limited to, Fair Share Plan amendments, compliance with any reasonable requirements of the Superior Court in conjunction with Oceanport Borough's efforts to secure approval of its housing element and fair share plan, and the development of the property consistent with the terms hereof and the defense of any challenge with regard to any of the foregoing.

27. The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the subject property which is the subject of this Agreement. This Agreement may be enforced by any of the parties, and their successors and assigns, as herein set forth.

28. This Agreement has been fully negotiated, reviewed and drafted by all parties hereto and their respective attorneys. Accordingly, the common law presumption of resolving ambiguities against the drafter shall not apply.

29. AHA may assign this Developer's Agreement to an entity in which AHA is a general partner or managing member and owns an equity ownership interest of not less than forty percent.

30. All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile transmission if under 25 pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications

by the mail or delivery services used, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To the Developer: Affordable Housing Alliance
59 Broad St.
Eatontown, NJ 07724

With a copy to:

To the Borough: Borough of Oceanport
Borough Hall
315 East Main Street
Oceanport, NJ 07757
Attn: Jeannie Smith, Borough Clerk

31. Captions. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and provisions of this Agreement.

32. Cooperation. The parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement in addition to the Mount Laurel II doctrine, the FHA, and COAH's and HMFA's Rules. The Developer further agrees to participate in any proceedings before the Superior Court, COAH, or the HMFA that may be necessary to accomplish the purpose of this Agreement.

33. Waiver. Each of the parties waives all rights to challenge the validity and enforceability of this Agreement. Failure to enforce provisions or obligations in this Agreement by any party shall not be construed as a waiver of these provisions and obligations.

34. Entire Agreement. This Agreement and its prefatory statements and recitals constitute the entire agreement between the parties. No representative, agent or employee of any party has been authorized to make any representation and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alternations shall be binding unless reduced to writing and signed by the parties.

35. Validity. In the event that one or more of the provisions of this Agreement shall be held to be invalid, unenforceable or void, the parties shall within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the parties fail to resolve such a restructuring, any party may seek Court review and a ruling to restructure the Agreement in a legally acceptable manner reflecting the underlying intent of the parties as expressed herein.

36. New Jersey Law Controls. The parties agree that this Agreement shall be controlled by the laws of the State of New Jersey and that the venue of any dispute shall be the Superior Court of New Jersey-Monmouth County.

37. **Counterpart Signature.** This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately upon the delivery of a facsimile counterpart, the sending party shall deliver a counterpart with the original execution page.

The terms of this agreement shall be binding upon the parties, their successors and/or assigns.

ATTEST

By: _____

Jeanne Smith, Borough Clerk

ATTEST

By: _____

, Secretary

BOROUGH OF OCEANPORT

By: _____

John F. Coffey II, Mayor

AFFORDABLE HOUSING ALLIANCE

By: _____

Donna M. Blaze, CEO

EXHIBIT A
CONCEPT PLAN

EXHIBIT B
PILOT Agreement

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

This Agreement, made this 1st day of October, 2009 between Monmouth Housing Alliance d/b/a Affordable Housing Alliance a not-for-profit corporation of the State of New Jersey, having its principal office at 59 Broad Street, (hereinafter the "Sponsor") and Oceanport, a municipal corporation in the County of Monmouth and the State of New Jersey (hereinafter the "Municipality").

WITNESSETH

In consideration of the mutual covenants herein contained for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. The project is or will be situated on that Parcel of land known and designated as Black 110, Lot 18.01 as shown on the Official Assessment Map of the municipality of Oceanport and more commonly referred to as 25 Main Street, Oceanport, New Jersey. This project will originally encompass six (6) rental units for low to moderate income individuals and will later be expanded to include six (6) additional rental units for a total of twelve (12) rental units. Entry into this agreement shall require the parcel to be deed restricted for a minimum of 30 years consistent with the COAH obligations referenced in paragraph 2. Upon expiration of the COAH obligations this payment in lieu of taxes agreement shall expire
2. As of January 1, 2010 the land and improvements comprising the projects shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the project from real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the COAH obligation is required according to N.J.S.A. 52:27D-301 et seq. and COAH's N.J.A.C. 5:94-1 et seq. may not exceed fifty (50) years. Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:
 - a. Sponsor shall make payment to the Municipality in an amount equal to six (6%) percent of the annual gross operating revenue from the date of the agreement and for the remaining term as stated above.
 - b. As used herein, "Project Revenue" means the total annual gross rental or other income of the Sponsor from the Project, which shall not include the cost of gas, electricity and heating fuel for direct housing units or the cost of sewer and water as part of the operation of the property. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.
 - c. The amount of payment in lieu of taxes to be paid pursuant to paragraph A above is calculated in Exhibit A attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set

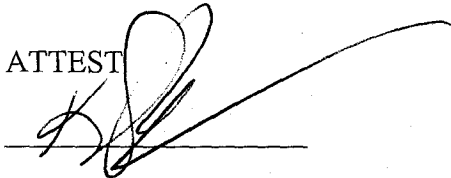
forth in Exhibit A and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Exhibit A below.

- i. Payment by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after signing this agreement and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 6% of the Project Revenues as set forth in the Audit ("Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the municipality shall credit the amount of such excess to the account of the Sponsor.
- ii. All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments continued regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.
- iii. In the event of any delinquency in the aforesaid payment, the Municipality shall give notice to the Sponsor and DCA in the manner set forth in 2G below, prior to any legal action being taken.
- d. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the COAH law and regulations made thereunder and the supervision of the Department of Community Affairs, but in no event longer than the term identified in paragraph 2. In the event of (a) sale, transfer or conveyance of the Project by the sponsor or (b) a change in the organizational structure of the Sponsor, this agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the law and any other law applicable at the time of assignment of this Agreement.

- e. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successor and assigns, or by the terms of this agreement, or by virtue of the provisions of or any other applicable law, the Project shall be taxed as omitted property in accordance with the law.
- f. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, Buildings and other faculties of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successor and assigns.
- g. Any notice or communication by one party to the other hereafter shall be sent by certified mail, return receipt request addressed as follows:
 - i. When sent by Municipality to the Sponsor, it shall be addressed to the Borough Clerk, 222 Monmouth Boulevard, Oceanport, New Jersey, 07757 or to such other address as the Municipality may designate in writing. **Affordable Housing Alliance, 59 Broad St., Eatontown, NJ 07724**
 - ii. When sent by Sponsor to the Municipality, it shall be addressed to the Borough Clerk, 222 Monmouth Boulevard, Oceanport, New Jersey, 07757 or to such other address as the Municipality may designate in writing.
- h. In the event of a breach of this agreement by either of the parties hereto or an dispute arising between the parties in reference to the listed provisions as set forth herein either party may apply in the Superior Court Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the law.

ATTEST

ATTEST



SPONSOR:

Affordable Housing Alliance

By: 

Donna Rose Blaze, Executive Director

Municipality:

Borough of Oceanport

By: 

MICHAEL J. MAHON, MAYOR

	Tenant Name	Address	# Bedrooms	Low/Mod	Unit #	Monthly Rent
1	Eric Rodriguez	25 Main Street Oceanport, NJ 07757	2	LOW	1	\$467.00
2	Karen Mansfield	25 Main Street Oceanport, NJ 07757	2	LOW	2	\$599.00
3	Angelica Pena	25 Main Street Oceanport, NJ 07757	3	LOW	4	\$1,000.00
4	Howard Trout	25 Main Street Oceanport, NJ 07757	1	LOW	5	\$1,050.00
5	(currently vacant)	25 Main Street Oceanport, NJ 07757	1	LOW	6	
6	Chase Prickett	25 Main Street Oceanport, NJ 07757	1	LOW	7	\$256.00
7	Jennifer Donato	25 Main Street Oceanport, NJ 07757	3	MODERATE	8	\$1,106.00
8	Robert Young	25 Main Street Oceanport, NJ 07757	1	LOW	9	\$820.00
9	Donyse Bayne	25 Main Street Oceanport, NJ 07757	3	LOW	10	\$773.00
10	(currently vacant)	25 Main Street Oceanport, NJ 07757	1	LOW	11	
11	Lillian Arnold	25 Main Street Oceanport, NJ 07757	2	LOW	12	\$771.00
12	Mariana Durand	25 Main Street Oceanport, NJ 07757	2	MODERATE	13	\$967.00



Appendix 6b: Oceanport Village - RDP Documentation

PR-04-19
8.25-04

**MEMORIALIZATION OF THE PLANNING BOARD
OF THE BOROUGH OF OCEANPORT, MONMOUTH COUNTY**

**In Re Application of The New Jersey Sports and Exposition Authority
"Oceanport Village Center"
Preliminary and Final Site Plan Approval
Block 88 Lot 26.01**

Acme L.

WHEREAS, the applicant, NJSEA has made an application to the Planning Board of the Borough of Oceanport with respect to Preliminary and Final Major Site Plan Approval for property known and designated as Block 88 Lot 26.01 on the Tax Map of the Borough of Oceanport; and,

WHEREAS, the applicant is an authority of the State of New Jersey and the owner of the property; and,

WHEREAS, the applicant has presented an application, and the following documents:

1. The Application. [A-1]
2. Site Plan dated September 12, 2003 prepared by Schoor & DePalma consisting of 12 sheets last revised June 9, 2004 [A-3]
3. The Borough Engineer's review letter dated December 16, 2003, June 21, and July 12, 2004.
4. Architectural Plans prepared by Tomaino, Tomaino, Iamello & Associates dated September 12, 2003 revised through June 1, 2004 consisting of 5 sheets. [A-2]
5. Storm water Management Plan dated September 12, 2003 prepared by Daphne E. Galvin, PE.
8. Geological Investigation Report dated July 15, 2003 prepared by William Mercurio, PE.
9. Coastal Zone Management compliance report prepared by Schoor and DePalma dated October 2003.

10. Applicant documents for purposes of comparison dated February 23, 2004. [A-12]
13. Aerial photograph dated March 23, 2004. [A-13]
14. Schoor & DePalma letters of March 24, 2004 regarding DEP determination with waterway category. [A-14];
15. NJ DEP data sheet; and,

WHEREAS, as a result of the filed application, the applicant is requesting the following VARIANCES:

- [1] The minimum area for a shopping center is 5 acres and the applicant has 4.70 acres before the road widening and 4.55 acres after the widening.
- [2] The zone requires a maximum height of 2 stories and 30' for flat roofs or 2 stories and 35' for all other roof types; whereas the applicant is proposing 3 stories and a maximum height of 41' due to the architectural designs.
- [3] Ord. 68-21E requires an off street loading space and the applicant is not providing same.
- [4] A parking variance is required for 19 parking spaces that will be adjacent on street parking to the shopping center instead of the parking area on the site.

WHEREAS, the applicant proposes to construct a shopping center with residential units over the shopping area limited to two and ~~three~~ ^{one} bedroom units; an approved use in the zone; and, (b)

WHEREAS, the applicant has submitted an application, same has been reviewed by the Board's professionals, public notice has been served upon all affected individuals, and the Board, having acquired jurisdiction, held public hearings on April 28th, June 23th and July 14th 2004 at which all affected parties had an opportunity to be heard. As a result of the hearings, the Board makes the following findings of fact:

1. The property is vacant land owned by the NJSEA in the VC Zone of the Borough.
2. The applicant wishes to receive approval for a shopping center and residential component of 20 one bedroom flats and 16 two bedroom units for a total of 36 residential units.
3. The plans are properly before the Board.

4. The residential units are permitted in the zones in question.
5. The applicant indicated that the application will serve the needs of providing housing and retail in the village center zone of Oceanport, a use that had been envisioned over many years through various Master Plans adopted by the municipality.
6. The applicant will not build the project but will transfer the approvals and any successor in interest shall inherit the approvals and be bound by the provisions of the application and approvals granted.
7. The applicant introduced Daphne A. Galvin, PE, who testified that the site was slightly under 5 acres as required in the zone for a shopping center due to a previous subdivision of the property that involved the Borough of Oceanport. Sidewalks would be installed subject to the approval of the Monmouth County Planning Board. The applicant will also agree to a Developers' Agreement with the Borough, binding on the applicant's successors in interest with respect to any and all off site improvements to be effectuated. She introduced as A-3, the site plan with latest revisions to September 12, 2003. A-4 was one page of the plans dated June 9, 2004. A-5 was introduced as a peg board overlay and plan of the relationship between the two sites of Jockey Club Estates and the Village Center project. She agreed to site conditions on behalf of the applicant subject to review by the Borough Engineer. She also introduced A-6 as the egress and ingress display. She testified that the drainage system was designed to not increase any runoff in a standard 25 year storm calculation criteria.
8. Nicholas Verderese, PE, a traffic expert testified on behalf of the applicant. He introduced the Traffic Study as A-7 dated October 23, 2003. He testified that the traffic that would be generated from the site was minimal and is less than alternate forms of development and further that the roadway had the capacity and the ability to handle the increase in traffic. He further introduced as A-8 a County traffic suggestion with respect to flow of traffic subject to approval of Mayor and Council of Oceanport. He stated that the 228 parking spaces both on site and adjacent curb parking was sufficient for the site.
9. The applicant introduced Mr. Frank Tomaino, AIA, the applicant's principal architect who prepared the plans introduced as A-2 consisting of 4 pages with a latest revision date of June 1, 2004. He testified concerning the height variance and that it was part of an architectural plan to make the buildings look more appealing than having a box-like structure. He described the design and layout features of the residential units in detail as well as the reason for the design specifications. There will be a total of 20 one bedroom units and 16 two bedroom units in addition to the retail space on the first floor. He introduced the revised height plans as A-9.

10. Mr. Gary Fox, Esq. Appeared on behalf of an interested neighbor, Mrs. Teicher, and expressed concerns regarding the access to the property that is adjacent to his neighbor's driveway. He did not see the need for on street parking. He asked for additional shrubbery by way of buffering.
11. Ms. Helen Paeff expressed concern about traffic and the environmental aspect of the additional development. She questioned whether the development of the site was a benefit instead of a detriment.
12. Joe Henderson had concerns about the trash pickup and parking.
13. Karen D'Agostino had concerns about the park area and the safety of the pavers.
14. Judy Luger questioned whether the units could be owner occupied instead of rentals and was advised that such a restriction was unenforceable.
15. Michael Tober thought that too many units were contemplated and was concerned about the impact on the school system.

And, WHEREAS, the Board finds that the Site Plan presented by the applicant does not deviate from the intent of the Zoning Ordinance and that the applicant has shown that the development of the property does not negatively impact upon the land use plan and the Zoning Ordinance of the Borough of Oceanport and that the prevention of the application would result in exceptional practical difficulties and hardships due to the nature of the applicant's property. The Use advanced by the applicant is one of retail and residential which is earnestly desired and needed in the Borough of Oceanport. Further, the current zoning permits the applicant to utilize the property in such a fashion. The traffic and drainage concerns have been satisfactorily addressed by the applicant. The parking on site is sufficient and the applicant may use the additional curb side parking since it is anticipated that the design of the project will lend to the utilization of same for quick visits.

NOW THEREFORE, Be it RESOLVED by the PLANNING BOARD OF THE BOROUGH OF OCEANPORT that the applicant's request for Preliminary and Final Site Plan Approval and Variances be GRANTED subject to the following conditions:

1. The applicant shall publish a notice of the approval in abbreviated fashion in a newspaper of general circulation within 30 days of the date of the within memorialization and provide a proof of publication to the Planning Board Secretary within 10 days of said publication.

2. The applicant shall pay all escrow fees, taxes and costs due the Borough of Oceanport.
3. The Site Plan approval and the architectural plan adopted is binding on the applicant and any and all successors in interest.
4. The applicant or successor shall seek NJ/DEP and CAFRA approval if necessary.
5. Approval Letter from the Monmouth County Planning Board.
6. Permit from Freehold Conservation District.
7. Approvals of any type and fashion that may be needed by any other state or federal agency including but not limited to the NJDEP or CAFRA if applicable.
8. The applicant shall comply with any outstanding terms and conditions contained in the Borough Engineer's letter of December 16, 2003, June 21st and July 12, 2004 that have not been already addressed as a result of the revisions in the applicant's plans.
9. The park on both sides of the shopping center may be dedicated to the Borough of Oceanport if acceptable to Mayor and Council; and if not, shall be the responsibility of the applicant and successors to maintain.
10. The applicant shall clean the down street drainage system to the satisfaction of the Borough Engineer.
11. The sanitary system will be run through on Riverview and the applicant and successors shall be responsible for the re paving of Riverview from curb to curb.
12. The approval is subject to the applicant entering into a Developer's Agreement with Mayor and Council of the Borough Of Oceanport, which shall be approved as to form by the Borough Attorney for the accomplishments of the within approvals and the off site improvements relating thereto.
13. The landscaping plan shall be subject to the approval of the Borough Engineer and the Shade Tree Commission.
14. The applicant shall place a pedestrian walkway to the park in the rear of the property to the satisfaction of the Borough Engineer.

15. The applicant and successors shall be responsible for private trash pick up.
16. The applicant shall pave the municipal right of way that shall provide access to the soccer fields.

MOVED BY: Mr. Newmark

SECONDED BY: Mr. Whitson

ADOPTED BY THE FOLLOWING AFFIRMATIVE VOTES: Whitson, Newmark, Munoz, Widdis, Kelly

NAYS: None

ABSTENTION: Mayor Gatta and Councilman Briscione, Mr. Gruskos

ABSENT: Broege, Gruskos, Sullivan, Wolfe

The Oceanport Planning Board adopted the foregoing resolution on the 25th day of August 2004.

/s/


Kimberly Jungfer, Secretary of the Board.

DEVELOPER'S AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT AND THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

THIS AGREEMENT entered into this _____ day of September, 2006 between the Borough of Oceanport, a municipal corporation, in the County of Monmouth, State of New Jersey, having its office at Borough of Oceanport, 222 Monmouth Blvd. Oceanport, NJ 07757 (hereinafter "Borough" or "Oceanport") and the New Jersey Sports and Exposition Authority, having an office at New Jersey Sports and Exhibition Authority, 50 State Route 120, East Rutherford, NJ 07073 (hereinafter "NJSEA" or "Developer").

WHEREAS, Southern Burlington County NAACP v. Twp. of Mount Laurel, 92 N.J. 158 (1983) (hereinafter "Mount Laurel II"), the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., the regulations adopted by the Council On Affordable Housing (hereinafter "COAH"), and other applicable laws require all New Jersey municipalities to cure any defects in their zoning ordinances by adopting ordinances that create a realistic opportunity for the provision of low and moderate income housing (hereinafter "affordable housing"); and

WHEREAS, the Borough is committed to comply with its responsibilities under applicable laws; and

WHEREAS, notwithstanding the foregoing, applicable laws give the Borough no power to control the zoning of sites owned by the NJSEA; and

WHEREAS, accordingly, when the NJSEA sought to secure approvals to develop two projects known as Oceanport Village center and Jockey Club Estates, the Borough could not require the NJSEA to reserve any of the units for low and moderate households; and

WHEREAS, more specifically, the NJSEA has secured approvals to develop two projects: (1) a mixed-use project known as "Oceanport Village Center" consisting of a shopping center with 36 residential units over the shopping area; and (2) "Jockey Club Estates" consisting of 46 age-restricted single family units or fewer if required as a result of the necessary approvals to be received from the New Jersey Department of Environmental Protection; and

WHEREAS, the Borough did not have the right to adopt an ordinance that required the NJSEA to reserve a percentage of the units in the projects for low and moderate households; and

WHEREAS, notwithstanding the foregoing, the NJSEA (a) acknowledges that its projects will generate a responsibility of the Borough to create affordable housing based upon new regulations of the New Jersey Council on Affordable Housing (hereinafter

"COAH") adopted in November of 2004, and (b) wishes to voluntarily satisfy the responsibility its projects create; and

WHEREAS, NJSEA has volunteered to satisfy its affordable housing obligation on these two properties by constructing an affordable housing component equal to 11.11% of the total number of units in both developments and payment of an appropriate developer's fee for the nonresidential development.

WHEREAS, NJSEA has proposed to construct and administer 9 affordable units as follows:

(i) NJSEA will reserve 9 of the 36 units included in Oceanport Village Center for low and moderate households (5 low and 4 moderate);

(ii) NJSEA will pay a Mount Laurel fee of 2 percent of equalized assessed value for all non-residential development in Oceanport Village Center; and

(iii) Since all of NJSEA's affordable housing obligations for Oceanport Village Center and Jockey Club Estates will be satisfied by the development discussed in Sections (i) and (ii) above, there will be no affordable housing set aside in the Jockey Club Estates project.

WHEREAS, NJSEA will assure that the one and two bedroom affordable units comply with all applicable regulations of COAH including but not limited to those regulations concerning pricing, bedroom mix, low/moderate income split, affirmative marketing, and all other applicable COAH regulations; and

WHEREAS, nothing herein prevents or obligates Borough or Developer from attempting to work together to make 2 of the 9 affordable units, 3 bedroom units.

NOW, THEREFORE, be it agreed as follows:

I. Purpose of Agreement

The purpose of this agreement is (a) to create a realistic opportunity for the construction of nine non age-restricted rental units affordable to low and moderate income households plus whatever bonus credits the Borough may be entitled under applicable COAH regulations; and (b) to generate a Mount Laurel fee for the non-residential development in the Oceanport Village Center project to facilitate the Borough's ability to provide affordable housing.

II. Obligations of Developer

A. Developer will reserve 9 of the 36 units included in Oceanport Village Center for low and moderate households (5 low and 4 moderate).

B. Developer will pay a Mount Laurel fee of 2 percent of equalized assessed value for all non-residential development in Oceanport Village Center.

C. Since all of NJSEA's affordable housing units for Oceanport Village Center and Jockey Club Estates will be satisfied by the development discussed in Sections (i) and (ii) above, there will be no affordable housing set aside in the Jockey Club Estates project.

D. Developer shall take all necessary steps to provide and maintain the creditworthiness of the affordable units against any present or future Mount Laurel obligation. Towards that end, NJSEA will assure that the affordable units comply with all applicable regulations of COAH, including but not limited to those regulations concerning pricing, bedroom mix (except that NJSEA shall provide only one and two bedroom units), low/moderate income split, affirmative marketing, and all other applicable COAH regulations.

E. Developer agrees to record deed restrictions on all applicable units in conformance with all relevant COAH regulations and the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26 et. seq. Said controls on affordability shall be in effect for a period not less than 30 years.

F. Developer shall pay any reasonable, pro rata share of applicable administrative fee associated with the Borough's designation of an affordable housing administrator, which shall be responsible for administering the rental controls and other associated duties consistent with Subchapter 7 of COAH's Cycle III regulations.

G. Developer agrees to maintain the aesthetics of the units in keeping with the character neighborhood including, but not limited to, landscaping and building maintenance.

H. Developer hereby makes a firm commitment to provide the affordable rental units within the period of protection created by the judgment of compliance and repose that the Borough anticipates will be entered in the case entitled, Oceanport Holding Company, L.L.C. vs. Borough of Oceanport et al, Docket No. L-2349-05 P.W.

III. Obligations of Borough

A. Borough shall collect the fee referenced in Section II. B. in accordance with the Mount Laurel fee ordinance previously approved by the Court in the case of Oceanport Holding Company, L.L.C. vs. Borough of Oceanport et al, Docket No. L-2349-05 P.W.

B. Borough shall deposit all monies collected in the Borough's Mount Laurel trust account.

C. Borough shall spend all monies collected in accordance with a Spending Plan approved by the Court.

F. Borough shall designate an affordable housing administrator in conjunction with its housing element and fair share plan and shall pass on to Developer only those costs the Borough incurs with respect to the affordable units contemplated hereby.

IV. General Conditions

A. Parties Bound/Assignment: The provisions of this agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the parties hereto, and their successors and assigns, as herein set forth.

B. Entire Agreement: This agreement and the prefatory statement, which hereby are incorporated herein and made a part hereof, contain the entire agreement between the parties. No representative, agent or employee of any of the parties has been authorized to make any representations or promises with reference to this agreement or to vary, alter or modify the terms hereof except as stated herein. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the parties hereto.

C. Preparation: Each of the parties hereto acknowledges that this agreement was not drafted by any one of the parties, but was drafted, negotiated and reviewed by all parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the parties expressly represents to the other parties that: (a) it has been represented by counsel in connection with negotiating the terms of this agreement; and (b) it has conferred due authority for execution of this agreement upon the persons executing it.

D. Waiver: Each of the parties waives all rights to challenge the validity or the ability to enforce this agreement. Failure to enforce any of the provisions of this agreement by any of the parties shall not be construed as a waiver of these or other provisions.

E. Default: In the event that any of the parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this agreement, unless such obligation is waived by all of the other party/parties for whose benefit such obligation is intended, or by the court, such failure to perform shall constitute a default of this agreement. Upon the occurrence of such a default, the non-defaulting party shall provide notice of the default and the defaulting party shall have a reasonable opportunity to cure. In the event the defaulting party fails to cure within a reasonable period of time, the party/parties for whose benefit such obligation is intended

shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the parties may apply to the Court for relief, by way of enforcement of litigant's rights.

F. Cooperation: The parties agree to fully cooperate with each other in order to carry out the provisions of this Agreement.

G. Notice of Actions: The parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third-parties of which they are actually aware which may affect the provisions of this agreement.

H. Construction, Resolution of Disputes: This agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflict of laws. Jurisdiction of any litigation ensuing with regard to this agreement exclusively shall be in the Superior Court of New Jersey, with venue in Monmouth County. Service of any complaint may be effected consistent with the terms hereof for the delivery of "Notices", hereinafter defined.

I. Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the parties relating to the projects referenced above (herein "Notice[s]") shall be written and shall be served upon the respective parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO NJSEA:

Arthur Winkler, Chief Operating Officer
New Jersey Sports and Exposition
50 State Highway 120
East Rutherford, NJ 07073

WITH A COPY TO:

Edward J. McKenna Jr., Esq.
P.O. Box 610
229 Broad Street
Red Bank, NJ 07701

TO THE CITY OF OCEANPORT:

To Kimberley Jungfer, Municipal Clerk
Borough of Oceanport
222 Monmouth Blvd.
Oceanport, NJ 07757

WITH COPIES TO:

Jeffrey R. Surenian, Esq.
Jeffrey R. Surenian and Associates, LLC
2052 Route 35 North
Suite 201
Wall Township, New Jersey 07719
Telecopier No: (732) 449-8822

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

BOROUGH OF OCEANPORT

by: Lucille A. Chaump
LUCILLE CHAUMP, MAYOR

ATTEST

by: Kimberley Jungfer
KIMBERLEY JUNGFER, CLERK

OCEANPORT CENTER, L.L.C

~~NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY~~

by: Arthur Windet
Arthur Windet, Chief Operating
Officer

ATTEST

by: Richard E. Tilton
Richard E. Tilton, SECRETARY
Attorney at Law

BOROUGH OF OCEANPORT UNIFIED PLANNING BOARD

RESOLUTION OF MEMORIALIZATION OF
A USE VARIANCE TO CONVERT A PORTION OF THE
BUSINESS AND COMMERCIAL SPACE
INTO 14 RESIDENTIAL UNITS
OCEANPORT VILLAGE CENTER, LLC
EAST MAIN STREET AND PORT AU PECK AVENUE
BLOCK 88; LOT 26.01
APPROVED: JUNE 27, 2017
MEMORIALIZED: AUGUST 8, 2017

WHEREAS, the Applicant, Oceanport Village Center, (hereinafter referred to as the "Applicant") is the owner of property known as Block 88, Lot 26.01 located at the intersection of East Main Street and Port Au Peck Avenue as shown on the Official Tax Map of the Borough of Oceanport; and

WHEREAS, the subject property received Preliminary and Final Site Plan Approval from this Board under the Applicant name New Jersey Sports and Exposition Authority on August 25, 2004 to construct a retail center with 29,1550 sq. ft. of retail, 6,833 sq. ft. of office and 36 residential units on the buildings' upper levels, of which 9 units are affordable; and

WHEREAS, the Preliminary and Final Site Plan Approval was granted extensions through August of 2008; and

WHEREAS, the Applicant submitted an application for an Amended Site Plan to modify some of the approved residential units to allow for 8 three bedroom units with two units to be affordable housing out of the 9 affordable units which received Approval from this Board on December 10, 2008; and

standing signs which was denied by a vote of the Board on February 25, 2014; and

~~WHEREAS, the aforementioned action of the Board was~~
memorialized in a Resolution of the Board on March 11, 2014;

WHEREAS, the Board approved the proposed Site Plan modifications for the trash dumpster on the site and for sign variances for additional signage at a meeting of the Board on October 28, 2014 and the aforementioned action of the Board was memorialized in a Resolution of the Board on November 25, 2014; and

WHEREAS, the Applicant is now seeking to procure a Use Variance to allow for the proposed conversion of approximately 3,352 sq. ft. of business use and 12,850 sq. ft. of retail and commercial use originally proposed in the northern building into 14 additional residential apartments units with no additional modifications proposed to the Site Plan; and

WHEREAS, the Application was presented by Peter S. Falvo, Jr., Esq. of the firm of Ansell, Grimm & Aaron at a meeting of the Board on June 27, 2017; and

WHEREAS, at the time of the Applicant's application the Applicant submitted the following documents as part of their application submission:

- Architectural plans entitled "Oceanport Village Center", prepared by DI Group Architecture, consisting of five (5) sheets, dated August 25, 2016;

1. The Applicant is the current owner and developer of property known as Block 88, Lot 26.01 located at the intersection of East Main Street & Port Au Peck Avenue and commonly known as the "Oceanport Village Center" .

2. The predecessor in title of the Applicant received Preliminary and Final Site Plan approval and subsequent amendments thereto from this Board for a multi-use development on Block 88, Lot 26.01 located at the intersection of East Main Street & Port Au Peck Avenue.

3. The property is located at the northern corner of the Port Au Peck Avenue and East Main Street intersection in the VC Village Center district. The Borough envisioned the Village Center as an area that supports mixed uses but the most recent Borough Master Plan acknowledges an issue exists with leasing the commercial and retail spaces in the Oceanport Village Center.

4. Neighboring the subject parcel to the south is the Monmouth Racetrack with its associated parking lots, to the west is a small single-family home subdivision, to the west is Oceanport Gardens, a six-story, 101-unit age-restricted apartment building originally constructed in 1976 and to the northwest is another shopping center, identified as the Teicher center.

5. The Applicant is seeking to convert approximately 3,352 sq. ft. of business use and 12,850 sq. ft. of retail and commercial use originally proposed in the northern building into 14 additional apartment units on the first and second floors of

- A-2 Building 1 - North Overall Key Plan prepared by Design Ideas Group, dated May 1, 2009, last revised November 13, 2009
- A-3 Building 1 - 1st Floor Plan Study, 4 Sheets, prepared by Design Ideas Group, dated August 20, 2016.
- A-4 Windows Management Solutions, 3 Sheets, prepared by Design Ideas Group, undated
- A-5 Traffic and Parking Report, prepared by H. Ney Associates, dated June 25, 2017.
- A-6 Google Earth Satellite Imagery showing Property boundaries outlined in yellow prepared by architect, April 6, 2016.
- A-7 Two-Sided Photo Board Depicting Property and Neighboring Uses, prepared by Planner, June 26, 2017

9. Victor Gourkanti, the Applicant and Owner, was sworn in and provided testimony concerning the history of the property and the proposal for the conversion of existing vacant retail area in the north building to 14 residential units with 3 units being designated affordable. Mr. Gourkanti explained the proposal was to convert the bank location to residential units as well as the north building's 2 office units which still remain vacant. Chairman Widdis asked how many retail units in the south building were rented and how many were vacant. Mr. Gourkanti replied that 6 were rented and 4 remained vacant. Mr. Gourkanti testified that although there is little demand for the current vacant commercial or retail units there is significant interest in residential units and a waiting list exists for 2 bedroom units. He indicated that in spite of all his efforts to rent the vacant commercial and retail units there are still numerous vacancies and suggested that in his opinion this may be due to current design guidelines

11. In further support of the application the Applicant then presented the testimony of Barbara Ehlen of Beacon Planning and Consulting Services, as the Professional Planner for Applicant. After being sworn in and presenting her qualifications and experience Ms. Ehlen was accepted as an expert in Planning and began her presentation by testifying generally about the planning aspects of the application. Ms. Ehlen introduced and described Exhibits A-6 and A-7 and testified that she visited the site and has examined the plan and the Borough's Master Plan. Ms. Ehlen noted the Applicant was having difficulty attracting commercial tenants and therefore there was still considerable vacant space and that the conversion of the requested commercial and retail units to proposed residential units was not only consistent with many of the goals of the Master Plan but that the existing infrastructure is considerably more suited to a residential use than the current retail and office uses. She noted that the Borough's resiliency plan further acknowledged continued retail vacancy rates and envisioned multi-family units.

12. Ms. Ehlen then testified in her capacity as an expert in planning. Ms. Ehlen explained the Applicant must meet the requirements for a D-1 variance by proving the site is particularly suitable for the proposed use. She opined that the Applicant was entitled to a D1 Use variance but the relief sought is more akin to a deviation from a condition in a conditional use because multi-family dwellings are specifically permitted in the

establishing appropriate density concentrations since the proposal is within the density of the VC District, providing sufficient space in appropriate locations for a variety of uses since the site is established for mixed-use and promoting a desirable visual environment since the elimination of vacant commercial space will enhance the appearance and vitality of the center.

13. Ms. Ehlen then addressed the Medici reconciliation requirement for the significance of why the proposed use was omitted from the zone district. In her opinion although the Borough hoped to create a commercial village feeling by having only retail and commercial units on the first floor the Borough did not anticipate the continued difficulties with obtaining commercial tenants or continued vacancies in the commercial and retail units. She further opined that residential units are allowed in the zone district but limited to the second floor so residential units are contemplated on the subject property and not antithetical to the zone district. Ms. Ehlen then testified concerning the Coventry Square criteria for a D1 Use Variance concerning the need to demonstrate that the site can accommodate the deviation of eliminating retail and commercial space for conversion to residential units. It was her opinion that the application brings the parking into conformity with the VC standards whereas the current configuration required parking relief. She further testified that given the alternative use was

difficulties attracting retail tenants. Mr. Kleiberg commented his support was because of the Borough's COAH obligation. Ms. Halpern concurred with the previously stated positions and acknowledged the quality of the building, safety of the tenants and economic betterment for the Borough. Chairman Widdis concurred with the previous positions and stressed that the Applicant must properly manage the property and take responsibility for "policing" the tenants.

16. Based on the aforementioned testimony the Board finds that the Applicant has established "special reasons" for the Board to grant the requested Use Variance by the promotion of one or more purposes of the MLUL found in NJSA 40:55D-2 and that the variance will promote the general welfare because the site is particularly suited for the proposed use.

17. The Board further finds as to the requisite negative criteria that the Applicant has demonstrated that the requested variance can be granted without substantial detriment to the public good, referring specifically to the impact of the proposed variance on surrounding properties and the Applicant has demonstrated that the requested variance can be granted without substantial impairment to the zone plan or zoning ordinance and that the variance is not inconsistent with the intent and purpose of the zone plan, zoning ordinance or master plan.

SPECIAL CONDITIONS:

1. Installation of uniform window treatments.
2. Tenant leases to include provisions prohibiting no outdoor grilling on the premises, no outdoor storage on the property and outside seating only in existing seating area.
3. Taking all steps necessary to meet all requisite requirements including but not limited to COAH requirements to have the 3 affordable units meet all COAH requirements and standards to be accepted as units attributable to qualifying towards satisfaction of the Borough's affordable housing requirement.

GENERAL CONDITIONS:

1. The Applicant shall comply with the Planning Regulations of the Borough of Oceanport to the extent that they are consistent with this resolution and shall comply with all the requirements of the Construction Code and the Fire and Health Code Officials.
2. The Applicant shall comply with all the terms and conditions of the Engineer review letter of William HR White III PE & PP dated June 8, 2017.
3. The procurement of all state, county and local government approvals required by law.
4. The payment of all taxes, fees, professional fees, and costs due to the Borough of Oceanport and the posting of all bonds required by law and by ordinance.

in the event that any other agency or authority shall require any changes in the plans herein approved, then any such changes must be submitted to this Board for review and approval. Further, if another governmental agency grants a waiver or variance of a regulation, which same affects this approval or any condition attached hereto, or otherwise requires any changes in the plans herein approved, then this matter shall be brought back before the Board for review of any such action, and the Board shall have the right to modify this approval and/or the conditions attached hereto as a result of any such action.

10. The within Resolution merely reflects a summary of the testimony, representations, findings and conclusions that occurred during the presentation of this matter and a full record has been created as is required by the Municipal Land Use Law and the record will be deemed a full and accurate record of the hearing and will be deemed controlling when needed to clarify or augment any of the findings, conclusions, conditions or representations found in the within Resolution.

BE IT FURTHER RESOLVED, that nothing stated in the within approval shall be interpreted to excuse compliance by the Applicant with any and all other requirements of the Borough of Oceanport or any other governmental entity, agency or subdivision as set forth in any laws, ordinances, regulations or fee ordinances.

APPLICATION FOR USE VARIANCE TO CONVERT
A PORTION OF THE BUSINESS AND COMMERCIAL SPACE
INTO 14 RESIDENTIAL UNITS
OCEANPORT VILLAGE CENTER
BLOCK 88, LOT 26.01

This resolution memorializes an action taken at the regular meeting of the Oceanport Planning Board held on June 27, 2017 on roll call that evening by the following vote:

Offered by: _____

Seconded by: _____

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	()	()	()	()	()
Whitson	()	()	()	()	()
Sullivan	()	()	()	()	()
Cooper	()	()	()	()	()
Foster	()	()	()	()	()
Kleiberg	()	()	()	()	()
Proto	()	()	()	()	()
Kahle	()	()	()	()	()
Savarese	()	()	()	()	()
Fichter (Alt. 1)	()	()	()	()	()
Halpern (Alt. 2)	()	()	()	()	()

I hereby certify that the foregoing Resolution memorializes an action adopted by the Planning Board of the Borough of Oceanport at its meeting of August 8, 2017.

Jim Miller, Acting Secretary

STATE OF NEW JERSEY :

SS.

COUNTY OF MONMOUTH :

I hereby certify that on _____, 2017, _____, personally came before me and acknowledged under oath, to my satisfaction, that he: (a) is the Acting Secretary of the Borough of Oceanport Planning Board for Jeanne Smith; and (b) signed the Resolution as his act and deed.

Rick J. DeNoia, Jr. Esq.
Attorney at Law of New Jersey

<u>Tenant Name</u>	<u>Address</u>	<u># Bedrooms</u>	<u>Low/Mod</u>	<u>Monthly Rent</u>
✓ Regina Zappola Vacant	125 East Main Street, Oceanport, NJ 07757	1	LOW	\$702.00
? Thomas Waechle 131	181 East Main Street, Oceanport, NJ 07757	X 3	MODERATE	\$1,206.00
✓ Jacqueline Velez	207 East Main Street, Oceanport, NJ 07757	2	LOW	\$825.00
✓ Alexis Miranti	205 East Main Street, Oceanport, NJ 07757	X 3	LOW	\$941.00
✓ Marcia Martinez	129 East Main Street, Oceanport, NJ 07757	2	MODERATE	\$1,054.00
✓ Diane Jastram	191 East Main Street, Oceanport, NJ 07757	1	LOW	\$893.00
✓ Monica Gaines	189 East Main Street, Oceanport, NJ 07757	1	MODERATE	\$893.00
✓ Bahashim Parker	147 East Main Street, Oceanport, NJ 07757	1	LOW	\$372.00
✓ Yleana De Los Angeles	145 East Main Street, Oceanport, NJ 07757	1	LOW	\$702.00

Oceanport Center

This was from the summer, 2019

* From Donna 1-6-20

Ravi (732) 544-1578

* (732) 670-6607 Cell

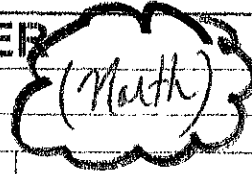
Left a MS 1.10.20 (AM)

* Ravi stopped in 1.10.20 (AM) and supplied the missing CO's

OCEANPORT CENTER

BUILDING NO. 2

BLOCK 88 LOT 26.01



MUNICIPALITY	NO.	STREET	TYPE
OCEANPORT	163	E MAIN STREET	COMMERCIAL
OCEANPORT	165	E MAIN STREET	COMMERCIAL
OCEANPORT	167	E MAIN STREET	COMMERCIAL
OCEANPORT	169	E MAIN STREET	COMMERCIAL
OCEANPORT	171	E MAIN STREET	COMMERCIAL
OCEANPORT	173	E MAIN STREET	COMMERCIAL
OCEANPORT	175	E MAIN STREET	COMMERCIAL
OCEANPORT	177	E MAIN STREET	COMMERCIAL
✓ * OCEANPORT	179	E MAIN STREET	COMMERCIAL
	181	E MAIN STREET	COMMERCIAL
	183	E MAIN STREET	COMMERCIAL
	185	E MAIN STREET	COMMERCIAL
	187	E MAIN STREET	COMMERCIAL
✓	189	E MAIN STREET	RESIDENTIAL
✓	191	E MAIN STREET	RESIDENTIAL
✓	193	E MAIN STREET	RESIDENTIAL
✓	195	E MAIN STREET	RESIDENTIAL
✓	197	E MAIN STREET	RESIDENTIAL
✓	199	E MAIN STREET	RESIDENTIAL
✓	201	E MAIN STREET	RESIDENTIAL
✓	203	E MAIN STREET	RESIDENTIAL
✓	205	E MAIN STREET	RESIDENTIAL
✓	207	E MAIN STREET	RESIDENTIAL
✓	209	E MAIN STREET	RESIDENTIAL
✓	211	E MAIN STREET	RESIDENTIAL
✓	213	E MAIN STREET	RESIDENTIAL
✓	215	E MAIN STREET	RESIDENTIAL
✓	217	E MAIN STREET	RESIDENTIAL
✓	219	E MAIN STREET	RESIDENTIAL
✓	221	E MAIN STREET	RESIDENTIAL
✓	223	E MAIN STREET	RESIDENTIAL

OFFICE

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at Unit 189

249 E. MAIN ST.

Box 88 Lot 2601

conforms, at this date, to all the codes and ordinances of the Borough of

Oceanport and includes inspections for smoke detector, carbon monoxide

detector, & fire extinguisher and that the owner-tenant may occupy the

MULTI FAMILY

Dwelling ()

Apt. 189 Other ()

Date 6/23/2015

Alan D. Pata

INSPECTOR

No. 14523

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: E. Main Street & Port-Au-Heck Avenue
North Bldg

Block: 88 Lot: 26.01 *(OP Village Center)*

Name of Present Owner(s): Victor Gorman

Present Owner's Address (if different): 583 Navesink River Red Bank

* *Red Bank called on 6.22.15. She said it should be # 259*

NO 07701

RENTAL: ☒ House or Apt. (circle one)

Closing Date: _____

Tenant Move In Date: 8/1/15

Name of Prospective Occupant: _____

Melissa Gorman

Number of Persons occupying this building: 2

FEES (payable upon application):

RESALE: \$35.00

RENTAL: \$35.00

DATE: 6.12.15

Jane Blais
Signature of Applicant

Jane Blais
Print Name

732-544-1578
Applicant's Telephone Number

Alternate Contact: Victor Gorman

Phone #: 732-829-2467

No. 04523

* *Notified Police & Fire Dept.*

*Paid #609
6.9.15
\$35.00*

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at 191 E MAIN ST.

Bk. 88 Lot 26.01

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner-tenant may occupy the

MULTI-FAMILY

Dwelling ()

Apt. 8

Other ()

Date 11/11/2015

[Signature]
INSPECTOR

No. 04600

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

North Bldg.

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 191 E. Main Street & Port-Au-Rick Ave.

Block: 88 Lot: 26.01 O. P. Village Center

Name of Present Owner(s): Victor Gornicki

Present Owner's Address (if different) 583 Navesink River Rd

Red Bank, N.J. 07701
* All OK came to Albin Peller on 10.30.15

RESALE: _____

RENTAL: _____ House or Apt. (circle one)

Closing Date: _____

Tenant Move In Date: 11/1/15

Name of Prospective Occupant: _____

Deane Johnston

Number of Persons occupying this building: _____

1

FEES (payable upon application):

RESALE: \$50.00
\$35.00

RENTAL: \$50.00
\$35.00

DATE: 10.23.15

Joe Blais
Signature of Applicant

Lane Blais
Print Name

732-544-1578
Applicant's Telephone Number

Alternate Contact: Victor Gornicki

Phone #: 732-544-1578

No. 04599

04600

Paid
\$1001
10.23.15
\$50.00

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

MB & MINN ST.

Box 188T Box 20.01

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner/tenant may occupy the

PROPERTY

Dwelling ☒

Apt. ☐

Other ☐

Date

1/11/2016

[Signature]
INSPECTOR

No. 04618

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 193 E. Main Street Unit #193 N. Bldg.

Block: 88 Lot: 26.01

Name of Present Owner(s): Victor Goran Ki

Present Owner's Address (if different) 583 Havesink River

* All OK - home to Allen Fisher
on 12.8.15
Middletown, NJ

RESALE: _____

RENTAL: ☒ _____ House or Apt (circle one)

Closing Date: _____

Tenant Move In Date: 12/15/15

Name of Prospective Occupant:

Nicholas Folco, Nicholas Folco, Jr.
Ralph Folco

Number of Persons occupying this building: (3)

FEES (payable upon application):

RESALE: \$50.00
\$35.00

RENTAL: \$50.00
\$35.00

DATE: 12.8.15

Jane Blais
Signature of Applicant

Jane Blais
Print Name

732.544.5178
Applicant's Telephone Number

Alternate Contact: Victor Goran Ki

Phone #: 732 544. 5178

No. 04618

Paid
#604
12.1.15
\$50.00
Rec'd-12.8.15

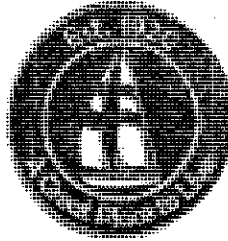
2019

Certificate of Continued Occupancy

2019

Borough of Oceanport
315 E. Main Street
Oceanport, NJ 07757
(732) 222-8221

Block:88
Lot: 26.01
Type: Rental
Lic #: 2019-00123



Property Location
E MAIN ST 195
OCEANPORT BORO NJ 07757

Owner Information

OCEANPORT VILLAGE
CENTER, LLC
179 EAST MAIN STREET
OCEANPORT, NJ 07757

New Owner Information

Name	Phone #
TYLER PATTERSON	(908) 675-3367
MELANIE LIPINSKI	(908) 675-3367
JASON PATTERSON	(908) 675-3367

Condo Rental property. An inspection was made, and this was found to be a legal Condo Rental property with working smoke and carbon monoxide detectors.

Property Type:
Condo

Issue Date:
05/28/2019

Expiration Date:

License Fee:
\$50.00


Housing Inspector



North

Good for
Allen 5-21-19

**Borough of Oceanport
Certificate of Continued Occupancy
Copy of the Application**

Reference # 2019-00123

Date Entered: 5/21/2019 10:04:00 AM

Address Details

Address: E MAIN ST

Unit: 195

Block: 88

Lot: 26.01

Property Details

Type: Condo

No. of Bedrooms: 2

Current Use: Personal Residential Occupancy

Intended Use:

Application Details

Type: Rental

Closing Date:

Open Permits: Unknown

Accessory Structures

Pool: No

Garage: No

Deck: No

Finished Basement: No

Fence: No

Shed: No

Current Owner's Details

Email Correspondence: Yes

Name: OCEANPORT VILLAGE CENTER, LLC

Address: 179 EAST MAIN STREET

City, State & ZIP: OCEANPORT, NJ 07757

Phone: (732) 544-1578

Second Phone:

Email: ravilanka@yahoo.com

Realtor/Agent's Details

Email Correspondence:

Business Name:

First name:

Last Name:

Address:

City, State & ZIP: , ,

Phone:

Second Phone:

Email:

Tenant(s)/Buyer(s) Details

Company Name	First Name	Last Name	Phone #
	TYLER	PATTERSON	(908) 675-3367

Certificate of Occupancy
BOROUGH OF OCEANPORT

MONMOUTH COUNTY
NEW JERSEY ⁽¹⁹⁷⁾

This certifies that the building located at 247 E. MAIN ST.
BK. 88 LOT 26.01 Apt. 247 (197)

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the ~~owner~~ ^{tenant} may occupy the

MULTI FAMILY

Dwelling ()

Apt. ☒

Other ().

Date

7/29/2015

Allen Parker
INSPECTOR

No. 04503

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building: 197 North Blvd.

Property Address: 247 EAST MAIN ST.

Block: 88 Lot: 26.01 OP Village Center

Name of Present Owner(s): OCEANPORT CENTER LLC

Present Owner's Address (if different) 217 EAST MAIN ST.

OCEANPORT, NJ 07757

RESALE: _____

RENTAL: X House of Apt. (circle one) 197 North 247 East Main 5.20

Closing Date: _____

Tenant Move In Date: MAY 30, 2015

Name of Prospective Occupant: _____

JOHN MURPHY

Number of Persons occupying this building: _____

3 (THREE) (children)

FEES (payable upon application):

RESALE: \$35.00

RENTAL: \$35.00

DATE: MAY 19, 2015

Vic Gourkanti
Signature of Applicant

VICTOR GOURKANTI
Print Name

(732) 829-2467
Applicant's Telephone Number

Alternate Contact: RAVI LANKA

Phone #: (732) 670-6607

No. 04503

* Notified Police & Fire Dept.

paid
\$35.00 CASH
5.19.15

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at 199 F MAN ST

Box 88 LOT 2601

conforms, at this date, to all the codes and ordinances of the Borough of

Oceanport and includes inspections for smoke detector, carbon monoxide

detector, & fire extinguisher and that the owner-tenant may occupy the

MOTEL - FAMILY

Dwelling ()

Apt. X

Other ()

Date

7/21/2015

Alfred Parker

INSPECTOR

No. 04538

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 199 E. Main Street Apt. 199 North

Block: _____ Lot: _____

Name of Present Owner(s): Victor Gouranki

Present Owner's Address (if different) 283 Housmile River Rd

Middletown

RESALE: _____

RENTAL: ☒ House or Apt (circle one)

Closing Date: _____

Tenant Move In Date: 7/12/15

Name of Prospective Occupant: _____

Karen Jordan & Taylor Jordan

Number of Persons occupying this building: 2

FEES (payable upon application):

RESALE: \$35.00

RENTAL: \$35.00

DATE: 7.6.15

Jane Blais
Signature of Applicant

Jane Blais
Print Name

732-544-1578
Applicant's Telephone Number

Alternate Contact: Victor Gouranki

Phone #: 732-544-1578

No. 04536

Paid
#3665
7.3.15
& Rec'd. 7.6.15
\$35.00

Certificate of Occupancy
BOROUGH OF OCEANPORT

MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

201 E MAIN ST

Box 88 Lot 28.01

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner-tenant may occupy the

MUELLER FAMILY

Dwelling ()

Apt. ~~24~~

Other ()

Date

11/7/2017

Alfred J. Pella

INSPECTOR

No.

04931

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: (201 E.) MAIN ST. OCEANPORT NJ 07757

Block: 88 Lot: 26.01

Name of Present Owner(s): VICTOR GOORKANTI

Present Owner's Address (if different) 583 NAVESINK RIVER RD
RED BANK, NJ 07701

RESALE: _____

RENTAL: X House or Apt. (circle one)

Closing Date: _____

Tenant Move In Date: 11-1-17

Name of Prospective Occupant: _____

JULIE Mc GLOIN GUNTHER

Number of Persons occupying this building: 2

FEES (payable upon application):

RESALE: \$50.00

RENTAL: \$50.00

DATE: 10-30-17

CHECK # 869

[Signature]
Signature of Applicant

RAVI LANKA
Print Name

GAVE TO ALLEN
10-30-17

732 670 6607
Applicant's Telephone Number

Alternate Contact: VICTOR GOORKANTI

Phone #: 732.829.2467

No. 04931

Tuesday - 3:30 PM.
Nov. 07, 2017

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at 203 E. MAIN ST.

Bk 88 Lot 2601

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the ~~owner~~ tenant may occupy the

MULTI-FAMILY

Dwelling ()

Apt. ~~XX~~

Other ()

Date

7/21/2015

Allen Parker

INSPECTOR

No. 04530

APPLICATION FOR CERTIFICATE OF OCCUPANCY

*Tried to call Jane
on 6-24-15. Her mail box
was full!! Could not leave a message.

Borough of Oceanport

NO
WRONG?

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the
following dwelling or building

Unit (203) Wrong No Sack #

#203 North

Property Address: 274 E Main St. Oceanport, NJ 07061

Block: 88 Lot: 26.01

Name of Present Owner(s): Victor Goukenti

Present Owner's Address (if different) 583 Navesink River Rd

Middle town, NJ 07701

*came to Allen Parker on 6-30-15.

RESALE: _____

RENTAL: ✓ House or (Apt) (circle one)

Closing Date: _____

Tenant Move In Date: 7/1/15

Name of Prospective Occupant: Albert Rodoff

Number of Persons occupying this building: 1

FEES (payable upon application):

RESALE: \$35.00

RENTAL: \$35.00

DATE: 6-23-15

Jane Blais
Signature of Applicant

Jane Blais
Print Name

732-544-1573
Applicant's Telephone Number

Alternate Contact: Victor Goukenti

Phone #: 732-829-2464

CHK # 3816 35.00
6-23-15

No. 04530

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at 205 E. MAIN ST

Bk. 88 Lot 2601

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the ~~tenant~~ tenant may occupy the

MULLI FAMILY

Dwelling ()

Apt. ☒

Other ()

Date

9/25/2015

Allen D. Parker
INSPECTOR

No. 04582

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: N. 205 E. Main St.

Block: _____ Lot: _____

Name of Present Owner(s): Victor Gouranki

Present Owner's Address (if different) 583 Ave. Cirk Ave

Red Bank N.J. 07701
9/14 Have to AP

RESALE: _____

RENTAL: ✓ House or (Apt.) (circle one)

Closing Date: _____

Tenant Move In Date: 10/1/15

Name of Prospective Occupant: _____

Alexis Mirant.

Number of Persons occupying this building: 3

FEES (payable upon application):

RESALE: \$35.00

RENTAL: \$35.00

DATE: 9-14-15

Jane Blais
Signature of Applicant

Jane Blais
Print Name

732-544-1578
Applicant's Telephone Number

Alternate Contact: Victor Gouranki

Phone #: 732-544-1578

No. 04582

CP# 3370 35.00

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

207 Main St.
Bk. 88 Lot 26.01

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the ~~owner-tenant~~ may occupy the

METI FAMILY

Dwelling ()

Apt. X

Other ()

Date

9/4/2015

Alfred Parker
INSPECTOR

No. 04547

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 207 North Apt. # 207
274 Main St., Oceanport, N.J. 07757

Block: 88 Lot: 26.01

Name of Present Owner(s): Victor Gouran K L

Present Owner's Address (if different) 583 New York River

Red Bank, DE 07701

7-17-15. Hail to R.P.

RESALE: _____

RENTAL: ☒ House or Apt. (circle one)

Closing Date: _____

Tenant Move In Date: 8/1/2015

Name of Prospective Occupant: _____

Number of Persons occupying this building: (1)

FEES (payable upon application):

RESALE: \$35.00

RENTAL: \$35.00

DATE: 7/7/15

Jane Blais
Signature of Applicant

Jane Blais
Print Name

732. 544 - 1503
Applicant's Telephone Number

Alternate Contact: Victor Gouran K L

Phone #: 732 - 544 1503

No. 04547

OK # 1061 35.00

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

209 E MAIN ST

Box 88 Lot 26.01

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner-tenant may occupy the

MULTI-FAMILY

Dwelling ()

Apt. 8

Other ()

Date

12/1/2015

Alfred P. Parker

INSPECTOR

No. 904608

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at 211 E MAIN ST.

Box 88 Lot 2601

conforms, at this date, to all the codes and ordinances of the Borough of

Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner-tenant may occupy the

MULTI FAMILY

Dwelling ()

Apt. ~~A~~

Other ()

Date

1/16/2018

Alfred Deha

INSPECTOR

No. 04975

APPLICATION FOR CERTIFICATE OF OCCUPANCY

North

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 211 East Main St, Oceanport, NJ 07757

Block: 88 Lot: 26.01

Name of Present Owner(s): Victor Goukanti

Present Owner's Address (if different) 439 Navesink River Road
Red Bank, NJ 07701

All
Good
to
Close
After
H6-18

RESALE: _____

RENTAL: ☒ House or ☒ Apt. (circle one)

Closing Date: _____

Tenant Move In Date: 1/16/18

Name of Prospective Occupant: _____

HOPE RATASKI

Number of Persons occupying this building: (2)

FEES (payable upon application):

RESALE: \$50.00

RENTAL: \$50.00

DATE: 1-16-18

Signature of Applicant

Ravi Lanka

Print Name

RAVI LANKA

Applicant's Telephone Number

732 544 1578

Alternate Contact: Victor Goukanti

Phone #: 732 829 2467

No. 04975

Paid 1-16-18
863 50.00

Certificate of Occupancy

BOROUGH OF OCEANPORT

MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

213 E. MAIN ST
Bk. 88 Lot 26.01

conforms, at this date, to all the codes and ordinances of the Borough of

Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner/tenant may occupy the

MULTI-FAMILY

Dwelling ()

Apt. 2X

Other ()

Date

6/14/2017

Edward J. Pader

INSPECTOR

No.

04863

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

North Building

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 213 East Main Street, Oceanport, NJ

Block: 88 Lot: 26.01

Name of Present Owner(s): Oceanport Center LLC / Victor Goukanti

Present Owner's Address (if different) 583 Navesink River Road
Red Bank, NJ 07701

RESALE: _____

RENTAL: X House or Apt. (circle one)

Closing Date: _____

Tenant Move In Date: 6/15/17

Name of Prospective Occupant: Ms. Pier K Phillips

Number of Persons occupying this building: 2 (daughter)

FEES (payable upon application):

RESALE:

\$50.00

RENTAL:

\$50.00

DATE: 6-9-17

Signature of Applicant

Print Name

RAVI LANKA
732 544 1578 (732 670 6607 cell)
Applicant's Telephone Number

Alternate Contact: Victor Goukanti

Phone #: 732 829 2467

No. 04863

All Good.
Save to
New
paper
6-12-17

Paid 6-9-17 #1334 \$50.00
check = \$100.00

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at 215 E. MAIN ST.
Bldg. 88 LOT 26.01

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the ~~owner~~ tenant may occupy the

MULTI FAMILY

Dwelling ()

Apt. ☒

Other ().

Date

10/1/2018


INSPECTOR

No.

~~05003~~

20019011



All Good
Gave to Allen Parker
9-28-18

Borough of Oceanport
Certificate of Continued Occupancy
Copy of the Application

Reference # 2018-00090

Date Entered: 9/28/2018 10:10:00 AM

Address Details

Address: E MAIN ST

Unit: 215 *North Building*

Block: 88

Lot: 26.01

Property Details

Type: Condo

No. of Bedrooms: 1

Current Use: Personal Residential Occupancy

Intended Use:

Application Details

Type: Rental

Closing Date:

Made in debt 10-1-18

Open Permits: No

Accessory Structures

Pool: No

Garage: No

Deck: No

Finished Basement: No

Fence: No

Shed: No

Current Owner's Details

Email Correspondence: Yes

Name: OCEANPORT VILLAGE CENTER, LLC

Address: 179 EAST MAIN STREET

City, State & ZIP: OCEANPORT, NJ 07757

Phone: (732) 544-1578

Second Phone: (732) 670-6607

Email: ravalanka@yahoo.com

Realtor/Agent's Details

Email Correspondence:

Business Name:

First name:

Last Name:

Address:

City, State & ZIP: , ,

Phone:

Second Phone:

Email:

Tenant(s)/Buyer(s) Details

Company Name	First Name	Last Name	Phone #
	Jose Luis	Rodriguez	(732) 245-1977

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

217 K MAN ST.
Bk. 88 LOT 2601

conforms, at this date, to all the codes and ordinances of the Borough of

Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner-tenant may occupy the

MULTI FAMILY

Dwelling ()

Apt. ()

Other ()

Date

3/14/2018

Alfred J. Faler

INSPECTOR

04994

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

219 E. MAIN ST.
Box 88 Box 2601

conforms, at this date, to all the codes and ordinances of the Borough of

Oceanport and includes inspections for smoke detector, carbon monoxide

detector, & fire extinguisher and that the owner-tenant may occupy the

MULTI FAMILY

Dwelling ()

☒ Apt. X

Other ()

Date

9/14/2015

Allen Parker

INSPECTOR

No. 04578

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 219 E Main St., (North)

Block: 88 Lot: 26-01

Name of Present Owner(s): Victor Gauranki

Present Owner's Address (if different) 583 Navesink River

Red Bank, NJ 07701

9/14 - Made to AP

RESALE: _____

RENTAL: ☒ House or ☐ Apt. (circle one)

Closing Date: 10/1/15

Tenant Move In Date: 10/1/15

Name of Prospective Occupant:

David Radey / Kaila O'Donnell

Number of Persons occupying this building:

(2)

FEES (payable upon application):

RESALE: \$35.00

RENTAL: \$35.00

DATE:

9-11-15

Signature of Applicant

Print Name

Applicant's Telephone Number

Alternate Contact:

Phone #:

No. 04578

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

221 E. MAIN ST
BLK. 88 LOT 2601

conforms, at this date, to all the codes and ordinances of the Borough of

Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner-tenant may occupy the

MULTI FAMILY

Dwelling ()

Apt. ☒

Other ()

Date

6/14/2017

No.

04884

INSPECTOR

[Signature]

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

North Building

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 221 East Main Street Oceanport, NJ

Block: 88 Lot: 26.01

Name of Present Owner(s): Oceanport Center LLC / Victor Goukanti

Present Owner's Address (if different) 583 Navesink River Road
Red Bank, NJ 07701

RESALE: _____

RENTAL: X House or Apt. (circle one)

Closing Date: _____

Tenant Move In Date: 6/15/17

Name of Prospective Occupant: Ms. Dawn Placer

Number of Persons occupying this building: 2 (son)

FEES (payable upon application):

RESALE: ~~\$50.00~~

RENTAL: \$50.00

DATE: 6-9-17

Signature of Applicant

RAVI LANKA

Print Name

732 544 1578 (732 670 6607)
Applicant's Telephone Number cell

Alternate Contact: VICTOR GOUKANTI

Phone #: 732 829 2467

No. 04064

all good.
move to
Allen Parker
6-12-17

aid 6-9-17 #1334 \$150.00
check = \$100.00

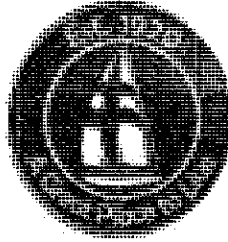
2019

Certificate of Continued Occupancy

2019

Borough of Oceanport
315 E. Main Street
Oceanport, NJ 07757
(732) 222-8221

Block:88
Lot: 26.01
Type: Rental
Lic #: 2019-00086



Property Location
E MAIN ST 223
OCEANPORT BORO NJ 07757

Owner Information

OCEANPORT VILLAGE
CENTER, LLC
179 EAST MAIN STREET
OCEANPORT, NJ 07757

New Owner Information

Name	Phone #
Daniel Grogan	(732) 513-0455
Emily Bott	(732) 865-2234

Condo Rental property. An inspection was made, and this was found to be a legal Condo Rental property with working smoke and carbon monoxide detectors.

Property Type:	Issue Date:	Expiration Date:	License Fee:
Condo	04/10/2019		\$50.00


Housing Inspector



Borough of Oceanport
Certificate of Continued Occupancy
Copy of the Application

Good to go
for Allen
48-19

Reference # 2019-00086

Date Entered: 4/8/2019 9:52:00 AM

North

Address Details

Address: E MAIN ST

Unit: 223

Block: 88

Lot: 26.01

Property Details

Type: Condo

No. of Bedrooms: 1

Current Use: Personal Residential Occupancy

Intended Use:

Application Details

Type: Rental

Closing Date: 4-12-19

Open Permits: Unknown

Accessory Structures

Pool: No

Garage: No

Deck: No

Finished Basement: No

Fence: No

Shed: No

Current Owner's Details

Email Correspondence: Yes

Name: OCEANPORT VILLAGE CENTER, LLC

Address: 179 EAST MAIN STREET

City, State & ZIP: OCEANPORT, NJ 07757

Phone: (732) 544-1578

Second Phone:

Email: ravalanka@yahoo.com

Realtor/Agent's Details

Email Correspondence:

Business Name:

First name:

Last Name:

Address:

City, State & ZIP: , ,

Phone:

Second Phone:

Email:

Tenant(s)/Buyer(s) Details

Company Name	First Name	Last Name	Phone #
	Daniel	Grogan	(732) 513-0455

OCEANPORT CENTER

BUILDING NO. 1

BLOCK 88 LOT 26.01

(South)

MUNICIPALITY	NO.	STREET	TYPE
OCEANPORT	101	E MAIN STREET	COMMERCIAL
OCEANPORT	103	E MAIN STREET	COMMERCIAL
OCEANPORT	105	E MAIN STREET	COMMERCIAL
OCEANPORT	107	E MAIN STREET	COMMERCIAL
OCEANPORT	109	E MAIN STREET	COMMERCIAL
OCEANPORT	111	E MAIN STREET	COMMERCIAL
OCEANPORT	113	E MAIN STREET	COMMERCIAL
OCEANPORT	115	E MAIN STREET	COMMERCIAL
OCEANPORT	117	E MAIN STREET	COMMERCIAL
OCEANPORT	119	E MAIN STREET	COMMERCIAL
OCEANPORT	121	E MAIN STREET	COMMERCIAL
OCEANPORT	123	E MAIN STREET	COMMERCIAL
OCEANPORT	125	E MAIN STREET	RESIDENTIAL
OCEANPORT	127	E MAIN STREET	RESIDENTIAL
OCEANPORT	129	E MAIN STREET	RESIDENTIAL
OCEANPORT	131	E MAIN STREET	RESIDENTIAL
OCEANPORT	133	E MAIN STREET	RESIDENTIAL
OCEANPORT	135	E MAIN STREET	RESIDENTIAL
OCEANPORT	137	E MAIN STREET	RESIDENTIAL
OCEANPORT	139	E MAIN STREET	RESIDENTIAL
OCEANPORT	141	E MAIN STREET	RESIDENTIAL
OCEANPORT	143	E MAIN STREET	RESIDENTIAL
OCEANPORT	145	E MAIN STREET	RESIDENTIAL
OCEANPORT	147	E MAIN STREET	RESIDENTIAL
OCEANPORT	149	E MAIN STREET	RESIDENTIAL
OCEANPORT	151	E MAIN STREET	RESIDENTIAL
OCEANPORT	153	E MAIN STREET	RESIDENTIAL
OCEANPORT	155	E MAIN STREET	RESIDENTIAL
OCEANPORT	157	E MAIN STREET	RESIDENTIAL
OCEANPORT	159	E MAIN STREET	RESIDENTIAL
OCEANPORT	161	E MAIN STREET	COMMERCIAL

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

125 E. MAIN ST
Bk. 88 Lot 26-01

conforms, at this date, to all the codes and ordinances of the Borough of

Oceanport and includes inspections for smoke detector, carbon monoxide

detector, & fire extinguisher and that the ~~owner~~ tenant may occupy the

MULTI FAMILY

Dwelling ()

Apt ☒

Other ()

Date

8/4/2015

Alfred J. Pader
INSPECTOR

No. 04548

APPLICATION FOR CERTIFICATE OF OCCUPANCY
Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 125 South Main St. Oceanport NJ 07757
Block: 88 Lot: 26.01

Name of Present Owner(s): Victor Gourant

Present Owner's Address (if different) 583 Navesink River Rd. Bel Air NJ 07701
7-17-15 - Gave to A.P.

RESALE: _____

Closing Date: _____

RENTAL: ☒ House or Apt. (circle one)

Tenant Move In Date: 8/1/2015

Name of Prospective Occupant: Regina Zappala

Number of Persons occupying this building: (1)

FEES (payable upon application):

RESALE: \$35.00

RENTAL: \$35.00

DATE: 7/17/15

CK# 247 35.00

Jane Blais
Signature of Applicant

Jane Blais
Print Name

732-544-1503
Applicant's Telephone Number

Alternate Contact: Victor Gourant

Phone #: 732 544-1503

No. 04548

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at 123 E. MAIN ST.

Box 851 Box 26.01
conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner-tenant may occupy the

MURPHY FAMILY

Dwelling ()

Apt. ☒

Other ()

Date

1/8/2016

No. 04516

Allen J. Pala
INSPECTOR

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 127 E. Main Street Unit #127 S. Bldg.

Block: 88 Lot: 26.01

Name of Present Owner(s): Victor Gorkan

Present Owner's Address (if different) 583 Navesink Road

Middlebrook, NJ

RESALE: ON 12.8.15

RENTAL: ☒ House or (Apt.) (circle one)

Closing Date: _____

Tenant Move In Date: 1/1/16

Name of Prospective Occupant: _____

Number of Persons occupying this building: (1)

FEES (payable upon application):

RESALE: \$50.00 \$35.00 RENTAL: \$50.00 \$35.00

DATE: 12.8.15

Jane Blais
Signature of Applicant

Jane Blais
Print Name

732 544-5178
Applicant's Telephone Number

Alternate Contact: Victor Gorkan

Phone #: 732 544-5178

No. 04616

Paid
#1315
11.22.15
\$50.00
Paid 12.8.15

Certificate of Occupancy
BOROUGH OF OCEANPORT

MONMOUTH COUNTY

NEW JERSEY

This certifies that the building located at 2017 E MAIN ST

CH 129 BU 88

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the ~~owner~~ tenant may occupy the

MULTI FAMILY

Dwelling ()

Apt. ☒

Other ()

Date

6/23/2015

Alfred Parker

INSPECTOR

No. 04528

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport.

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 129 South E Main St. - Port au Port Ave

Block: 88 Lot: 26-01 # 129S

Name of Present Owner(s): Victor Gourant

Present Owner's Address (if different) 383 New York River Rd

Red Bank, NJ 07701

RESALE: _____

RENTAL: ☒ House or 129 South Apt. (circle one)

Closing Date: _____

Tenant Move In Date: 7/1/2015

Name of Prospective Occupant: Marcia "Joyce" Martinez

Number of Persons occupying this building: 2

FEES (payable upon application):

RESALE: \$35.00

RENTAL: \$35.00

DATE: 6-15-15

CK# 340 \$35.00

Jane Blais
Signature of Applicant

Jane Blais
Print Name

732-492-3256
800-321-6892
Applicant's Telephone Number

Alternate Contact: _____

Phone #: _____

No. 04526 *Notified Police & Fire Dept.

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at Box 88 lot 26.01
Box 131 49 E. MAIN ST.

conforms, at this date, to all the codes and ordinances of the Borough of

Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the ~~owner~~ tenant may occupy the

NOTI FAMILY

Dwelling ()

Apt. ☒

Other ()

Date

6/23/2015

Alfred Parker

INSPECTOR

No. 704522

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 131 South Block - E. Main Street & Port-Au-Rock Avenue

Block: 88 Lot: 26.01 (OP Village Center) #1475

Name of Present Owner(s): Victor Guaranti

Present Owner's Address (if different): 953 Vincent P. Reed Blvd NJ

67701

REALE: _____ RENTAL: ☒ House or (Apt. (circle one))

Closing Date: _____ Tenant Move In Date: 6/25/15

131 South

Name of Prospective Occupant: Tom Waschler

Number of Persons occupying this building: 4 (3 children)

FEES (payable upon application):

REALE: \$35.00 RENTAL: (\$35.00)

DATE: 6.12.15

Signature of Applicant: Jane Blais

Print Name: Jane Blais

Applicant's Telephone Number: 732 544-1578

Alternate Contact: Victor Guaranti

Phone #: 732 829-2467

No. 04522

* Notified Police & Fire Dept.

Paid #156 6.12.15 \$35.00

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at 133 E. MAIN ST

Box 88 Lot 26.01

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the ~~owner~~ tenant may occupy the

MULTI-FAMILY

Dwelling () Apt. ~~X~~ Other ()

Date 9/27/2019

001000

[Signature]
INSPECTOR

10/2019

https://main.govpilot.com/web/public/23a49b78-d06.html?id=0&uid=7252&pu=1&ust=NJ&ls=Wed May 20 2019 16:20:47 GMT-0400 (EAST)

Municipality of
Oceanport

Certificate of Continued Occupancy Application

315 E. Main Street
Oceanport, NJ 07747
(732) 222-8221
www.oceanportnj.com

South

Property Details

Begin typing address and select from the populated dropdown

Alternatively, you may also search by Assessor Parcel Number (APN)
Search By Property Identifier: 1338 88 26.01

If you do not know the Address or APN, click here to search all records.

Address: EAST MAIN ST Unit: 133 Block: 88 Lot: 26.01 Property Identifier:

When finished, please submit in the Submit Tab.

You must have at least one person designated for email correspondence. Be aware that each email entered below will receive its own copy.

Property | Applicant | Contact Persons | Instructions | Submit

Paid
9-23-19pm
513
\$50.00
Check dated
9-18-19

Current Owner's Details

First Name

Select: YES

Complete Name: VICTOR GOURLANTI Address: 179 E MAIN ST City, State, ZIP: OCEANPORT, NJ 07757
Phone #: 732 544 1578 Second Phone #: Email: RAUJILANKA@YAHOO.COM

Good for
Allen Parker
9-24-19

Realtor/Agent's Details

N/A

Email Correspondence:

First Name

Last Name

Address

City

State

ZIP

Phone #

First Name

Last Name

Address

City

State

ZIP

Phone #

Last Name

First Name

Address

City

State

ZIP

Phone #

209-00185

Occupant Details, plus any children or pets (cats/dogs)

Add a new record for each new occupant, i.e. tenant, buyer, child and/or pet (if any)

Add New Record

Company

First Name

Last Name

Phone #

CAROLEE

VILLAPIANO

732 299 5556

RECEIVED
9-23-19pm

Certificate of Occupancy
BOROUGH OF OCEANPORT

MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at 135 K. MAW ST

BUL 88 LOT 26.01

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner-tenant may occupy the

MULTI FAMILY

Dwelling ()

APR 19 6/27/2019

Other ()

[Signature]

19/2018

[https://main.govplot.com/web/public/23e49b78-d00.html?id=0&uid=7282&pu=1&ust=NJ&ls=Wed May 29 2019 16:20:47 GMT-0500 \(EST\)](https://main.govplot.com/web/public/23e49b78-d00.html?id=0&uid=7282&pu=1&ust=NJ&ls=Wed May 29 2019 16:20:47 GMT-0500 (EST))
Borough of
Oceanport

Certificate of Continued Occupancy Application

 315 E. Main Street
Oceanport, NJ 07747
(732) 222-0221
www.oceanportboro.com

Property Details

Begin typing address and select from the populated dropdown

Alternatively, you may also search by Assessor Parcel Number (APN)

 Search by Property Identifier: 1338-88-26.01

If you do not know the Address or APN, click HERE to search NJ tax maps.

 Address: EAST MAIN ST Unit: 135 Block: 88 Lot: 26.01 Property Identifier:

When finished, press Submit in the Submit Tab.

You must have at least one person designated for email correspondence. Be aware that each email entered below will receive its own copy.

Property | Applicant | Current Owner | Instructions | Submit

Current Owner's Details

 Email Correspondence? ☒ YES

Complete Name *

VICTOR GOURKANTI

Address *

179 E MAIN ST

City, State, Zip *

OCEAN PORT, NJ 07757

Phone # *

732 544 1578

Second Phone #

Email *

RAVILANKA@YAHOO.COM

Realtor/Agent's Details

N/A

Email Correspondence?

Email Address *

Realist Business

First Name

Last Name

Address

City

State

ZIP

Phone #

Second Phone #

Email

Occupant Details

Add a new record for each new occupant, i.e. tenant, buyer, child and/or pet (if any)

Add New Record

Company

First Name

Last Name

Phone #

X

MICHAELE
LISAN
PERROLLI
PERRULLI
732 567 9929
732 567 9929


RECEIVED

9-23-19am

[https://main.govplot.com/web/public/23e49b78-d00.html?id=0&uid=7282&pu=1&ust=NJ&ls=Wed May 29 2019 16:20:47 GMT-0400 \(Eastern Daylight\)](https://main.govplot.com/web/public/23e49b78-d00.html?id=0&uid=7282&pu=1&ust=NJ&ls=Wed May 29 2019 16:20:47 GMT-0400 (Eastern Daylight))

 Good for
Allen
Parker
9-24-19

 Paid
9-23-19pm
0248
\$50.00
check dated
9-17-19

2019-00184

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at 137 Main St.

Bk. 188 Lot 26.01

conforms, at this date, to all the codes and ordinances of the Borough of

Oceanport and includes inspections for smoke detector, carbon monoxide

detector, & fire extinguisher and that the owner/tenant may occupy the

Mary McPartland

Dwelling ()

Apt. (X)

Other ()

Date

6/5/2016

T. P. Parker
INSPECTOR

No. ~~0454~~ 4685 AP

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: (137) East main Street ^{South Building}

Block: 88 ^{res} Lot: 26.01

Name of Present Owner(s): Victor Gurancki

Present Owner's Address (if different) 583 Havesink River Rd

All Good. Gave to Allen Parker Middletown, N.J.
5/24/16

RESALE: _____

RENTAL: ☒ House or Apt. (circle one)

Closing Date: _____

Tenant Move In Date: 6/1/16

Name of Prospective Occupant: Kevin Henry

Number of Persons occupying this building: 2

FEES (payable upon application):

RESALE: ^{50.00} \$35.00 RENTAL: ^{50.00} \$35.00

DATE: 5/24/16

Jane Blais
Signature of Applicant

aid 5/24/16 # 003482 \$ 50.00

Jane Blais
Print Name

732.544 1575
Applicant's Telephone Number

Alternate Contact: Victor Gurancki

Phone #: 732.544 1575

No. 04685

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at 139 E. MAIN ST SOUTH
BLK 88 LOT 2601

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner-tenant may occupy the

MCET 19912-1

Dwelling ()

Apt. ☒

Other ()

Date

2/19/2016

Allen Parker
INSPECTOR

No. 04637

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 139 E. Main Street S. Bldg.

Block: 88 Lot: 26.01

Name of Present Owner(s): Victor Gourancki

Present Owner's Address (if different): 583 Nauesink River Rd

Middletown, NJ 07701

*All OK. Gene Jo Allen Filler
on 1.25.16*

RESALE: _____

RENTAL: ☒ House or Apt. (circle one)

Closing Date: _____

Tenant Move In Date: 2/15/16

Name of Prospective Occupant: _____

Michael Piotrowski / Martucci

Number of Persons occupying this building: 4

FEES (payable upon application):

RESALE: \$50.00 RENTAL: \$50.00
\$35.00 \$35.00

DATE: 1.25.16

Jane Blais
Signature of Applicant

Jane Blais
Print Name

732 544-1578
Applicant's Telephone Number

Alternate Contact: Victor Gourancki

Phone #: 732-544-1578

No. 04637

*Paid \$59.00
1.23.15 * Rec'd 1.25.16
\$50.00*

Certificate of Occupancy
BOROUGH OF OCEANPORT

MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

141 E. MAIN ST.
Box 88 Lot 2601

conforms, at this date, to all the codes and ordinances of the Borough of

Oceanport and includes inspections for smoke detector, carbon monoxide

detector, & fire extinguisher and that the owner-tenant may occupy the

MULTI-FAMILY

Dwelling ☒ Apt. ☐

Other ().

Date

8/4/2015

Allen D. Parker
INSPECTOR

No. 04551

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 141 E Main St. Oceanport # 141 S Bldg

Block: _____ Lot: _____

Name of Present Owner(s): Victor Gourancki

Present Owner's Address (if different) 583 Navesink R.

Red Bank Middletown NJ

RESALE: _____

RENTAL: ☒ House or Apt. (circle one)

Closing Date: _____

Tenant Move In Date: 8/1/15

7/20 Have to A.P.

Fitzgerald

Name of Prospective Occupant: Brian Fitzgerald & Melissa Con

Number of Persons occupying this building: 2

FEES (payable upon application):

RESALE: \$35.00

RENTAL: \$35.00

DATE: 7/20/15

CH 1226
35.00

Jane Blais
Signature of Applicant

Jane Blais
Print Name

732-544 1578
Applicant's Telephone Number

Alternate Contact: Victor Gourancki

Phone #: 732-544 1578

No. 04551

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

143 E. Main St
Bk 88 Lot 26-01

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner-tenant may occupy the

DE MORA FAMILY

Dwelling ()

Apt. 2A

Other ()

Date

5/24/2018

Allen D. Faler
INSPECTOR

No. 01991



All Good
Gave to Allen
Parbes 5-22-18

South

Borough of Oceanport
Certificate of Continued Occupancy
Copy of the Application

Reference # 2018-00020
Date Entered: 5/22/2018 12:39:00 PM

Paid 5-22-18
1368
5-22-18
check date
\$ 50.00

Address Details

Address: E. Main St.
Unit: 148

Block: 88
Lot: 26.01

Property Details

Type: One Family
No. of Bedrooms: 3

Current Use: Personal Residential Occupancy
Intended Use:

Application Details

Type: Rental

Open Permits: No

Closing Date: 5/22/18
made in date

Accessory Structures

Pool: No
Garage: No
Deck: No

Finished Basement: No
Fence: No
Shed: No

Current Owner's Details

Email Correspondence:
Name: Oceanport Center LLC
Address: 583 Navesink River Road
City, State & ZIP: Red Bank, NJ 07701

Phone: (732) 544-1578
Second Phone:
Email: ravi@oceanportcenter.com

Realtor/Agent's Details

Email Correspondence:
Business Name:
First name: Ravi
Last Name: Lanka
Address: East Main Street

City, State & ZIP: Oceanport, NJ, 07757
Phone: (732) 544-1578
Second Phone: (732) 670-6607
Email: ravi@oceanportcenter.com

Tenant(s)/Buyer(s) Details

Company Name	First Name	Last Name	Phone #
	Aron	Turunen	(732) 829-1031

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

145 E. MAIN ST.

BLK. 88 LOT 26.01

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner tenant may occupy the

MULTI - FAMILY

Dwelling ()

Apt. ☒

Other ().

Date

8/21/2015

Allen D Parker

INSPECTOR

No. 04568

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address:

145 E. Main St. Oceanport, NJ 07755

Block:

88

Lot:

26.01

Name of Present Owner(s):

Victor Gouzanaki

Present Owner's Address (if different)

583 Nadesink River Rd
Red Bank NJ 07701

*Gave to Allen Parker ON 8.20.15

RESALE:

RENTAL:

House or Apt. (circle one)

Closing Date:

Tenant Move In Date:

9/1/15

Name of Prospective Occupant:

Ylanca de los Angeles

Number of Persons occupying this building:

1

FEES (payable upon application):

RESALE:

\$35.00

RENTAL:

\$35.00

DATE:

8.18.15

Signature of Applicant

Jane Blais

Print Name

Jane Blais

Applicant's Telephone Number

732. 544. 1578

Alternate Contact:

Victor Gouzanaki

Phone #:

732. 544. 1578

No. 04568

10# 5921168675
8/18/15 35.00

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

147 E. MAIN ST
Box 88 Lot 26.01

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner-tenant may occupy the

MARTIN FAMILY

Dwelling ()

Apt. ☒

Other ()

Date

8/21/2015

Allen D. Parker
INSPECTOR

No. 04563

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 147 E Main St., Oceanport *South*

Block: 88 Lot: 26.01

Name of Present Owner(s): Victor Gouranki

Present Owner's Address (if different) 583 Nassink River

Middleton, NJ 07701

8-4-15 Have to AP

RESALE: _____

RENTAL: _____ House or Apt. (circle one)

Closing Date: _____

Tenant Move In Date: 8/15/14 2015

Name of Prospective Occupant:

Danashim Parker

Number of Persons occupying this building:

1

FEES (payable upon application):

RESALE: \$35.00

RENTAL: \$35.00

DATE: 8-4-15

OK # 55-1760/312
35.00

Jane Blais
Signature of Applicant

Jane Blais
Print Name

732-544-1578
Applicant's Telephone Number

Alternate Contact: Victor Gouranki

Phone #: 732 544.1578

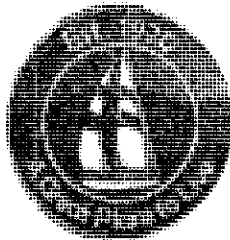
No. 04563

2019

Certificate of Continued Occupancy

Borough of Oceanport
115 E. Main Street
Oceanport, NJ 07757
(732) 222-8221

Block: 88
Lot: 26.01
Type: Rental
Lic #: 2019



Property Location
E MAIN ST UNIT 149 149
OCEANPORT BORO NJ 07757

Owner Information

OCEANPORT VILLAGE
CENTER, LLC
79 EAST MAIN STREET
OCEANPORT, NJ 07757

New Owner Information

Name	Phone
Jessica Smith	(732) 222-8221
Michael Malafronte	(732) 222-8221

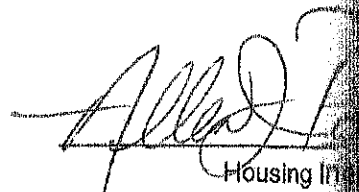
Condo Rental property. An inspection was made, and this was found to be a legal Condo Rental property with carbon monoxide detectors.

Property Type:
Condo

Issue Date:
04/02/2019

Expiration Date:

License Fee:
\$50.00


Housing Inspector



Borough of Oceanport
Certificate of Continued Occupancy
Copy of the Application

All Good
~~Allen~~ Allen did
inspection
4-2-19

No open
permits

South

Reference # 2019-00076

Date Entered: 3/29/2019 11:12:00 AM

Address Details

Address: E MAIN ST UNIT 149

Unit: 149

Block: 88

Lot: 26.01

Property Details

Type: Condo

No. of Bedrooms: 1

Current Use: Personal Residential Occupancy

Intended Use:

Application Details

Type: Rental

Closing Date: 4-8-19

Open Permits: Unknown

Accessory Structures

Pool: No

Garage: No

Deck: No

Finished Basement: No

Fence: No

Shed: No

Current Owner's Details

Email Correspondence: Yes

Name: OCEANPORT VILLAGE CENTER, LLC

Address: 179 EAST MAIN STREET

City, State & ZIP: OCEANPORT, NJ 07757

Phone: (732) 544-1578

Second Phone:

Email: ravilanka@yahoo.com

Realtor/Agent's Details

Email Correspondence:

Business Name:

First name:

Last Name:

Address:

City, State & ZIP: , ,

Phone:

Second Phone:

Email:

Tenant(s)/Buyer(s) Details

Company Name	First Name	Last Name	Phone #
	Jessica	Smith	(732) 887-6803

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

151 E. Main St
Bk 88 Lot 26.01

conforms, at this date, to all the codes and ordinances of the Borough of

Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner-tenant may occupy the

Multi Family

Dwelling ()

☒ Apt

Other ()

Date

[Signature]
INSPECTOR

No.

0198530019 P



All Good
Gave to
Allen Parker
2-7-19

**Borough of Oceanport
Certificate of Continued Occupancy
Copy of the Application**

Reference # 2019-00038

Date Entered: 2/7/2019 11:45:00 AM

South Building

Address Details

Address: E MAIN ST

Unit: 151

Block: 88

Lot: 26.01

Property Details

Type: Condo

No. of Bedrooms: 1

Current Use: Personal Residential Occupancy

Intended Use:

Application Details

Type: Rental

Closing Date:

move in date 2-15-19

Open Permits: Unknown

Accessory Structures

Pool: No

Garage: No

Deck: No

Finished Basement: No

Fence: No

Shed: No

Current Owner's Details

Email Correspondence: Yes

Name: OCEANPORT VILLAGE CENTER, LLC

Address: 179 EAST MAIN STREET

City, State & ZIP: OCEANPORT, NJ 07757

Phone: (732) 544-1578

Second Phone:

Email: ravalanka@yahoo.com

Realtor/Agent's Details

Email Correspondence:

Business Name:

First name:

Last Name:

Address:

City, State & ZIP: , ,

Phone:

Second Phone:

Email:

Tenant(s)/Buyer(s) Details

Company Name	First Name	Last Name	Phone #
	John	Guzzi	(908) 910-2740

Certificate of Occupancy

BOROUGH OF OCEANPORT

MONMOUTH COUNTY

NEW JERSEY

This certifies that the building located at

153 EASTMAN ST

BLK 88 LOT 26.01

conforms, at this date, to all the codes and ordinances of the Borough of

Oceanport and includes inspections for smoke detector, carbon monoxide

detector, & fire extinguisher and that the ~~owner~~ tenant may occupy the

0 MULTI-FAMILY

Dwelling ()

Apt. (X)

Other ()

Date 12/19/2017

Allen D. Pala

INSPECTOR

No. 04964

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

South

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 153 East Main St, Oceanport NJ 07757

Block: 88 Lot: 26.01

Name of Present Owner(s): Oceanport Center LLC

Present Owner's Address (if different) 179 East Main St

Oceanport, NJ 07757

All good gave to Allen Parker 12-18-17

RESALE: _____

RENTAL: ☒ House or Apt. (circle one)

Closing Date: _____

Tenant Move In Date: 12/23/17

Name of Prospective Occupant: RACHEL SMITH

Number of Persons occupying this building: 1

FEES (payable upon application):

RESALE: \$50.00

RENTAL: \$50.00

DATE: 12/18/17

[Signature]
Signature of Applicant

paid 12-18-17 # 388 \$50.00

RAVI LANKA
Print Name

732 670 6607
Applicant's Telephone Number

Alternate Contact: Victor

Phone #: 732 829 2467

No. 04964

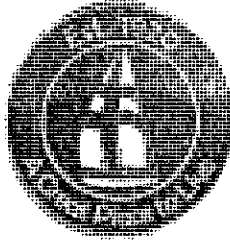
2019

Certificate of Continued Occupancy

2019

Borough of Oceanport
 315 E. Main Street
 Oceanport, NJ 07757
 732) 222-8221

Block:88
 Lot: 26.01
 Type: Rental
 Lic #: 2019-00105



Property Location
 E MAIN ST 155
 OCEANPORT BORO NJ 07757

Owner Information

OCEANPORT VILLAGE
 ENTER, LLC
 79 EAST MAIN STREET
 OCEANPORT, NJ 07757

New Owner Information

Name	Phone #
John Wells	(610) 737-2459
Alexa Hetzel	(732) 589-2416

Condo Rental property. An inspection was made, and this was found to be a legal Condo Rental property with working smoke and carbon monoxide detectors.

Property Type:	Issue Date:	Expiration Date:	License Fee:
Condo	04/25/2019		\$50.00

Allen J. Parker
 Housing Inspector



**Borough of Oceanport
Certificate of Continued Occupancy
Copy of the Application**

Reference # 2019-00105

Date Entered: 4/23/2019 12:14:00 PM

Address Details

Address: E MAIN ST

Unit: 155

Block: 88

Lot: 26.01

Property Details

Type: Condo

No. of Bedrooms: 1

Current Use: Personal Residential Occupancy

Intended Use:

Application Details

Type: Rental

Closing Date:

4-26-19 estimated change of occupancy

Open Permits: Unknown

Accessory Structures

Pool: No

Garage: No

Deck: No

Finished Basement: No

Fence: No

Shed: No

Current Owner's Details

Email Correspondence: Yes

Name: OCEANPORT VILLAGE CENTER, LLC

Address: 179 EAST MAIN STREET

City, State & ZIP: OCEANPORT, NJ 07757

Phone: (732) 544-1578

Second Phone:

Email: ravidanka@yahoo.com

Realtor/Agent's Details

Email Correspondence:

Business Name:

First name:

Last Name:

Address:

City, State & ZIP: , ,

Phone:

Second Phone:

Email:

Tenant(s)/Buyer(s) Details

Company Name	First Name	Last Name	Phone #
	John	Wells	(610) 737-2459

Certificate of Occupancy
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

157 E. MAIN ST
Box 88 Lot 2601

conforms, at this date, to all the codes and ordinances of the Borough of

Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the ~~owner~~-tenant may occupy the

MULTI FAMILY

Dwelling ()

Apt. ☒

Other ()

Date

9/25/2015

Allen J. Pohlen

INSPECTOR

No. 04534

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: S 157 E. Main St

Block: _____ Lot: _____

Name of Present Owner(s): Victor Gauranki

Present Owner's Address (if different) 283 ~~X~~ ~~MASS~~

Navesink River Rd. Red Bank, NJ
07701
9/14 Have to AP.

RESALE: _____

RENTAL: — House or Apt. (Circle one)

Closing Date: _____

Tenant Move In Date: 10/1/15

Name of Prospective Occupant:

Andrew McMahon - Lisa Musantky

Number of Persons occupying this building: 2

FEES (payable upon application):

RESALE: \$35.00

RENTAL

\$35.00

DATE: 9-14-15

OK - 0257 35.00

Jane Blais
Signature of Applicant

Jane Blais
Print Name

732 544-1578
Applicant's Telephone Number

Alternate Contact: Victor Gauranki

Phone #: 732 544-1578

No. 04584

Certificate of Occupancy
BOROUGH OF OCEANPORT

MONMOUTH COUNTY
NEW JERSEY

This certifies that the building located at

159 E. MAIN ST.
Bk. 88 Lot 26.01

conforms, at this date, to all the codes and ordinances of the Borough of
Oceanport and includes inspections for smoke detector, carbon monoxide
detector, & fire extinguisher and that the owner-tenant may occupy the

MOTEL FAMILY

Dwelling ()

Apt. ☒

Other ()

Date

5/23/2016

16/28/2016

No. 04680

Alfred J. Parker
INSPECTOR

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Borough of Oceanport

South Building

Application is hereby made for inspection and issuance of a Certificate of Occupancy for the following dwelling or building:

Property Address: 559 E Main St.

Block: 88 Lot: 26.01

Name of Present Owner(s): ~~Kenneth Manz~~ Victor Gouvanke

Present Owner's Address (if different) 553 Navesink Road

Middletown NJ 07701

All good. Gave to Allen Parker 5/17/16

RESALE: _____

RENTAL: ☒ House or (Apt.) (circle one)

Closing Date: _____

Tenant Move In Date: 7/1/16

Name of Prospective Occupant: _____

Kenneth Manz

Number of Persons occupying this building: _____

(1)

FEES (payable upon application):

RESALE:

30.00
\$35.00

RENTAL:

30.00
\$35.00

DATE: 5/17/16

Jane Blais
Signature of Applicant

Jane Blais
Print Name

732 544 5178
Applicant's Telephone Number

Alternate Contact: Victor Gouvanke

Phone #: 732 544 5178

No. 04680



Appendix 6c: Borough Hall Redevelopment – RDP Documentation

REDEVELOPMENT AGREEMENT

By and Between

THE BOROUGH OF OCEANPORT

As Redevelopment Entity

and

MARTELLI AT OCEANPORT, LLC

as Redeveloper

Dated: May 1, 2018

THIS REDEVELOPMENT AGREEMENT (the “**Agreement**”) made this 1st day of May, 2018 by and between

THE BOROUGH OF OCEANPORT, a body corporate and politic of the State of New Jersey, having its offices at 315 E. Main Street, Oceanport, New Jersey 07757 in its capacity as a “redevelopment entity” pursuant to *N.J.S.A. 40A:12A-4(c)* (hereinafter referred as the “**Borough**”);

AND

MARTELLI AT OCEANPORT, LLC a New Jersey limited liability company, having its offices at 716 Newman Springs Road, Suite 367, Lincroft, New Jersey 07738, together with permitted successors or assigns (hereinafter referred to as the “**Redeveloper**” and together with the Borough, the “**Parties**” or, separately, each a “**Party**”):

WITNESSETH

WHEREAS, the Borough of Oceanport, a body corporate and politic of the State of New Jersey (the “**Borough**”) is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”) to determine whether certain parcels of land within the Borough constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, the subject parcel of the redevelopment study is an approximately 5.54 acre site located at the intersection of Monmouth Boulevard and Myrtle Avenue. The site is south of the Gooseneck Bridge which connects Oceanport with the Borough of Little Silver; and

WHEREAS, on September 21, 2017, the municipal council of the Borough of Oceanport, New Jersey (the “**Borough Council**”), designated certain property formerly the Borough Hall including, without limitation, the property identified on the official tax maps of the Borough as Block 65 Lot 1 (the “**Property**”) as an area in need of rehabilitation, pursuant to the Redevelopment Law (the “**Rehabilitation Area**”); and

WHEREAS, on October 19, 2017, the Borough Council adopted the “*Borough Hall Site Redevelopment Plan*” dated October 19, 2017 (as may be amended from time to time, the “**Redevelopment Plan**”) for the Rehabilitation Area; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-4*, the Borough has chosen to act as the “redevelopment entity” (as such term is defined at *N.J.S.A. 40A:12A-3*) for the Rehabilitation Area (including the Property) to exercise the powers contained in the Redevelopment Law to facilitate the redevelopment of the Borough Hall Site; and

WHEREAS, Martelli At Oceanport, LLC (the “**Redeveloper**”) is the contract purchaser of the Property and seeks to be designated as the “redeveloper” (as defined in the Redevelopment

Law) of same, so as to redevelop the Property in accordance with the terms of the Redevelopment Plan and the Redevelopment Law; and

WHEREAS, Redeveloper proposes the redevelopment of the Property as a residential development consisting of subdividing the Property into twelve (12) lots on which single family homes will be constructed, a public park, a new access road and on-site and off-site improvements. Additionally, before the end of the Due Diligence period, the Buyer shall identify the 3 affordable units it will secure pursuant to its obligations under this Agreement and the Redeveloper's Agreement. These units shall be of the size and type approved by the Borough; and, Seller shall record a deed restriction (approved by the Borough) in favor of the Borough limiting the development of such property to the 3 affordable housing units required herein. To ensure that the affordable units are built, the redeveloper shall post a cash bond or equivalent in the amount of one million dollars (\$1,000,000.00) with the Borough, that will be forfeit to the Borough of Oceanport if said affordable units are not completed within 36 months of Commencement of Construction of the project; and

WHEREAS, the Redeveloper submitted information outlining its financial capabilities, experience, expertise and project concept descriptions for the Project and requested designation by the Borough as the redeveloper for the Project; and

WHEREAS, the Borough has determined that the Redeveloper possesses the proper qualifications, financial resources and capacity to implement and complete the Project in accordance with the Redevelopment Plan, and all other Applicable Laws, ordinances and regulations; and

WHEREAS, in order to set forth, in a more comprehensive agreement, the terms and conditions under which the Parties shall carry out their respective undertakings, rights and obligations with respect to the construction of the Project, the Parties have determined to execute this Redevelopment Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1 DEFINITIONS

1.01. Definitions. As used in this Agreement the following terms shall have the meanings ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words "agree," "agreements," "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," unless otherwise specified. All references to Sections, Articles or Exhibits shall refer to Sections, Articles or Exhibits in this Agreement unless otherwise specified.

(a) The following terms shall have the meanings ascribed to them in the Recitals to this Agreement:

Borough	Redeveloper
Agreement	Redevelopment Law
Borough	Redevelopment Plan
Borough Council	Rehabilitation Area
Part(ies)	Redevelopment Law
Project	Redevelopment Plan
Property	Rehabilitation Area

(b) The following terms shall have the definitions ascribed to them herein:

“Applicable Laws” shall mean all federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable to the Property and the Redeveloper including, but not limited to, the Redevelopment Law, the Municipal Land Use Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and State labor standards.

“Building Permit” shall mean a building permit issued by or on behalf of the Borough for the Project.

“Certificate of Completion” means written acknowledgement by the Borough in recordable form that the Redeveloper has Completed Construction of the Project (or a relevant Phase or portion thereof) in accordance with the requirements of this Agreement and Applicable Laws and the Redevelopment Plan and is released from all obligations and liabilities hereunder.

“Certificate of Occupancy” means a temporary or permanent Certificate of Occupancy; as such term is defined in the municipal code, issued by the Borough, authorizing occupancy of any building or structure within the Project, or any phase or portion thereof.

“Commence Construction” and **“Commencement of Construction”** shall mean the undertaking of any actual physical construction of any portion of the Project, including but not limited to demolition, or site preparation.

“Completion of Construction” and **“Complete Construction”** shall mean the completion of the Project in accordance with the Redevelopment Plan sufficient for issuance of Certificates of Occupancy for the Project, subject to final fixtures and floor coverings.

“Completion Notice” means written notification to the Borough of Completion of Construction of the Project and request by Redeveloper for the issuance of a Certificate of Completion. Such notice shall include the Redeveloper’s representation and warranty of compliance with all Applicable Laws.

“Concept Plan” is the plan attached hereto as **Exhibit A**.

“County” means Monmouth County, New Jersey.

“Declaration” shall be substantially in the form as attached hereto as **Exhibit B**.

“Engineering Controls” means any mechanism to contain or stabilize contamination or to ensure the effectiveness of a Remediation. Engineering Controls may include, without limitation, caps, covers, dikes, trenches, leachate control systems, signs, fences and physical access barriers.

“Environmental Laws” means all federal, state, regional, and local laws, statutes, ordinances, regulations, rules, codes and administrative orders or decrees, directives or judgments relating to environmental contamination or damage to or protection of the environment, including, but not limited to, the *Comprehensive Environmental Response, Compensation and Liability Act* (“CERCLA”) (42 U.S.C. §§ 9601-9675); the *Resource Conservation and Recovery Act of 1976* (“RCRA”) (42 U.S.C. §§ 6901, et seq.); the *Clean Water Act* (33 U.S.C. §§ 1251, et seq.); the *New Jersey Spill Compensation and Control Act* (the “*Spill Act*”) (N.J.S.A. 58:10-23.11, et seq.); ISRA; the *New Jersey Underground Storage of Hazardous Substances Act* (N.J.S.A. 58:10A-21, et seq.); the *New Jersey Water Pollution Control Act* (N.J.S.A. 58:10A-1 et seq.); the *New Jersey Environmental Rights Act* (N.J.S.A. 2A:35A-1, et seq.); and the rules and regulations promulgated thereunder.

“Event of Default” is defined in Section 5.01.

“Force Majeure Event” shall mean acts of God, fire, earthquake, explosion, the elements, war, riots, mob violence or civil disturbance, inability to procure or a general shortage of labor, equipment or facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, court orders, laws, rules, regulations or orders of governmental or public agencies, bodies and authorities, or any other similar cause not within the control of the Redeveloper or the Borough. Compliance with Applicable Laws shall not be considered or construed as events of Force Majeure. Economic factors and market conditions shall also not be considered or construed as events of Force Majeure.

“Governmental Approvals” shall mean all governmental approvals required for the construction of the Project, including, without limitation, to the extent such may be applicable: the final site plan with respect to the development of the Project submitted to, and approved by, the Planning Board or its successor, in accordance with the Municipal Land Use Law; County Planning Board approvals; construction plans and specifications for the obtaining of Building Permits for the proposed construction; sewerage capacity approvals, utilities-related permits and any and all other necessary permits, licenses, consents and approvals.

“Governmental Authority” means the federal government, the State, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any other governmental entity with authority or jurisdiction over any part of the permitting, Remediation, construction or operation of the Project or the Project Site, or pursuant to Environmental Laws including without limitation, the Planning Board and the NJDEP.

“Hazardous Substance” means any element, compound, material, mixture, substance, chemical or waste that is listed as hazardous or toxic, or a pollutant or contaminant, in any Environmental Law.

“Municipal Land Use Law” shall mean *N.J.S.A. 40:55D-1 et seq.*

“NJDEP” means the New Jersey Department of Environmental Protection.

“Notice” is defined in Section 6.07.

“Planning Board” shall mean the Planning Board of the Borough of Oceanport.

“Plans” shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or any portion thereof. “Plans” shall include, but shall not be limited to, the minimum requirements of Applicable Laws or the Redevelopment Plan depending on the context of its use in this Agreement.

“Remediat[e], [ed], [ing] or [ion]” means the investigation, study, planning, design, clean-up, removal, containment, disposal, dispersal, treatment (including, but not limited to, in-situ and ex-situ treatment), management, remediation (including, but not limited to, the use of Engineering Controls and Institutional Controls, stabilization, neutralization of Hazardous Substances required by Governmental Authority and/or pursuant to Environmental Laws which allows for the Project, including, but not limited to any operations, maintenance, and monitoring activities that may be required after completion of the foregoing.

“State” shall mean the State of New Jersey.

“Termination Notice” is defined in Section 5.02.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.01. Designation as Redeveloper. The Borough hereby designates and appoints the Redeveloper as redeveloper of the Project on the Property. For so long as this Agreement and the designation hereunder remain in effect, Redeveloper shall have the exclusive right to redevelop the Property in accordance with the Redevelopment Plan, the Governmental

Approvals, the Redevelopment Law and all other Applicable Laws, and the terms and conditions of this Agreement.

2.02. Representations and Warranties of the Borough. The Borough hereby makes the following representations and warranties:

(a) The Redevelopment Plan and the designation of the Rehabilitation Area have been duly adopted in compliance with all Applicable Laws and are currently in full force and effect.

(b) The Borough is a body corporate and politic, duly organized and existing under the laws of the State, that has the legal power, right and authority pursuant to the Redevelopment Law to enter into this Agreement and the instruments and documents referenced herein to which the Borough is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Agreement.

(c) All requisite action has been taken by the Borough and all requisite consents have been obtained in connection with entering into this Agreement. To the best knowledge of the Borough there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Borough entering into or performing its obligations under this Agreement.

(d) This Agreement has been duly executed by the Borough, and is valid and legally binding upon the Borough and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due Notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Borough is a party.

(e) The Borough represents that to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of the Redevelopment Plan or this Agreement or any action or act taken or to be taken by the Borough pursuant to the Redevelopment Plan or Agreement.

(f) The use(s) of the Property, as contemplated by this Agreement, are authorized by the Redevelopment Law, Applicable Laws and the Redevelopment Plan.

2.03. Representations and Warranties of Redeveloper. Redeveloper hereby makes the following representations and warranties:

(a) Redeveloper is the contract purchaser of the Property and has the legal capacity to enter into this Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the date of this Agreement.

(b) Redeveloper is duly organized and a validly existing legal entity under the laws of the State and all necessary resolutions have been duly adopted to authorize the execution and

delivery of this Agreement and to authorize and direct the persons executing this Agreement to do so for and on Redeveloper's behalf.

(c) To the best of Redeveloper's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by Redeveloper pursuant to this Agreement; or (ii) is likely to result in a material adverse change in Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

(d) Redeveloper's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party.

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01. Covenants and Restrictions. The Borough shall record the Declaration on the Property in the office of the County Clerk immediately upon the execution of this Agreement.

3.02. Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in the Declaration shall be covenants running with the land. All covenants in the Declaration, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Borough against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. Such agreements and covenants, however, shall be binding on the Redeveloper itself, each successor in interest to the Redeveloper and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successor or party shall be in possession or occupancy of the Property, the buildings and structures thereon, or any part thereof.

3.03. Enforcement by Borough. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the Borough and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in the Declaration both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Borough for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Borough has at any time been, remains, or is an owner of any land or interest therein, or in favor of which such agreements and covenants relate. The Borough alone shall have the sole right to enforce the terms and covenants of this Agreement.

ARTICLE 4 PROJECT DETAILS

4.01. General Scope of the Project. It is understood and agreed by and between the Parties that Redeveloper has the right to develop the Project on the Property consistent with the terms of all Applicable Laws, Government Approvals, and the Redevelopment Plan.

(a) The Project will consist of twelve single-family, two-story (30 foot tall), seashore-colonial style homes built with flood-resistant construction and featuring crawl spaces rather than basements. The homes will provide approximately 3,000 square feet of living space and have a footprint of between 1,900 and 2,300 square feet, depending upon the design and options selected. Each dwelling will have a two-car garage and a driveway consisting of an additional two spaces in front of the garage. Each lot will be larger than 12,000 square feet, have frontage of at least 120 feet, and conform to the R-3 zone. The site density is 2.2 units per acre with a FAR ratio of 0.15. The Project Area will be subdivided into twelve (12) lots in addition to the park space, roads, infrastructure, and other on- and off-site improvements.

(b) Site features will include a new road off Myrtle Avenue providing access to a heavily-landscaped streetscape in a double cul-de-sac configuration. The layout of the site will incorporate landscaped median islands, sidewalks, bike paths, perimeter landscape buffering, and a retention area with wooden pedestrian bridge providing access a new public park, which the Borough will accept by dedication once the project is completed. The new road which will serve as the primary access route to the development will be elevated between two and three feet to minimize effects of flooding from the surrounding waterways, and to capture storm water which will be retained on-site.

(c) The design intent of the Project is to create a positive use of the Project Area for the community that will blend in with the surrounding homes while providing pleasant view corridors into the Project Area which will incorporate attractive landscape buffers. An open area which was previously unused space in front of the old municipal building will be converted into a triangle-shaped park at the corner intersection of Myrtle Ave and Monmouth Blvd. The new park space, identified as the Oceanport Veterans Memorial Park in the Redevelopment Plan, will contain an elevated, open gazebo, benches, walkways, and will be landscaped with decorative flowering trees.

(e) Buyer agrees to construct and/or establish 3 affordable units of the size and type as approved by the Borough, and shall record a deed restriction (approved by the Borough) in favor of the Borough limiting the development of such property for affordable housing units. Redeveloper shall endeavor to build out the affordable units contemporaneous with the Redevelopment site construction with the desired time line being to have one unit constructed and completed for occupancy (Certificate of Occupancy issued) for each 4 houses that are ready for occupancy (certified occupancy issued), so that the affordable units are completely built out and available for occupancy when redeveloper secures the final certificate of occupancy on the 12 houses. To ensure that the affordable units are built, the redeveloper shall post a cash bond or equivalent in the amount of one million dollars (\$1,000,000.00) with the Borough that will be

forfeit to the Borough of Oceanport if said affordable units are not completed within 36 months of Commencement of Construction of the project.

4.02. Redeveloper's Obligations. The Redeveloper shall develop, construct, operate and maintain the Project as described below:

(a) Construction Agreement. The Redeveloper shall enter into such agreements as are necessary to provide for the construction of the Project provided that it shall receive the written approval of the Borough.

(b) Governmental Approvals. Prior to Commencement of Construction the Redeveloper shall obtain all final and non-appealable Governmental Approvals required to Commence Construction of the Project.

(c) Development Schedule. The Redeveloper shall:

(i) Use commercially reasonable efforts to Commence Construction of the Project within ninety (90) days after the issuance of a Building Permit for the Project; and

(ii) Use commercially reasonable efforts to Complete Construction of the Project on or before twenty four (24) months after the Commencement of Construction of the Project, except that the affordable housing construction must be completed within thirty six (36) months of Commencement of Construction.

If, subject to the provisions of this Agreement, the Redeveloper fails, or determines that it will fail, to meet any relevant date for the completion of a task set forth in the Project time line set forth above, for any reason, the Redeveloper shall promptly provide Notice to the Borough stating: (A) the reason for the failure or anticipated failure, (B) the Redeveloper's proposed method for correcting such failure, (C) the Redeveloper's proposal for revising the time line and (D) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the relevant dates set forth in the revised Project time line. Redeveloper's proposed revisions to the Project time line shall be subject to the Borough's approval, which shall not be unreasonably withheld, conditioned or delayed. However, the affordable housing component of the project shall be completed within the thirty six (36) month period beginning with the Commencement of Construction or the one million dollar (\$1,000,000.00) cash bond or equivalent shall be forfeit to the Borough of Oceanport.

4.03. Environmental Compliance in General. The Parties acknowledge that there may be present Hazardous Substances on, under or migrating to or from the Project Site that may require Remediation. The Redeveloper agrees and specifically assumes any and all responsibility, liability and costs for any such Remediation of the Project Site or anything affected off-site, as required by applicable Environmental Laws and Governmental Authorities. The Redeveloper, as owner of record and principal responsible party for the Project Site, will prepare and submit all applications and documentation necessary to comply with the requirements of all Environmental Laws, including but not limited to ISRA if such is applicable. The Redeveloper also agrees that it shall obtain all requisite approvals from the appropriate

Governmental Authority (or Licensed Site Remediation Professional) for the Remediation of the Project Site. The Parties acknowledge and agree that, subject to compliance with Environmental Laws, the Project Site shall be Remediated for residential use, including, but not limited to the use of Engineering Controls and Institutional Controls.

4.04. Redeveloper Indemnification of Borough. In conjunction with the Indemnification provisions of Article VI hereof, the Redeveloper covenants and agrees, at its expense, to pay and to indemnify, protect, defend and hold the Borough Indemnified Parties harmless from and against all liability, losses, damages (including, without limitation, Natural Resource Damages), demands, costs, claims, lawsuits, administrative proceedings, fines, penalties and expenses (including attorneys' fees and court costs) of every kind, character and nature arising from or associated with (i) the performance or any failure or delay of performance by the Redeveloper of its responsibilities and obligations to Remediate the Project Site or anything affected off-site, as required by applicable Environmental Laws and Governmental Authorities; and (ii) the presence of Hazardous Substances, whether known or unknown, on, under or migrating from the Project Site, but excluding damage, liability, costs and expenses to the extent that same result from the negligence or willful misconduct of the Borough or Borough Indemnified Parties.

4.05. Borough Cooperation and Environmental Reports. Should off-site disposal of either Hazardous Substances or non-Hazardous Substances be required as part of the Remediation of the Project Site or the construction of the Project, the Borough will not be required to sign any manifests relating to such disposal. The Borough will provide to the Redeveloper and its engineering consultants any and all copies of environmental reports that the Borough obtains or has possession of in connection with the Project Site. The Redeveloper will provide to the Borough and its engineering consultants copies of any and all environmental reports that Redeveloper submits to NJDEP.

4.06. Certificates of Occupancy and Certificates of Completion.

(a) Upon Completion of Construction, Redeveloper shall apply to Borough Construction Code Official for a Certificate of Occupancy. For purposes of this Section 4.06, Completion shall include the required affordable housing units in addition to the Project.

(b) Upon receipt of a Completion Notice from Redeveloper, the Borough shall have sixty (60) days to determine whether Completion of the Project has in fact occurred. The Redeveloper shall cooperate fully with the Borough and any inspector or other person assisting the Borough in making this determination. The Borough shall provide Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to Complete the Project in accordance with the provisions of this Agreement or is otherwise in default hereunder and what reasonable measures or acts will be necessary in the reasonable opinion of the Borough in order for Redeveloper to be entitled to the Certificate of Completion. Following the determination of the Completion of the Project, the Borough agrees to issue a Certificate of Completion. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project in this Agreement and the Redevelopment

Plan. The twenty four (24) month period described in Section 4.02(c)(ii) shall be tolled during the period of the Borough's consideration of the Completion Notice.

ARTICLE 5

EVENTS OF DEFAULT; TERMINATION

5.01. Events of Default. Any one or more of the following shall constitute an "**Event of Default**" hereunder, subject to Force Majeure Event extension and tolling as provided elsewhere in this Agreement:

(a) Failure of Redeveloper to observe or perform any covenant, condition, representation, warranty or agreement hereunder and any other failure, act or omission by Redeveloper designated elsewhere in this Agreement as a "Default" or a "default", and except as otherwise specified below the continuance of such Default for a period of thirty (30) days after Notice from the Borough specifying the nature of such Default and requesting that such Default be remedied; *provided, however*, if the Default is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days or such longer period as the Parties may agree to in writing if reasonably required to cure such default after such Notice unless this Agreement specifically provides otherwise.

(b) (i) Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of Redeveloper; (iii) Redeveloper, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; or (iv) Redeveloper shall have suspended the transaction of its usual business.

(c) Redeveloper (i) fails to perform its obligations with respect to implementation of the Project in accordance with this Agreement, including but not limited to failure to Commence Construction or Complete Construction or build the affordable units within 36 months of Commencement of Construction in accordance with this Agreement; or (ii) abandons the Project or suspends construction work for more than ninety (90) days without the prior knowledge and consent of the Borough or fails to complete construction of the affordable units within 36 months of Commencement of Construction of the project.

5.02. Remedies Upon Event of Default. Whenever any Event of Default of Redeveloper shall have occurred, the Borough may, on written Notice to Redeveloper (a "**Termination Notice**") terminate this Agreement and Redeveloper's Designation as Redeveloper hereunder, and take whatever other action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of Redeveloper under this Agreement. In an Event of Default as described in Section 5.01(c)(i) the Borough may charge Redeveloper a penalty of one hundred dollars (\$100.00) per day until the applicable task is met by Redeveloper and may take the one million dollar (\$1,000,000.00) cash bond or equivalent for the affordable housing units.

5.03. No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by the Borough in asserting any of its rights or remedies as to any default by Redeveloper, shall not operate as a waiver of such default, or of any such rights or remedies, or deprive the Borough of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

5.04. Remedies Cumulative. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

5.05. Termination Rights Related to Litigation. If third party litigation is commenced challenging the validity of (i) the designation of the Rehabilitation Area, (ii) the Redevelopment Plan, or (iii) execution of this Agreement by the Borough, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if Redeveloper invokes the Force Majeure Event provisions this Agreement; *provided, however,* that (A) if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate this Agreement by written Notice to the other, and (B) if such litigation is not finally determined (inclusive of the expiration of any applicable appeal period) but the Force Majeure Extension has been in effect for at least six (6) months from the date the complaint was filed, then either party may elect to terminate this Agreement.

ARTICLE 6 MISCELLANEOUS

6.01. No Consideration for Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Borough, any money or other consideration for or in connection with this Agreement.

6.02. Conflict of Interest. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

6.03. Non-Liability of Officials, Professionals and Employees of the Borough and Redeveloper. No member, official, professional or employee of the Borough shall be personally liable to Redeveloper, or any successor in interest, in the event of any default or breach by the Borough, or for any amount which may become due to Redeveloper or its successor, or on any obligation under the terms of this Agreement. Redeveloper, and its employees, officers, members or managers shall not be personally liable to Borough in the event of any default or breach by

Redeveloper, or for any amount which may become due to the Borough or its successor, or any obligation under the terms of this Agreement.

6.04. Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by Redeveloper and the Borough.

6.05. Exhibits. Any and all Exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.

6.06. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

6.07. Severability. The validity of any Articles and Section, clause or provision of this Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

6.08. Notices. Formal Notices, demands and communications ("Notice") between the Borough and Redeveloper shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such Notice is deemed effective upon delivery. Such written Notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by written Notice. Copies of all Notices, demands and communications shall be sent as follows:

To Redeveloper:	Martelli At Oceanport, LLC 716 Newman Springs Road, Suite 367 Lincroft, New Jersey 07738 Attn: Salvatore J. Martelli
To Borough:	Borough of Oceanport 315 E. Main Street Oceanport, New Jersey 07757 Attn: Jeanne Smith, Board Clerk/Purchasing Agent
With copies sent to:	McManimon, Scotland & Baumann, LLC Attn: Joseph P. Baumann, Esq. 75 Livingston Avenue, Second Floor Roseland, New Jersey 07068 The Arnette Law Firm, LLC Attn: Scott C. Arnette, Esq. 151 Bodman Place, Suite 200 Red Bank, NJ 07701

Cleary Giacobbe Alfieri Jacobs, LLC
Atten: Salvatore Alfieri, Esq.
955 NJ Hwy 34
Matawan, NJ 07747

From time to time either Party may designate a different person or address for all purposes of this Notice provision by giving the other Party no less than ten (10) days' Notice in advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon the earlier of receipt or rejection of delivery by the addressee, provided, that any Notice delivered by telecopy shall be deemed to have been received by such Party at the time of transmission, provided that a hard copy and transmission confirmation is simultaneously sent by a recognized overnight national carrier service for next business day delivery. Any Notice given by an attorney for a Party shall be effective for all purposes.

6.09. Further Assurances/Cooperation. The Parties shall reasonably cooperate with each other as reasonably necessary to effectuate the Project. From time to time at the request of either Redeveloper or the Borough, the other Party shall execute, acknowledge and deliver such other and further documents as the requesting Party may reasonably request to better effectuate the provisions of this Agreement.

6.10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto, and their heirs, executors, and administrators.

6.11. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

6.12. Counterparts. This Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

**THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURES
APPEAR ON THE FOLLOWING PAGE.**


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

Attest:



Name: Jeanne Smith
Title: Borough Clerk

BOROUGH OF OCEANPORT, NEW JERSEY

By: 


Name: John F. Coffey
Mayor

Attest: *Witness*



Name: Elizabeth T. Appello
Title:

MARTELLI AT OCEANPORT, LLC

By: 

Salvatore J. Martelli
Managing Member

EXHIBIT A
CONCEPT PLAN

EXHIBIT B

FORM OF DECLARATION

Record and Return to:
Joseph P. Baumann, Jr., Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068

DECLARATION OF COVENANTS AND RESTRICTIONS

This **DECLARATION OF COVENANTS AND RESTRICTIONS** (this "**Declaration**") is made as of this 10 day of August, 2018, by **MARTELLI AT OCEANPORT, LLC** a New Jersey limited liability company, having its offices at 716 Newman Springs Road, Suite 367, Lincroft, New Jersey 07738, together with permitted successors or assigns (the "**Declarant**").

WITNESSTH

WHEREAS, in accordance with the criteria set forth in the Local Redevelopment and Housing Law (the "**Redevelopment Law**"), the Borough of Oceanport (the "**Borough**") identified and designated certain property within the Borough, including, without limitation, the property identified on the official tax maps of the Borough as Block 65 Lot 1 (the "**Project Area**") as an area in need of rehabilitation (the "**Rehabilitation Area**"), and adopted a redevelopment plan for the Rehabilitation Area entitled the "Borough Hall Site Redevelopment Plan", as the same may be further amended and supplemented from time to time (the "**Redevelopment Plan**"); and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-4*, the Borough (the "**Borough**") has chosen to act as the "redevelopment entity" (as such term is defined at *N.J.S.A. 40A:12A-3*) for the Rehabilitation Area (including the Project Area) to exercise the powers contained in the Redevelopment Law to facilitate the redevelopment of the former Borough Hall; and

WHEREAS, on April 13, 2018, the Declarant, entered into a redevelopment agreement (the "**Redevelopment Agreement**") with the Borough for the development of the Rehabilitation Area by the improvement of the property to construct twelve (12) single family homes on sight and 3 affordable units constructed off sight (the "**Project**"); and

WHEREAS, *N.J.S.A. 40A:12A-9(a)* of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a redevelopment entity and a redeveloper shall contain a covenant running with the land requiring, among other things, that "...the owner shall construct only the uses established in the current redevelopment plan..."; and

WHEREAS, the Redevelopment Agreement provides certain remedies to the Borough for violations of the covenants and defaults under the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Covenants and Restrictions and said Declaration be recorded in the Monmouth County Clerk's Office.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. The Recitals are incorporated herein as if set forth at length.

Section 2. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

Section 3. Declarant covenants and agrees that, subject to the terms of the Redevelopment Agreement:

- (a) The Declarant shall carry out the Project in accordance with the provisions of the Redevelopment Agreement, the Redevelopment Plan, the Redevelopment Law, all other Applicable laws, and the Development Schedule.
- (b) The Declarant shall not use the Rehabilitation Area in a manner that is not consistent with the Redevelopment Plan and the Redevelopment Agreement. The Declarant will construct only the Project at the Rehabilitation Area.
- (c) The Declarant shall undertake (i) the construction and development of the Project with due diligence throughout the term of the Redevelopment Agreement, and (ii) to begin and complete the Project on or prior to the date set forth in the Development Schedule, subject only to relief from the occurrence of a Force Majeure Event. All activities performed under the Redevelopment Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by developers of first class developments of the nature of the Project.
- (d) The Declarant shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or sex in the use, occupancy, tenure or enjoyment of the Project (or any part thereof) nor shall the Declarant itself, or any person claiming under or through the Declarant, establish or permit any such practice or practices of discrimination or segregation.
- (e) Other than in the case of permitted transfers the Declarant shall not sell, lease or otherwise transfer the Rehabilitation Area, the Project, or any part thereof, without the written consent of the Borough.
- (f) Upon redevelopment of the Project Area and Completion of the Project, the conditions that were found and determined to exist at the time the Project Area was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirements of *N.J.S.A. 40A:12A-9* shall be deemed to have been satisfied with respect to the Project.

Section 4. The Property for the Project is being sold for the sole purpose of developing single family homes thereon. The residential lots that the Project Area shall be subdivided to create shall be used solely, and in perpetuity, as residential land for single family homes.

Section 5. It is intended and agreed that the covenants and restrictions set forth in Sections 3 and 4 shall be covenants running with the land. All covenants in Sections 3 and 4, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Declaration and the Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Borough and its successors and assigns, against Declarant, its successors and assigns, and any successor in interest to the Project Area, or any part thereof, and any party in possession or occupancy of the Project Area or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in Section 3 shall cease and terminate upon the issuance of a Certificate of Completion for such improvements, provided however, that the covenants in Section 3(d) and Section 4 shall remain in effect without limitation as to time.

IN WITNESS WHEREOF, the Party hereto has caused this Declaration of Covenants and Restrictions to be executed by its duly authorized officials or managers as of the date first written above.

Witness

Attest:

Elizabeth J. Appella
Elizabeth J. Appella

MARTELLI AT OCEANPORT, LLC

By: *Salvatore J. Martelli*

Name: Salvatore J. Martelli

Title: Managing Member

ACKNOWLEDGMENT

STATE OF NEW JERSEY:

: ss.:

COUNTY OF MONMOUTH:

BE IT REMEMBERED, that on this 10 day of August, 2018, before me, the subscriber, a Notary Public or Attorney at Law of New Jersey, personally appeared Salvatore J. Martelli who being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that he/she is the designated authorized signatory of **Martelli At Oceanport, LLC**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.


Notary or Attorney at Law

The State of New Jersey

Elizabeth J. Appello
An Attorney at Law
of the State of New Jersey

RESOLUTION

**OCEANPORT PLANNING BOARD
MARTELLI SIGNATURE HOMES
BOROUGH HALL SUBDIVISION
OCEANPORT, NJ
BLOCK 65, LOT 1
APPROVAL DATE: APRIL 9, 2019
MEMORIALIZATION DATE: MAY 14, 2019**

INTRODUCTION

WHEREAS, Agents of Martelli Signature Homes have submitted a Development Application to the Borough of Oceanport; and

WHEREAS, the said Application involved the property identified as Block 65, Lot 1, Oceanport, New Jersey, within the Borough's R-3 Zone; and

WHEREAS, the Application sought approval for the following:

- Preliminary and Final Major Subdivision approval;

PUBLIC HEARING

WHEREAS, the Board held a Public Hearing on or about April 9, 2019, Applicant's representatives having provided proper proof of service and publication, and notice in accordance with Prevailing Statutory and Ordinance Requirements; and

EVIDENCE / EXHIBITS

WHEREAS, at the said Hearing, the Board reviewed, considered, and analyzed the following:

- *Oceanport Planning Board Application Package, introduced into Evidence as A-1;*
- *Traffic Impact Report Waiver Request, introduced into Evidence as A2;*
- *Maser Consulting Review Memorandum, dated March 28, 2019, introduced into Evidence as A-3;*

- *Stormwater Management, prepared by InSite Engineering, LLC, last revised February 27, 2019, introduced into Evidence as A-4;*
- *Environmental Impact Statement, prepared by InSite Engineering, LLC, last revised February 27, 2019, introduced into Evidence as A-5;*
- *Preliminary and Final Major Subdivision Plans, prepared by InSite Engineering, LLC, last revised February 27, 2019, consisting of 14 sheets, introduced into Evidence as A-6;*
- *Illustrated Rendering, imposed on an aerial, prepared by InSite Engineering, LLC, dated April 9, 2019, introduced into Evidence as A-7;*
- *Illustrated Survey, prepared by KF2T, P.L.S., last revised March 4, 2019, introduced into Evidence as A-8;*
- *Proposed Marketing Brochure, prepared by Michael Monroe, Architect, dated February 2, 2016, introduced into Evidence as A-9;*
- *Affidavit of Service;*
- *Affidavit of Publication; and*

APPEARANCED OF RECORD

WHEREAS, during the Public Hearing Process, formal appearances were entered by the following:

- Sal Alfieri, Esq., Attorney for the Applicant;
- Kevin Bransley, Esq., Attorney for neighboring property owner Barbara Reagor;

WITNESSES

WHEREAS, sworn testimony in support of the Application was presented by the following:

- Patrick Ward, Professional Engineer / Professional Planner;
- Michael Monroe, Architect;

WHEREAS, William H.R. White, III, PE, PP, CMA, the Board Engineer, was also sworn with regard to any testimony and information he may provide in connection with the subject Application;

TESTIMONY AND OTHER EVIDENCE SUBMITTED ON BEHALF OF THE APPLICANT

WHEREAS, testimony and other evidence presented on behalf of the Applicant revealed the following:

- The Applicant herein is Martelli Signature Homes, Contract Purchaser of the subject property.
- The subject property is currently owned by the Borough of Oceanport.
- Agents of the Borough of Oceanport consented to the filing of the within Application.
- The subject property, i.e. the Mother Lot, contains 5.82 acres.
- The subject property is located at the intersection of Monmouth Boulevard and Myrtle Avenue.
- The subject property previously hosted the former Oceanport Borough Hall and Oceanport DPW Yard.
- The former Borough Hall Building, which was heavily damaged during and / or otherwise as a result of Hurricane / Super-Storm Sandy, was previously demolished.
- The Applicant's representatives propose to subdivide the existing Mother Lot into 12 new Lots.
- Each new Lot will host a single-family home.
- Details pertaining to the proposed subdivision include the following:

Proposed Lot 1.01

Lot Area: 13,582.10 SF

Proposed Lot 1.02

Lot Area: 21,709.27 SF

Proposed Lot 1.03

Lot Area: 12,780.10 SF

Proposed Lot 1.04

Lot Area: 14,556.36 SF

Proposed Lot 1.05

Lot Area: 20,582.01 SF

Proposed Lot 1.06

Lot Area: 13,334.07 SF

Proposed Lot 1.07

Lot Area: 25,428.30 SF

Proposed Lot 1.08

Lot Area: 16,362.09 SF

Proposed Lot 1.09

Lot Area: 19,535.50 SF

Proposed Lot 1.10

Lot Area: 18,102.09 SF

Proposed Lot 1.11

Lot Area: 15,113.01 SF

Proposed Lot 1.12

Lot Area: 14,840.67 SF

- In the R-3 Zone, the minimum required Lot size is 12,000 SF and, as such, each of the 12 proposed Lots will have a conforming Lot Area.
- The Applicant's proposal involves 10 single-family homes located around the perimeter of the Mother Lot, with 2 proposed homes located in the interior portion of the Mother Lot. (A new road will be constructed throughout the proposed complex as well.)
- No specific homes have yet been proposed – rather, the Applicant's representatives have only identified a zoning-compliant building envelope.
- Though no specific homes have yet to be proposed, it is anticipated that the proposed homes will be 2-story homes, containing between 3,500 SF and 4,000 SF each, with a 2-car garage, and a crawl space.
- There are no Bulk Variances proposed in connection with the proposed subdivision.
- The initially submitted plans reference that the existing 50' Right-of-Way / Easement (located along the eastern border) is "to be vacated." However, during the Public Hearing Process, the Applicant's representatives indicated that, per the discussions with the neighboring property owner, the "to be vacated" entry on the plans will be deleted.
- There are no sidewalks proposed in connection with the Subdivision.
- Belgian block curbing will be proposed throughout the complex.
- There will be no Homeowner's Association formed in connection with the proposed subdivision.
- The Applicant's representatives anticipate perfecting the subdivision in the near future.

VARIANCES

WHEREAS, as indicated, there are no Variances proposed in connection with the proposed subdivision.

PUBLIC COMMENTS

WHEREAS, sworn public comments, concerns, questions, and/or statements were made by the following:

- Robert Holden
- Kevin Bransley, Esq.
-

FINDINGS OF FACT

NOW, THEREFORE, BE IT RESOLVED, by the members of the Oceanport Planning Board, after having considered the aforementioned Application, plans, evidence, testimony, and public comments that the Application is hereby **granted with conditions**.

In support of its decision, the Oceanport Planning Board makes the following Findings of Fact and Conclusions of Law:

1. The Oceanport Planning Board has proper jurisdiction to hear the within matter.
2. The subject property is formally identified as Block 65, Lot 1, Oceanport, New Jersey, within the Borough's R-3 Zone.
3. The existing Mother Lot contains 5.82 acres.
4. The existing Mother Lot formerly hosted the Borough Hall Complex, which were heavily damaged during Hurricane / Super-Storm Sandy, and ultimately demolished DPW yard.
5. The Applicant's representatives propose to subdivide the Mother Lot into 12 Lots.
6. The details pertaining to the proposed Lots are set forth elsewhere herein, were set forth on the submitted plans, and were also discussed, at length, during the Public Hearing.
7. Such a proposal requires Preliminary and Final Major Subdivision approval.
8. The Oceanport Planning Board is statutorily authorized to grant the requested relief and therefore, the matter is properly before the said entity.
9. With regard to the Application, and the requested relief, the Board notes the following:

- There are no Variances associated with the within proposal.
- Each of the new Lots created hereunder will host a zoning-compliant single-family home.
- Single-family homes are permitted uses in the R-3 Zone.
- The single-family homes to ultimately be constructed on the Lots will comply with all Prevailing Bulk Requirements. That is, as indicated, there are no Variances required in connection with the subject Application.
- The newly created Lot sizes will comply with all Prevailing Lot Area Requirements.
- Subject to the conditions contained herein, and subject to any necessary Submission Waivers, the Application as presented and modified satisfies the Preliminary and Final Major Subdivision Requirements of the Borough of Oceanport.
- The Board finds that the within proposal represents a compliant, sound, responsible, and aesthetically pleasing proposal.
- Per the testimony and evidence presented, from a traffic standpoint, the former Municipal Hall Complex generated 50 a.m. peak trips and 100 p.m. peak trips. However, the 12 Lot subdivision approved herein will generate 20 a.m. peak trips and 20 p.m. peak trips. Thus, per the testimony and evidence presented, the Board finds that the complying subdivision approved herein will generate less vehicular trips than previously existed.
- Each home proposed / approved herein will contain a sufficient amount of parking spaces, so as to satisfy Prevailing RSIS / Borough Requirements. As such, no Parking Variance is required.
- The existence of sufficient parking is of the utmost importance to the Board – and but for the same, the within Application may not have been approved.
- The Application as presented required a Waiver from having to install sidewalks throughout the complex. There was a good-faith discussion regarding the request, the need for the same, and the justification for the same. Based upon the testimony and evidence presented, and based upon the absence of sidewalks in surrounding developments, the Board found that the installation of sidewalks could be waived without compromising the public interest.
- Per the testimony and evidence presented, approval of the within Application will allow existing drainage patterns to be maintained.

Additionally, the testimony indicated that the Applicant's representatives are proposing to install a swale at the site, which should ever help improve the overall drainage situation at the site.

- One purpose of the New Jersey Municipal Land Use Law encourages the approval of Applications which promote a desirable and visual environment. Subject to the conditions contained herein, the Board finds that approval of the within Application will, in fact, advance such a purpose.

Based upon the above, and subject to the conditions contained herein, the Board finds that the variance-free subdivision application can be granted without causing substantial detriment to the public good. Additionally, the Board finds that, subject to the requested Waivers, the Application satisfies the Prevailing Preliminary and Final Major Subdivision Requirements as established by the Borough of Oceanport.

CONDITIONS

During the course of the Hearing, the Board has requested, and the Applicant's representatives have agreed, to comply with the following conditions: (Note: Unless otherwise indicated, all Plan Revisions shall be subject to the review and approval of the Board Engineer.)

- a. The Applicant's representatives shall comply with all promises, commitments, and representations made at or during the public hearing process.
- b. The Applicant's representatives shall comply with the terms and conditions of the Review Memorandum from Maser Consulting, dated March 28, 2019 (A-3), except Point #24.
- c. The Applicant's representatives shall secure any necessary approvals from the local Sewer Authority.
- d. The Applicant's representatives shall comply with all Prevailing Affordable Housing Regulations/ Contributions / Directives as established / required by the Borough of Oceanport, the State of New Jersey, C.O.A.H., the Court System, and any other Agency having jurisdiction over the matter. Additionally, the Applicant shall also satisfy any Affordable Housing Obligations as set forth in the Contract of Sale (and any other negotiated agreement) between the Applicant's Representatives (or Agents thereof) and the Borough of Oceanport.
- e. The Applicant's representatives shall comply with all terms and conditions of the Contract of Sale (and any other negotiated agreement) between the Borough of Oceanport and the Applicant (and / or Agents thereof).

- f. If requested to do so by the Borough of Oceanport, the Applicant's representatives shall execute a Developer's Agreement with the Borough of Oceanport – and the said Agreement shall be reviewed and approved by the Borough Attorney, the Borough Engineer, and the Borough Council of the Borough of Oceanport.
- g. Any construction at the site shall be effectuated in accordance with Prevailing FEMA / Flood Regulations.
- h. The Applicant's representatives shall cause the Plans to be revised/clarified so as to confirm the absence of any Variances.
- i. The initially submitted Plans indicated that the existing 50' Right-of-Way Easement along the eastern property line was "to be vacated." Per the on-the-record discussion at the Public Hearing, and per the Agreement of the Applicant's Attorney and the Attorney for neighbor owner (Barbara Reagor), the Plans shall be revised so as to eliminate the "to be vacated" designation.
- j. Any new roads at the site shall be designed, installed, and maintained in accordance with Prevailing RSIS / Municipal Specifications – as confirmed by the Borough of Oceanport.
- k. The name of the new road shall be approved by the Borough of Oceanport, or its designee.
- l. The Applicant's representatives shall obtain any and all necessary NJDEP Permits / Approvals – including, but not limited to, the Transition Area Waiver Permit and a Flood Hazard Permit.
- m. Any new trees / shrubs planted in the subdivision shall be perpetually maintained and replanted / replaced, as necessary.
- n. The Applicant's representatives shall modify the Plans so as to include additional street trees along Myrtle Avenue and Monmouth Boulevard (the details of which shall be approved by the Board Engineer).
- o. In the event the 50 ft. Right-of-Way Easement remains, the Plans shall be modified to reflect the elimination of any plantings / shrubbery in the referenced Easement area. The Plans shall be further modified to confirm that the proposed swale will not adversely affect the referenced Easement. Finally, per the on-the-record discussion at the Public Hearing, the Applicant's representatives will communicate with the Board Engineer, and others, so as to determine if the proposed swale can be, or should be, located outside of the referenced Easement area.
- p. To avoid any future issues / problems, the Applicant's representatives shall officially disclose (to prospective purchasers) information regarding the existence of, and any potential restrictions associated with, the aforesaid 50' Right-of-Way Easement along the eastern property line.

- q. Garbage collection for the 12 Lots approved herein shall be effectuated in accordance with Prevailing Municipal Requirements.
- r. The Applicant's representatives shall modify the Plans so as to include additional plantings of evergreens on and around proposed Lots 1.11 and 1.12 (the details of which shall be approved by the Board Engineer).
- s. The Applicant's representatives shall modify the Plans so as to include a note confirming that any shade trees / street trees proposed / approved herein shall not be the responsibility of the Borough of Oceanport. Rather, the Plans shall indicate that the responsibility for any approved landscaping / trees shall lie with the Applicant and/or future homeowners.
- t. The Applicant's representatives shall cause the Plans to be revised and modified so as to include a note confirming that any Site Triangle Easements shall be reviewed and approved by the Board Engineer and Board Attorney.
- u. The Applicant's representatives shall comply with the terms and conditions of any Review Memorandum issued by the Municipal Fire Department, Fire Marshall, and / or Agents related thereof. Likewise, the Applicant's representatives shall obtain any such necessary approvals from the Fire Department, Fire Marshall, and related officials (including acceptable information relative to the installation of fire hydrants, new water mains, etc.).
- v. The utilities at the site shall be installed in accordance with Prevailing Borough protocol / procedure.
- w. The Applicant shall comply with any Prevailing Tree Preservation Ordinances/Regulations in effect.
- x. The Applicant shall comply with any Prevailing On-Site Construction Regulations of the Borough of Oceanport.
- y. The Applicant shall comply with all Prevailing Construction Code / Building Code Regulations.
- z. In the event the subdivision is to be perfected via Deed, the Subdivision Deed (including the metes and bounds descriptions) shall be reviewed and approved by the Board Attorney and Board Engineer.
- aa. The Applicant, or any successor Applicant / Owner, shall comply with all Prevailing Rules and Regulations of the Municipal / Regional Utilities Authority. Additionally, the Applicant shall pay / satisfy any applicable sewer / utility connection fees (and any other charges / fees due and owing.)
- bb. The subdivision shall be perfected in accordance with Requirements of New Jersey Law (and within the timeframe set forth in New Jersey Law.)
- cc. The Applicant shall review the proposed Block / Lot designations with the Municipal Tax Assessor so as to confirm the acceptability of the same.

- dd. The Applicant shall satisfy Affordable Housing requirements in a manner specifically approved by the Borough Council of the Borough of Oceanport. To the extent any such Affordable Housing obligations are to be satisfied off-site, and Land Use Board approval is required for the same, in the event such Land Use Board approval is not obtained, or in the event any approval is reversed/modified on appeal, then, in that event, the appropriate Affordable Housing obligations (associated with the within subdivision) shall be satisfied in a fashion acceptable to the Borough of Oceanport.
- ee. The Applicant shall comply with all terms and conditions of the review memoranda, if any, issued by the Board Engineer, Construction Office, the Department of Public Works, the Office of the Fire Prevention and Investigation, and/or other agents of the Borough.
- ff. The Applicant shall obtain any and all approvals (or Letters of No Interest) from applicable internal / outside agencies - including, but not limited to, the United States of America, the Department of Environmental Protection), the Monmouth County Planning Board, the Freehold Soil Conservation District, the local utility offices, the Department of Public Works, the local Fire Department, and any other Agency having jurisdiction over the matter. The Applicant shall also satisfy any conditions associated with such outside agency review.
- gg. The Applicant shall, in conjunction with appropriate Borough Ordinances, pay all appropriate/required fees, taxes, and inspection fees.
- hh. If required by the Board Engineer, the Applicant shall submit appropriate performance guarantees in favor of the Borough of Oceanport.
- ii. The Applicant's representatives shall revise the Plans so as to confirm the existence of a passive park on the corner of the Lot intersection of Monmouth Boulevard and Myrtle Avenue. The said passive park shall be installed in accordance with the request for proposals issued by the Borough of Oceanport, and the proposal, submitted by the Applicant's representatives. The details of the said passive park shall be reviewed and approved by the Borough Council of the Borough of Oceanport, so as to confirm that the passive park details are consistent with the public bid documents. Any necessary Easements shall be granted by the Applicant's representatives, and shall be subject to the review and approval of the Borough of Oceanport, the Borough Attorney, and the Borough Engineer.

BE IT FURTHER RESOLVED, that all representations made under oath by the Applicant and/or its agents shall be deemed conditions of the approval granted herein, and any mis-representations or actions by the Applicant's Representatives contrary to the representations made before the Board shall be deemed a violation of the within approval.

BE IT FURTHER RESOLVED, that the Application is granted only in conjunction with the conditions noted above - and but for the existence of the same, the within Application would not be approved.

BE IT FURTHER RESOLVED, that the granting of the within Application is expressly made subject to and dependent upon the Applicant's compliance with all other appropriate Rules, Regulations, and/or Ordinances of the Borough of Oceanport, County of Monmouth, and State of New Jersey.

BE IT FURTHER RESOLVED, that the action of the Board in approving the within Application shall not relieve the Applicant of responsibility for any damage caused by the subject project, nor does the Planning Board of the Borough of Oceanport, the Borough of Oceanport, or their agents/representatives accept any responsibility for the structural design of the proposed improvements, or for any damage which may be caused by the development/subdivision.

This resolution memorializes an action taken at the regular meeting of the Oceanport Planning

Board held on April 9, 2019 on roll call that evening by the following vote:

Offered by: Mr. Whitson


Seconded by: Mr. Kleiberg

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	(✓)	()	()	()	()
Whitson	(✓)	()	()	()	()
Davis	()	()	()	(✓)	()
Proto	()	()	()	(✓)	()
Foster	(✓)	()	()	()	()
Kleiberg	(✓)	()	()	()	()
Halpern	()	()	()	(✓)	()
Kahle	(✓)	()	()	()	()
Savarese	()	()	()	(✓)	()
Tvrdek (Alt. 1)	(✓)	()	()	()	()
Motzenbecker (Alt. 2)	(✓)	()	()	()	()

This resolution was offered by Mr. Whitson, seconded by Mr. Foster, and adopted on roll call by the following vote:

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	(✓)	()	()	()	()
Whitson	(✓)	()	()	()	()
Davis	()	()	()	()	(✓)
Proto	()	()	()	(✓)	()
Foster	(✓)	()	()	()	()
Kleiberg	(✓)	()	()	()	()
Halpern	()	()	()	(✓)	()
Kahle	(✓)	()	()	()	()
Savarese	()	()	()	(✓)	()
Tvrdek (Alt. 1)	(✓)	()	()	()	()
Motzenbecker (Alt. 2)	()	()	()	(✓)	()

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Oceanport Planning Board on this 14th day of May, 2019.


Jeanne Smith, Board Secretary

RESOLUTION

**OCEANPORT PLANNING BOARD
MARTELLI SIGNATURE HOMES
282 EAST MAIN STREET
OCEANPORT, NJ
BLOCK 121, LOT 4
APPLICATION NO. PB2019-02
APPROVAL DATE: APRIL 9, 2019
MEMORIALIZATION DATE: MAY 14, 2019**

INTRODUCTION

WHEREAS, Agents of Martelli Signature Homes submitted a Development Application to the Borough of Oceanport; and

WHEREAS, the said Application involved the property located at 282 East Main Street (Block 121, Lot 4), Oceanport, New Jersey, within the Borough's Village Center Zone, for the following approval: Preliminary and Final Major Site Plan approval, Use / "d" Variance approval, Bulk Variance approval, and Design Waiver approval to effectuate the following:

- Demolition of the existing structures on the site; and
- Construction of a mixed-use development;

PUBLIC HEARING

WHEREAS, the Board held a Public Hearing on or about April 9, 2019, Applicant's representatives having filed proper proof of service and publication in accordance with prevailing Statutory and Ordinance requirements; and

EVIDENCE / EXHIBITS

WHEREAS, at the said Hearing, the Board reviewed, considered, and analyzed the following:

- *Oceanport Planning Board Application Package, introduced into Evidence as A-1;*

- *Traffic Impact Report Waiver Request, introduced into Evidence as A-2;*
- *Maser Consulting Review Memorandum, dated March 26, 2019, introduced into Evidence as A-3;*
- *Site Plan, prepared by Insite Engineering, LLC, last revised February 27, 2019, consisting of 11 sheets, introduced into Evidence as A-4;*
- *Plans, prepared by Michael James Monroe, Architect, last revised February 25, 2019, consisting of 2 sheets, introduced into Evidence as A-5;*
- *Stormwater Management Report, prepared by Insite Engineering, LLC, dated February 27, 2019, introduced into Evidence as A-6;*
- *Environmental Impact Statement, prepared by Insite Engineering, LLC, dated February 27, 2019, introduced into Evidence as A-7;*
- *Letter Report – Limited Phase II Investigation, prepared by RTP Environmental Associates, Inc., dated January 10, 2019, introduced into Evidence as A-8;*
- *Review Memorandum from the Borough Planner, Clarke Caton Hintz, dated March 27, 2019, introduced into Evidence as A-9;*
- *Illustrated Rendering of Sheet 1 of the Plans which were previously marked as A-5, introduced into Evidence as A-10;*
- *Illustrated Site Rendering, drawn over an aerial photograph, prepared by Insite Engineering, LLC, dated April 9, 2019, introduced into Evidence as A-11;*
- *Affidavit of Service; and*
- *Affidavit of Publication; and*

WITNESSES

WHEREAS, sworn testimony in support of the Application was presented by the following:

- Patrick Ward, Professional Engineer/Professional Planner;
- Michael James Monroe, Architect;
- Salvatore Alfieri, Esq., Appearing;

WHEREAS, William H.R. White, III, PE, PP, CMA, the Board Engineer, was also sworn with regard to any testimony and information he would provide in connection with the subject Application; and

TESTIMONY AND OTHER EVIDENCE SUBMITTED ON BEHALF OF THE APPLICANT

WHEREAS, testimony and other evidence presented on behalf of the Applicant revealed the following:

- The Applicant herein is Martelli Signature Homes.
- The Applicant is the Contract Purchaser of the subject property.
- The subject development site currently hosts a 2 story single family home, a detached garage, and a shed.
- The existing structures suffer from deferred maintenance.
- Given the extent of the existing deficiencies, demolition (of the existing structures) is more appropriate than just mere renovation.
- The Applicant's representatives propose to effectuate the following:
 - Demolition of the existing structures on the site; and
 - Construction of a mixed-use development;
- The details pertaining to the proposed mixed-use development include the following:

FIRST FLOOR

1400 sq. ft of commercial space (bakery)
1 one bedroom apartment
1 three bedroom apartment

SECOND FLOOR

3 two bedroom apartments

THIRD FLOOR

3 two bedroom apartments

- The residential units, as aforesaid, will be rented.
- Other site-related improvements include parking lot improvements, landscaping improvements, lighting improvements, and the installation of other amenities.
- 4 of the 8 proposed residential apartment units will be deed restricted for affordable housing purposes.
- 1 affordable unit is directly related to the within proposal.
- 3 affordable units are required per the Applicant's recent approval to subdivide the former Borough Hall site, Oceanport, New Jersey (Block 65, Lot 1).
- The Applicant's proposed affordable housing units will be appropriately deed restricted, etc., in accordance with prevailing affordable housing regulations.
- The proposed commercial bakery use will have an ADA-compliant bathroom (for patrons and employees).
- Cooking will be performed on site (in connection with the proposed bakery use.)
- Currently the site is aesthetically challenged – and there are a number of vehicles / trailers /vans/ equipment randomly strewn throughout the site.
- The existing automobiles, trailers, bicycles, and vans on site will be immediately removed.
- There will be a 12 ft. X 15 ft. masonry enclosure (located on the rear of the property) for the garbage needs of the future would-be residents.
- The residential tenants will take their own garbage out to the aforesaid trash enclosure.
- Thereafter, a private hauler will collect the garbage as necessary.
- The private garbage collection will occur in early morning hours – so as to minimize inconvenience to residents and the surrounding uses.
- The orderly and efficient garbage arrangements will be appropriately enforced / monitored by the Applicant's representatives.

- It is anticipated that the construction will take place in the near future.
- The Applicant's representatives will be utilizing licensed contractors in connection with the demolition / construction process.

VARIANCES

WHEREAS, the Application as presented and modified requires approval for the following Variances:

USE / "D" VARIANCE: The proposed first floor residential use is not a permitted use in the Village Center Zone and thus, Use / "d" Variance is necessary

USE / "D" VARIANCE: The prevailing zoning regulations only allow studio and 1 bedroom units to be located on a third floor; whereas, in the within situation, the Applicant's representatives are proposing 3 two bedroom apartments on the third floor. Thus, a Use / "d" Variance is required.

USE / "D" VARIANCE FOR THE THIRD FLOOR APARTMENT FOOTPRINT SIZE: Per the prevailing zoning regulations, a third floor footprint is not permitted to exceed 25% of the overall building footprint. In the within situation, the proposed third floor is 100% of the building footprint. Thus, Use / "d" Variance Relief is required.

USE / "D" HEIGHT VARIANCE: The Borough's prevailing zoning regulations allow a maximum height of 30 ft.; whereas, in the within situation, a 38 ft. is proposed herein.

NUMBER OF STORIES: The prevailing zoning regulations allow an Applicant to have a maximum 2 ½ stories; whereas, in the within situation, the Applicant's representatives are proposing a 3 story structure.

MINIMUM HABITABLE FLOOR AREA FOR A 2 BEDROOM APARTMENT: The prevailing zoning regulations require that a 2 bedroom apartment contain a minimum of 900 sq. ft.; whereas, in the within situation, the smallest 2 bedroom unit contains only 800 sq. ft.

OFF-STREET PARKING SPACES: 30 spaces required; whereas, in the within situation, there are only between 21-23 spaces proposed.

PARKING LOT FRONT YARD SETBACK: The prevailing zoning regulations require a 15 ft. front yard setback for parking lots with more than 4 cars. In the within situation, the Applicant's representatives are only proposing a 10 ft. setback from the East Main Street right-of-way and thus, variance relief is required.

PARKING LOT SETBACK: Per the prevailing zoning regulations, a 10 ft. side yard setback for parking lots is required for parking lots with more than 4 vehicles. In the within situation, the Applicant's representatives are proposing only a 5.15 ft. set back from the western side property line.

REAR YARD SETBACK: 25 ft. required; whereas 16 or 7 ft proposed, depending on Plan revisions.

DESIGN WAIVERS

WHEREAS, the Application as presented and modified requires approval for the4 following design waiver:

Parking Stall Size: 9' X 20' required; whereas 9' X 18' proposed

PUBLIC COMMENTS

WHEREAS, sworn public comments, concerns, questions, and/or statements were made by the following:

- Kieran Slattery

FINDINGS OF FACT

NOW, THEREFORE, BE IT RESOLVED, by the members of the Oceanport Planning Board, after having considered the aforementioned Application, plans, evidence, and testimony, that the Application is hereby **granted/approved with conditions**.

In support of its decision, the Oceanport Planning Board makes the following Findings of Fact and Conclusions of Law:

1. The Oceanport Planning Board has jurisdiction to hear the within matter.
2. The subject property is located at 282 East Main Street, Oceanport, New Jersey, within the Borough's Village Center Zone.

3. The subject property is a 18,978.35 sq. ft. parcel, located on the West side of East Main Street, opposite, and approximately 50 feet north of, Lake Drive.

4. The subject property currently contains a two story single family home, a detached garage, and a shed.

5. The Applicant's representatives propose the following:

- Demolition of the existing structures on the site;
and
- Construction of a mixed-use development;

6. Details pertaining to the proposal are set forth elsewhere herein, were set forth in the Plans, and were also discussed, at length, during the public hearing period.

7. Such a proposal requires Preliminary and Final Site Plan approval, Use / "d" Variance approval, Bulk Variance approval, and Design Waiver approval.

8. The Oceanport Planning Board is statutorily authorized to grant the requested relief and therefore, the matter is properly before the said entity.

9. With regard to the Application, and the requested relief, the Board notes the following:

- Although there are several Use / "d" Variances necessary in connection with the Application, the Board notes that the proposed commercial use, and the proposed residential apartment use are permitted uses in the subject zone. The specifically requested Use / "d" Variances deal with the location of some of the residential uses, the size of the third floor units, the building height, and some other bulk conditions.
- In conjunction with the above point, the Board notes that there is no non-conforming use being injected into the within site.
- The Applicant's representatives provided testimony regarding the outdated, worn, and aesthetically-challenged appearance of the existing site. Additionally, the testimony indicated that there are a number of vehicles, buses, trailers, and related debris randomly strewn throughout the site.

- Per the testimony and evidence presented, the nature / extent of the existing structures renders demolition more appropriate than just mere renovation.
- Approval of the within Application will result in the demolition of the existing / compromised structures – and the construction of a brand new beautiful building.
- Per the testimony and evidence presented, approval of the within Application will be accompanied by the removal of the vehicles, buses, trailers, and other debris from the site.
- Approval of the within Application, and the removal of the aforesaid equipment / vehicles / machinery from the site, will significantly enhance the overall aesthetic appeal of the property.
- The aesthetic improvements, as aforesaid, will be extremely beneficial for the site, the neighborhood, and the community as a whole.
- One purpose of the New Jersey Municipal Land Use Law recognizes the importance of approving Applications which create a desirable visual environment, through creative development techniques. For the reasons set forth herein at length, the Board finds that approval of the within Application will result in the creation of a more desirable visual environment.
- Approval of the within Application will result in the creation of 4 dedicated on-site affordable housing units. (1 affordable housing unit will be the result of the within mixed-use development; while the 3 other affordable housing units are associated with the subdivision of the Block 65, Lot 1, Oceanport, New Jersey site (i.e. the subdivision of the former Borough Hall.)
- Approval of the within Application will help advance / satisfy the Borough's prevailing affordable housing requirements.
- There are many practical, functional, and societal benefits associated with helping the Borough satisfy its prevailing affordable housing requirements.
- There are many societal benefits associated with helping the Borough of Oceanport satisfy prevailing affordable housing requirements.
- Approval of the within Application, and the associated creation of affordable housing units on site, will help create more affordable housing options for those who might not otherwise be exposed to the same.

- The ability of the municipality to offer increased and varied housing opportunities for all income levels represents a sound, legitimate, and legally recognized development goal.
- New Jersey case law recognizes that approving Applications which promote / advance/ create realistic affordable housing opportunities satisfies a purpose of the New Jersey Municipal Land Use Law. As such, the Board, by extension, finds that approval of the within Application will help advance such an important public purpose.
- The 4 affordable housing units created hereunder will significantly improve affordable housing options for existing residents and would-be Oceanport residents.
- One of the Use / “d” Variances required in connection with the within Application stems from the fact that the proposed third floor will contain a 2 bedroom apartment (wherein the zoning regulations only allow a studio and 1 bedroom apartments to be located on a third floor.) Additionally, a second Use / “d” Variance associated with the within Application involves the location of the residential unit on the first floor. The Board notes/observes/finds that the aforesaid relief will actually allow the Application’s representatives to more comfortably accommodate the 4 affordable housing units.
- As referenced, 8 residential apartments are approved herein – including 4 market rate rental apartments and 4 affordable rental apartments. The Board finds that, under the prevailing circumstances, the said mix of market and non-market residential apartments is appropriate.
- Subject to the conditions contained herein, the Board finds that the subject site can comfortably and safely accommodate the 8 residential apartments (and proposed commercial bakery use) approved herein.
- While the benefits of providing affordable housing units on the site is abundantly clear, the Board is nonetheless aware that the use variance, bulk variance, and site plan standards (associated with the overall development) still need to be appropriately satisfied. That is, notwithstanding the benefits associated with on-site affordable housing, it is necessary that the Applicant’s representatives prove that the proposal still satisfies standard/typical parking concerns, layout concerns, site circulation concerns, use concerns, garbage concerns, and compatibility concerns. For the reasons set forth herein, and otherwise identified during the public hearing process, the Board finds that, subject to the stated conditions, the within Application does, in fact, satisfy all prevailing zoning standards concerns.
- The applicant’s mixed-use proposal requires 30 off-street parking spaces, calculated as follows:

Commercial Use	
5 spaces for every 1000 sq. ft.	7 spaces
(1,400 SF/1,000 X 5)	

8 residential apartments (RSIS)	<u>23 spaces</u>
	=30 spaces

- The Applicant's representatives are proposing between 21-23 off-street parking spaces.
- Thus, the within Application requires a parking variance for between 7 and 9 spaces (i.e. 30 minus 21/23 = 7-9 spaces).
- The Board Members reviewed the parking testimony, in detail, so as to confirm the Applicant is proposing a safe, functional, and appropriate parking component for the site.
- For the reasons forth herein, and for the reasons set forth during the public hearing process, the Board finds that the Applicant's proposed parking count, and proposed parking plan, is appropriate and acceptable.
- The Applicant's proposed bakery use, and proposed residential apartment use will not simultaneously compete for the on-site parking spaces. That is, the two different mixed uses will have different peak parking times – which will furthermore help ensure a more harmonious operation of the two mixed-uses.
- Parking is always an important concern regarding any development application within the Borough of Oceanport, and the within Application is no different.
- The existence of sufficient parking (i.e. potential 21-23 parking spaces for the Applicant's proposal) is of material importance to the Board – but for the same, the within Application may not have been approved.
- The Applicant herein has proposed a shared parking arrangement so as to maximize the parking efficiency at the site. The Planning Board has reviewed the Applicant's shared parking analysis and has studied the testimony / evidence presented, or otherwise advanced, by the Applicant's professionals. In that regard, and subject to the conditions set forth herein, the Planning Board is of the opinion that the proposed shared parking arrangement is a realistic and functional plan for the site.
- The shared parking analysis, as proposed / approved herein, is appropriate so as to account for the differing peak parking needs associated with the various uses proposed in the mixed-use development. Specifically, shared parking, as proposed / approved herein, reduces the total number of overall parking spaces needed at

a site, by providing appropriate credit for the vacant / unused spaces associated with various uses within the mixed-use development.

- The shared parking proposal / concept submitted by the Applicant herein allows the proposed residential use and the proposed commercial / bakery use to more harmoniously operate with each other – as opposed to competing with each other. That is, typically, the residential apartment uses will have peak parking demands at night and early in the morning; while the proposed commercial bakery use will have a peak parking demand during the day. The absence of simultaneous peak parking needs at the site (between the proposed mixed-uses approved herein) will better allow the site to operate in a safe, convenient, and non-competing fashion.
- The proposed mixed-use development is appropriate for the site, particularly given the size of the site (18,978.35 sq. ft.), the nature of the surrounding uses, and the essential / implied Master Plan goal / intention of encouraging appropriate mixed-use development.
- The parking spaces provided at the development project are, per the testimony presented, adequate for the site.
- Per the testimony and evidence presented, per the design presented, and per the testimony that parking at the site will be sufficient, the Board finds that the subject parcel can accommodate the mixed-use development approved herein.
- The Applicant's representatives also provided sufficient traffic testimony in connection with the proposal. Towards that end, the relevant testimony revealed that the approximate trip generation associated with the proposed mixed-use is as follows:

Residential Apartment Use: 7-8 peak a.m. trips
20 peak p.m. trips

Bakery Use: 8 peak a.m. trips
13 peak p.m. trips

- In conjunction with the above point, the Board finds that the vehicular trip generation associated with the within proposal is not inconsistent with the character of other existing uses in the immediate neighborhood.
- Per the testimony and evidence presented, the Board finds that the site can appropriately handle the trip generations associated with the proposed mixed-use development approved herein.
- The Board specifically notes that the peak vehicular trips associated with the bakery use are different than the peak vehicular trips associated with the residential apartment use. That is, as referenced,

the Board recognizes the value associated with the fact that the two proposed mixed-uses have non-competing peak times in which vehicular trips will be generated.

- The Applicant's representatives testified that there is a "symbiotic relationship" between the peak parking / traffic needs of the proposed commercial bakery use and the peak parking/traffic needs of the proposed residential apartment use. The Board accepts and endorses the said argument, based upon the specific testimony and evidence presented.
- The Board also notes that there is on-street parking available in the immediate area of the development site.
- The shared parking analysis approved herein, under the circumstances, represents a safe, appropriate, and functional design layout for the site.
- The shared parking analysis approved herein will not compromise the efficient / safe use of the mixed-use development approved herein.
- Per the testimony and evidence presented, the commercial baker will be in a position to control / regulate the to-be-scheduled times when the limited deliveries will occur at the site – and the said factor should further mitigate any adverse effects associated with the within approval.
- The Board notes that the subject development site is surrounded by a pre-school to the northwest, East Main Street to the northeast, residential apartments to the southeast, and the Oceanport creek tributary to the southwest.
- The Board members were extremely sensitive to the reasonable concerns of the adjacent pre-school / daycare representatives.
- The Applicant's representatives testified as to a number of ways in which any adverse impact to the adjacent pre-school use could be minimized / mitigated. Specifically, relevant information in the said regard included the following:
 - a. There will be significant fencing and landscaping planted so as to ensure that the aesthetic and privacy concerns of both adjacent uses are appropriately / safely observed;
 - b. As a condition of the within approval, the Applicant's building will be relocated (approximately 9 ft. to 18 ft. further setback from East Main Street) so as to increase the availability of on-site parking spaces (as the adjacent daycare representatives had expressed a

concern about how any overflow parking needs would be satisfied;

- c. The testimony indicated that the proposed commercial bakery will be in a position to coordinate / control the time of the deliveries which will further minimize any adverse impact on the surrounding uses;
 - d. The Applicant's representatives testified that appropriate pedestrian crossing paths will be placed at and around the site, so as to better protect and promote public safety concerns;
 - e. The development site will be appropriately cleaned up, the existing vehicles / trailers / machinery from the site will be removed, and the cleaned-up site will have a beneficial impact on the surrounding uses;
- The Board Members appreciate the good faith efforts of the Applicant's representatives and the daycare representatives in communicating, sharing, and addressing their respective mutual development concerns.
 - The Board appreciates the welcoming comments expressed by the daycare representatives (during the public hearing process).
 - Per the testimony and evidence presented, the site geometry and the site constraints help justify the need for the parking stall size waiver.
 - The requested parking stall size waiver can be granted without causing substantial detriment to the public good.
 - The Application as presented requires a variance for building height. Specifically, a maximum height of 38 ft. is allowed; whereas 30 ft. is allowed.
 - Additionally, the Application also requires a variance for the number of stories: Specifically, 2 ½ stories are allowed; whereas 3 stories are proposed.
 - Per the testimony and evidence presented, the mixed-use approved herein is appropriate for the site.
 - The height and number of stories approved herein will help keep the project viable, and the same will simultaneously allow the proposed development to comfortably accommodate 4 affordable housing units.
 - Per the testimony and evidence presented, the height of the proposed building will not be out of character from other developments in the neighborhood.

- Excessive building height is usually a sign of over-development. However, the Board notes, in the within situation, that there is no over-development proposed / approved for the site, as evidenced by the more than compliant density, the compliant lot coverage, and the compliant building coverage.
- One purpose of the New Jersey Municipal Land Use Law encourages the approval of Applications which provide the general welfare. As previously referenced herein, the Board finds that the Applicant's ability to place 4-affordable housing units on the site will help satisfy/advance the Borough's prevailing affordable requirements. Under the circumstances, the Board finds that the height relief can be granted without causing substantial detriment to the public good.
- One purpose of the New Jersey Municipal Land Use Law encourages the approval of applications which promote an appropriate amount of light, air, and open space. As referenced above, the Board finds that approval of the within Application will advance such a purpose – as evidenced by the complying lot coverage and complying building coverage associated with the Applicant's proposal.
- One purpose of the New Jersey Municipal Land Use Law encourages the approval of applications which will promote sufficient space, in appropriate locations, for a variety of commercial / residential uses. Subject to the conditions set forth herein, and particularly in that the commercial / residential apartment uses are specifically permitted, the Board finds that the approval of the within Application will advance such a purpose.
- Approval of the within Application will result in an immediate and much needed necessary clean-up of the site.
- As such, the Board clearly finds that approval of the within Application will result in the creation of a desirable visual environment.
- The Variances / Design Waiver approved herein will not compromise the interest of the Borough of Oceanport, the residents of the Borough of Oceanport, or of any adjacent residential uses.
- The Application as presented requires approval for the following Bulk Variances:

PARKING LOT FRONT YARD SETBACK: The prevailing zoning regulations require a 15 ft. front yard setback for parking lots with more than 4 cars. In the within situation, the Applicant's representatives are only proposing a 10 ft. setback from the East Main Street right-of-way and thus, variance relief is required.

PARKING LOT SETBACK: Per the prevailing zoning regulations, a 10 ft. side yard setback for parking lots is required, for parking lots with more than 4 vehicles. In the within situation, the Applicant's representatives are proposing only a 5.15 ft. set back from the western side property line.

The Board notes that the side-yard parking lot setback is only 5.15 ft. at its nearest point, and that other points do, in fact, satisfy the prevailing set back / distance requirements.

- The Board notes that the parking lot setback issues / deficiencies are mostly generated as a result of the site geometry, and the narrow development site.
- The narrow development site limits realistic development options otherwise associated with the site.
- Per the testimony and evidence presented, a zoning compliant parking lot setback on the subject narrow lot, would likely result in the elimination of 2 parking spaces. The Applicant's representatives testified that it was not appropriate to reduce the amount of available on-site parking spaces – and the Board agrees with such an argument.
- Under the circumstances, it would not be appropriate to reduce the amount of available parking spaces.
- Under the circumstances, the Board finds that the benefits of granting the parking lot setback variances outweigh the detriments otherwise associated with a reduction in necessary parking spaces.
- Subject to the conditions contained herein, the Board finds that the site can reasonably accommodate the Applicant's proposal.
- The Application as presented requires a variance for the habitable floor area of approximately 4 apartments proposed herein. Specifically, the prevailing zoning regulations require that 2 bedroom apartments contain a minimum of 900 sq. ft; whereas, in the within situation, approximately 4 of the two bedroom units will only contain between 800-830 SF.
- Per the testimony and evidence presented, the less than 900 sq. ft. 2 bedroom apartments approved herein are appropriate.
- Per the testimony and evidence presented, the proposed less than 900 sq. ft. 2 bedroom apartments can sufficiently accommodate the reasonable living needs of the occupants.

- Per the testimony and evidence presented, the less than 900 sq. ft. apartment sizes approved herein will not knowingly violate any prevailing federal / state standards.
- Based upon the testimony and evidence presented, the less than 900 sq. ft. apartment sizes will not compromise the interests of future would-be occupants.
- Per the testimony and evidence presented, the Board is also aware that the land behind the development site is an environmentally constrained tract – which, because of the existing environmental constraints, will likely remain, in large part, significantly undeveloped.
- The Board is aware that some of the variance relief required in connection with the within Application is related to the location and size of the residential apartments – but not the actual residential apartment use.
- The Board finds that the proposed project is well suited for the existing property and neighborhood. The Board also finds that the proposed mixed-use development approved herein is appropriately complimentary to the surrounding area, the same will provide certain employment opportunities for the community, the same will provide certain new residential housing opportunities for the community, and the same will provide a tax ratable for the Borough.
- Subject to the conditions contained herein, approval of the within Application will not impair the intent or purposes of the Borough's Master Plan.
- Subject to the conditions set forth herein, the proposed mixed-use will have no known negative impact on adjoining properties and thus, the Application can be granted without causing substantial detriment to the public good.
- Subject to the conditions contained herein, and subject to the necessary design / submission waiver, the Application as presented and modified satisfies the Preliminary and Final Site Plan requirements of the Borough of Oceanport.

Based upon the above, and subject to the conditions contained herein, the Board finds that the requested relief can be granted without causing substantial detriment to the public good, and without substantially impairing the zone plan or zoning ordinance.

CONDITIONS

During the course of the Hearing, the Board has requested, and the Applicant's representatives have agreed, to comply with the following conditions: (Note: Unless otherwise indicated, all Plan Revisions shall be subject to the review and approval of the Board Engineer.)

- a. The Applicant's representatives shall comply with all promises, commitments, and representations made at or during the public hearing process.
- b. The Applicant's representatives shall comply with the terms and conditions of the Review Memorandum from the Board Engineer, dated March 26, 2019 (A-3).
- c. The Applicant's representatives shall secure any and all necessary approvals from the local sewer authority.
- d. The utilities at the site shall be installed/maintained in accordance with Prevailing Borough protocol / procedure.
- e. The Applicant shall comply with any Prevailing Tree Preservation Ordinances/Regulations in effect.
- f. The Applicant shall comply with any Prevailing On-Site Construction Regulations of the Borough of Oceanport.
- g. The Applicant shall comply with all Prevailing Construction Code / Building Code Regulations.
- h. The Applicant, or any successor Applicant / Owner, shall comply with all Prevailing Rules and Regulations of the Municipal / Regional Utilities Authority. Additionally, the Applicant shall pay / satisfy any applicable sewer / utility connection fees (and any other charges / fees due and owing.)
- i. The Applicant's representatives shall comply with all prevailing affordable housing income criteria / bedroom mix, etc., as required by the prevailing Affordable Housing Regulations.
- j. The Applicant's representatives shall construct / maintain 4 affordable housing units in the development (1 for the proposed mixed-use development, and 3 for the subdivision of the former Oceanport Borough Hall site (Block 65, Lot 1). In the event the within approval is reversed or modified on appeal, or in the event the subdivision approval for the former Oceanport Borough Hall site (Block 65, Lot 1) is reversed or modified on appeal, then, in that event, at the option of the Borough of Oceanport, the Applicant shall be required to return to the Planning Board so as to determine how the affordable obligations (for either or both approvals), as aforesaid, will be satisfied.
- k. The Applicant's affordable housing units shall be deed restricted / maintained in accordance with prevailing regulations and as otherwise required by the

Borough of Oceanport, and/or any third party affordable housing administrator, or designee thereof.

- l. The timing for the issuance of Certificates of Occupancy for the affordable housing units at the subject site shall be as determined by the Borough of Oceanport.
- m. The Applicant's representatives shall execute a Developer's Agreement with the Borough of Oceanport (unless such requirement is waived by the Borough of Oceanport.). The said agreement shall be reviewed and approved as to legal form and content by the Borough Attorney, the Borough Engineer, and the Borough Council of the Borough of Oceanport.
- n. The Applicant's representatives shall secure any and all outside approvals as may be necessary – and in the event the plans are materially changed as a result of any such outside approvals, the Applicant's representatives shall be required to re-petition the Board for further / amended relief.
- o. The Applicant's representatives shall secure any necessary relief from the Municipal Department of Health, if any such approval is necessary.
- p. The Applicant's representatives shall comply with all prevailing Americans with Disability Act regulations.
- q. The Applicant's representatives shall secure approval from the municipal fire marshall, or his/her designee – and the Applicant's representatives shall comply with any conditions imposed thereon.
- r. The Applicant's representatives shall comply with all prevailing building / construction code requirements.
- s. The Applicant's representatives shall arrange for the existing buses / vehicles / vans / trailers / monuments on the site to be removed. The said materials shall be removed on or before the issuance of a Certificate of Occupancy, or any agreed upon extension.
- t. The Applicant's representatives shall arrange for the site to be appropriately cleaned – and the said cleanup shall be completed on or before the issuance of any Certificate of Occupancy, or any agreed upon extension.
- u. Any construction / development of the site shall comply with prevailing FEMA / flood regulations.
- v. Any signs at the site shall comply with prevailing zoning regulations, as no sign variance relief has been granted herein.
- w. The construction shall be commenced and completed in accordance with the timeframe established by the Borough of Oceanport (in any previously or to-be negotiated Agreement).

- x. The Applicant's representatives shall provide the Board Secretary and Board Engineer with documentation for any to-be-obtained permit by rule approval received by the NJDEP.
- y. The Applicant's representatives shall, in good faith, meet with the adjacent pre-school representatives so as, in good faith, to attempt to coordinate mutually convenient construction schedules so as to reasonably minimize any disturbance to the adjacent use.
- z. The Applicant's representatives shall cause the plans to be revised so as to portray and include the following:
 - i. The inclusion of a note confirming that the building will be fully sprinklered;
 - ii. The inclusion of a note confirming that the Applicant will arrange for garbage to be collected from a private hauler;
 - iii. The inclusion of a note confirming that garbage collection at the site will be collected more frequently, if determined reasonably necessary by the Applicant's representatives or the Borough representatives;
 - iv. The inclusion of a note confirming that the private garbage collection at the site will occur in the early morning hours, on designated days;
 - v. The inclusion of a note confirming that there will be no outside storage of materials associated with the within approval;
 - vi. The inclusion of a note confirming that landscaping and plants will be replaced as necessary;
 - vii. The inclusion of a note confirming that the trailer on the development site and/or the adjacent lot 5 parcel shall be removed on or before the issuance of a Certificate of Occupancy;
 - viii. The site triangle easements shall be included on the approved plans;
 - ix. The inclusion of a note confirming that the management company will roll out the garbage dumpsters immediately prior to private garbage collection/pick-up at the site, and that the management company will arrange for the dumpsters to be immediately rolled back relatively immediately after trash is collected;

- x. The inclusion of a note confirming that lights will be placed at or around the trash dumpster, the details of which shall be approved by the Board Engineer;
 - xi. Confirmation that the building will be relocated at least 9 to 18 feet to the rear so as to ensure that a) the rear setback will be 16 feet or 7 feet and b) the parking count at the site will be increased from 19 spaces to 21-23 spaces;
 - xii. Confirmation that concrete paver sidewalks shall be installed at the site (as no design waiver has been granted.)
- aa. The Applicant (or any successor Applicant) shall comply with all applicable Affordable Housing related Ordinances / Regulations / Contributions / Directives as may be required / imposed by the Borough of Oceanport, the State of New Jersey, C.O.A.H., the Court System, and / or any Agency having jurisdiction over the matter.
- bb. The Applicant shall comply with all terms and conditions of the review memoranda, if any, issued by the Board Engineer, Construction Office, the Department of Public Works, the Office of the Fire Prevention and Investigation, and/or other agents of the Borough.
- cc. The Applicant shall obtain any and all approvals (or Letters of No Interest) from applicable internal / outside agencies - including, but not limited to, the United States of America, the Department of Environmental Protection, the Monmouth County Planning Board, the Freehold Soil Conservation District, the local utility offices, the Department of Public Works, the local Fire Department, and any other Agency having jurisdiction over the matter. The Applicant shall also satisfy any conditions associated with such outside agency review.
- dd. The Applicant shall, in conjunction with appropriate Borough Ordinances, pay all appropriate/required fees, taxes, and inspection fees.
- ee. If required by the Board Engineer, the Applicant shall submit appropriate performance guarantees in favor of the Borough of Oceanport.

BE IT FURTHER RESOLVED, that all representations made under oath by the Applicant and/or its agents shall be deemed conditions of the approval granted herein, and any mis-representations or actions by the Applicant's Representatives contrary to the representations made before the Board shall be deemed a violation of the within approval.

BE IT FURTHER RESOLVED, that the Application is granted only in conjunction with the conditions noted above - and but for the existence of the same, the within Application would not be approved.

BE IT FURTHER RESOLVED, that the granting of the within Application is expressly made subject to and dependent upon the Applicant's compliance with all other appropriate Rules, Regulations, and/or Ordinances of the Borough of Oceanport, County of Monmouth, and State of New Jersey.

BE IT FURTHER RESOLVED, that the action of the Board in approving the within Application shall not relieve the Applicant of responsibility for any damage caused by the subject project, nor does the Planning Board of the Borough of Oceanport, the Borough of Oceanport, or their agents/representatives accept any responsibility for the structural design of the proposed improvements, or for any damage which may be caused by the development.

This resolution memorializes an action taken at the regular meeting of the Oceanport Planning

Board held on April 9, 2019 on roll call that evening by the following vote:
Offered by: Mr. Whitson

Seconded by: Mr. Tvrdik

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	(X)	()	()	()	()
Whitson	(X)	()	()	()	()
Davis	()	()	()	()	(X)
Proto	()	()	()	(X)	()
Foster	(X)	()	()	()	()
Kleiberg	(X)	()	()	()	()
Halpern	()	()	()	(X)	()
Kahle	(X)	()	()	()	()
Savarese	()	()	()	(X)	()
Tvrdik (Alt. 1)	(X)	()	()	()	()
Motzenbecker (Alt. 2)	()	()	()	(X)	()

This resolution was offered by Mr. Kahle, seconded by Mr. Kleiberg, and adopted on roll call by the following vote:

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	(X)	()	()	()	()
Whitson	(X)	()	()	()	()
Davis	()	()	()	()	(X)
Proto	()	()	()	(X)	()
Foster	(X)	()	()	()	()
Kleiberg	(X)	()	()	()	()
Halpern	()	()	()	(X)	()
Kahle	(X)	()	()	()	()
Savarese	()	()	()	(X)	()
Tvrdik (Alt. 1)	(X)	()	()	()	()
Motzenbecker (Alt. 2)	()	()	()	(X)	()

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Oceanport Planning Board on this 14th day of May, 2019.



Jeanne Smith, Board Secretary



Appendix 7. Unmet Need Documentation



Appendix 7a: Elizabeth Drive - Unmet Need Documentation

Council on Affordable Housing (COAH) Alternative Living Arrangement Survey

Municipality: Oceanport County: Monmouth
 Sponsor: DDD/Allies Inc. Developer: _____
 Block: 139 Lot: 23 Street Address: 39 Elizabeth Dr, Oceanport, NJ
 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: _____

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 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: 20 years

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

Average Length of Stay: _____ months (transitional facilities only)

☒ CO Date: 2/19/07

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): developmentally disabled

Accessible (in accordance with NJ Barrier Free Subcode)? ☒ Yes ☐ No

Affirmative Marketing Strategy (check all that apply):

☒ DDD/DMHS/DHSS waiting list

CERTIFICATIONS

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

Certified by: Bryant Odeh 11/10/08
Project Administrator Date

Certified by: _____
Municipal Housing Liaison Date



CERTIFICATE

Date Issued 9/19/07
Control # 07-060
Permit #

IDENTIFICATION

Block 139
Work Site Location 29 Elizabeth Ave
Owner in Fee/Occupant Pagos Jr
Address _____
Tele. () _____
Contractor Shaw Construction LLC
Address 703 Broad St NU 07702
Tele. () 402 9191 Fax () _____
Lic. No. or Bldgs. Reg. No. _____
Federal Emp. No. _____

Home Warranty No. _____
Type of Warranty Plan: () State () Private
Use Group _____
Maximum Live Load _____
Construction Classification _____
Maximum Occupancy Load _____
Description of Work/Use: _____

ADDITION

☐ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☒ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a Temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____, 19____ or the owner will be subject to fine or order to vacate: _____

☐ CERTIFICATE OF CLEARANCE — LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- () Total removal of lead-based paint hazards in scope of work
- () Partial or limited time period (____ years); see file

☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____.

Fee \$ _____
Paid ~~by~~ Check No. _____
Collected by: _____

CONSTRUCTION OFFICIAL

1 WHITE — APPLICANT 2 CANARY — OFFICE 3 PINK — TAX ASSESSOR

PAID - 3/23/07
1562 9/19/07

**GENERAL SERVICE CONTRACT
BETWEEN ALLIES, INC. ("SERVICE PROVIDER") AND
S.S.A. 39 ELIZABETH, L.L.C. ("OWNERS")
REGARDING THE PROPERTY LOCATED AT 39 ELIZABETH DRIVE,
OCEANPORT, NEW JERSEY ("THE PROPERTY")**

WHEREAS, the Owners desire for the Service Provider to provide staffing and general management and supervision of the tenants.

WHEREAS, the Service Provider agrees to provide twenty-four hour services in accordance with its Contract with the New Jersey Division of Developmental Disabilities ("DDD"), a copy of which is attached hereto, and which is hereby incorporated by reference into the terms of this Agreement.

WHEREAS, the Owners agree that when selecting Tenants for the Property, they agree to accept appropriate referrals from DDD who are compatible with Stacey Rizas.

WHEREAS, the Owners are responsible and liable for all maintenance and repairs of the Property, both inside and outside of the home, subject to maintenance agreement with the NJ Division of Developmental Disabilities.

WHEREAS, the Service Provider is responsible for the cost of all utilities serving the premises including gas, electric, water, sewer, telephone, television, computer and other services together with the cost of snow and ice removal, and lawn and grounds care and maintenance, in accordance with the Contract with the DDD.

WHEREAS, the Service Provider's duties and obligations to provide care, custody and control over the Property is addressed solely by its Contract with DDD.

WHEREAS, either the Owners or the Service Provider may, for any reason, elect to terminate this Contract by providing sixty (60) days written notice to the other party at the address listed in this Contract.

WHEREAS, all notices to the Owner shall be forwarded to 115 Tuttle Avenue, Spring Lake, New Jersey 07762, while all notices to the Service Provider shall be addressed to 1262 Whitehorse-Hamilton Square Road, Building 1A, Suite 101, Hamilton, New Jersey 08690, Attn: Krystal Odell, President.

S.S.A. 39 ELIZABETH, LLC
Owners

BY:

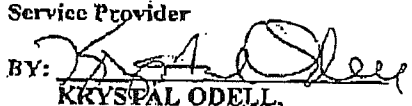

ROBERT E. RIZAS, Member

BY:


PATRICIA L. RIZAS, Member

ALLIES, INC.
Service Provider

BY:


KRYSTAL ODELL,
President

STATE OF NEW JERSEY – DEPARTMENT OF HUMAN SERVICES
STANDARD LANGUAGE
CAPITAL FUNDING AGREEMENT FOR RENOVATION, REMODELING,
EXTENSION OR OTHER IMPROVEMENTS TO AGENCY-OWNED OR LEASED
COMMUNITY FACILITIES

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AGREEMENT effective as of the date recorded on the signature page between the New Jersey Department of Human Services (the "Department") and the signatory agency (the "Agency") identified on the signature page.

WHEREAS the New Jersey Legislature has from time to time authorized the Department to expend such funds as are appropriated for renovating, remodeling, extending or otherwise improving Community-Based facilities for Department Clients; and

WHEREAS programs to award contracts for Community-Based facilities have been established by the Department to carry out such authorizations; and

WHEREAS the Agency, as a Community-Based private agency or a local government agency, is eligible to receive and desires assistance under the aforementioned appropriations.

THEREFORE the Department and the Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meaning as stated:

Agreement means this document, the Annex(es) and the Note, any additional attachments or appendices (including any approved assignments or subcontracts and any written amendments or modifications) and all supporting documents. The Agreement constitutes the entire agreement between the parties, and no amendments or modifications therefore will have any force or effect unless reduced to writing and signed by the parties' authorized agents identified in the Annex(es).

Agreement Ceiling means the amount so designated in the Annex(es) and reflects the total amount of Agreement Funds committed by the Department under this Agreement.

Agreement Funds means funds committed by the Department to the Agency pursuant to this Agreement.

Annex(es) means the attachment or attachments to this document containing at least the following information; a description of the Project; schedules for Project implementation and completion, Agency reporting of Project progress and Expenditures, and payment of Agreement Funds by the Department to the Agency; the commencement and expiration dates of the Agreement and the Project Period; the time period during which use of the Facility shall be

restricted pursuant to the terms of Section 3.05 Facility Restrictions; the names of the Project Director, the Agency officer authorized to sign this document and any other documents and papers under this Agreement, and the persons to whom Notices shall be directed; the title(s) of the Department officer(s) authorized to sign this document and any other documents and papers under this Agreement; the duties and responsibilities of the Project director; the Project budget, identifying both the Total Project Cost and the Agreement Ceiling; the sources and amounts of all funds supporting the Project; and a description of the services required to be provided in the Facility subsequent to its inspection and approval by the Department or Division and subsequent to any required licensure; A copy of the form of the Promissory Note to be executed pursuant to Section 5.01 Note Execution and the form of the statement of waiver required by Section 5.03 Waiver are appended to the Annex(es).

Community-Based means those service delivery programs or facilities which are not located on the grounds of or operated by a State institution.

Days means calendar days.

Department Client means, as appropriate clients of the Division of Youth and Family Services, the Division of Mental Retardation or the Division of Mental Health and Hospitals.

Division means as appropriate, the Division of Youth and Family Services, the Division of Mental Retardation or the Division of Mental Health and Hospitals.

Facility means the building constructed, renovated, remodeled, extended or otherwise improved in whole or in part under this Agreement. Such building is on land owned or leased by the Agency.

Note means the promissory note executed pursuant to Section 5.01 Note Execution.

Notice means an official written communication between the Department or the Division and the Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons at the addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Project means the project described in the Annex(es) for renovating, remodeling, extending or otherwise improving an already existing Community-Based facility owned or leased by the Agency.

The Project may also be for construction of a free-standing structure to augment the client capacity or otherwise to enhance the service delivery capabilities of any already-existing Community-Based facility owned or leased by the Agency. Unless otherwise expressly approved by the Commissioner of the Department, such free-standing structure shall be erected on Agency-owned or leased land occupied by the existing Community-Based facility, and the Total Project Cost may not exceed 50 percent of the appraised value of existing structures on such land. In no case may a Community-Based facility be purchased or leased for the purpose of securing Agreement Funds under this Agreement. The Project may be wholly or partially-financed with Agreement Funds.

Project Expenditure (also Expenditures) means expenditures made by the Agency in accordance with the Project budget contained in the Annex(es).

Project Period means the period, specified in the Annex(es), which span the time from implementation to completion of the Project.

State means the State of New Jersey.

Total Project Cost means the amount so designated in the Annex(es) and reflects the total cost of the Project. If the Agency provides or obtains funding in addition to Agreement Funds to support the Project, the Total Project Cost will exceed the Agreement Ceiling by the amount of such additional funds.

II BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. Payment of Agreement Funds to the Agency shall be in accordance with Article VI of this document.

Section 2.02 Inspection and Monitoring. The Department or its designee shall inspect the Project site and shall monitor Project activities for conformity with the terms of this Agreement as well as with all other applicable Departmental specifications.

Section 2.03 Referenced Materials. Upon written request of the Agency, the Department or the Division shall make available to the Agency copies of federal and State regulations and other materials specifically referenced in this document.

III BASIC OBLIGATIONS OF THE AGENCY

Section 3.01 Project Implementation and Completion. The Agency shall implement and complete the Project in accordance with the scheduled outlined in the Annex(es). The parties acknowledge that project has been completed.

Section 3.02 Expenditure of Agreement Funds. The Agency shall expend Agreement Funds for the Project in accordance with the budget contained in the Annex(es) and for no purpose other than as reflected therein. Salaries and travel expenses for Agency employees shall not be paid by Agreement Funds, except as may be specifically approved by the Department and budgeted in the Annex(es).

With exceptions only as expressly approved by the Department, the Agency may expend Agreement Funds only during the Project Period specified in the Annex(es). When circumstances force Agency expenditures for Project-related activities prior to the Project Period, such circumstances shall be documented by the Agency and forwarded in writing to the Department. At the discretion of the Department, part or all of such expenditures may be recoverable from Agreement Funds. The Department makes no assurance that it shall permit such recovery.

Section 3.03 Promissory Note. The Agency shall execute and satisfy a promissory note in accordance with Article V of this document.

Section 3.04 Matching Funds. The Department may require that the Agency provide or obtain matching funds for the Project. Any required Agency match shall be provided in accordance with Departmental specifications.

Section 3.05 Facility Restrictions. The Agency shall agree to maintain the Facility as an approved facility for Department Clients for a period of time stipulated by the Department in accordance with written Division policies. Such time period shall be 20 years from the date hereof. Unless otherwise stipulated in the Annex(es), the Agency shall agree to reserve 100 percent of the Facility's maximum client capacity for Division referrals, except during such times as the Division may determine that a lesser percent is adequate.

Section 3.06 Project Director. Under the direction of the Agency's governing body, the Project director named in the Annex(es) shall be responsible for all Project activities.

Section 3.07 Documents and Information. The Agency shall furnish the Department or the Division with all documents and information required by this Agreement, as well as with any additional material which may be considered necessary by the Department or the Division in support of the Agreement.

Section 3.08 Compliance with Laws. In fulfilling its commitment under this Agreement, the Agency shall comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: the federal Civil Rights Act of

1964, as amended, P. L. 1933, Chapter 277, of the State of New Jersey, as amended (N.J.S.A. 10:2-1 et seq.) and P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) pertaining to affirmative action and non-discrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap; and the New Jersey Conflicts of Interest Law (N.J.S.A. 52:13D-12 et seq.), including but not limited to those sections pertaining to contracting, solicitation, and the provision of inducements to State legislators, officers or employees. In addition, the Agency shall comply with all applicable State and local laws relating to licensure, with standards specified by the Department as appropriate to the Facility, and with all applicable policies and procedures issued by the Department or the Division.

IV SERVICE CONTRACT

The execution of this Agreement shall require execution of a separate contract or affiliation agreement for the provision of services in the Facility. The parties to such service contract shall be the Division and the Agency, or alternatively, the Division and another entity approved by the Division. The services to be provided in the Facility are described in the Annex(es).

V PROMISSORY NOTE

Section 5.01 Note Execution. Immediately upon execution of this Agreement, the Agency shall execute and deliver to the Department a promissory note in the form appended hereto. Execution of such note shall be authorized by a resolution of the Agency's governing body. The amount of the note shall equal the amount of the Agreement Ceiling. At the conclusion of the Project Period, should the actual amount of Project Expenditures approved for payment by the Department differ from the Agreement Ceiling as reflected in the Annex(es), an amended note shall be executed by the Agency in the amount actually paid, or approved for payment, by the Department to the Agency. The amended note shall be delivered to the Department and shall replace the note originally delivered. Until such time as the amended note is executed, any funds paid by the Department to the Agency in excess of the amount of the original note shall be subject to repayment by the Agency or cancellation under the terms of this Agreement.

Section 5.02 Note Satisfaction. The amount of the Note shall be reduced according to the following formula for each full year credited toward satisfaction of the Agency's obligation to the Department:

$AR = 1/X$, where AR represents the rate of annual reduction in the Amount of the Note and X represents the number of years of the Agency's obligation to the Department as established pursuant to the terms of Section 3.05 Facility Restrictions and recorded in the Annex(es).

Section 5.03 Waiver. In cases where the Agency is a licensed health care facility classified by the Department of Health as an acute care hospital, the Department may waive the requirement of a Promissory Note.

The Agency shall request the waiver and document the hardship in writing. The final decision rests solely with the Department on the granting of a waiver. Any such waiver granted shall be documented by a written statement signed by the same Department official who signed the Agreement on the same date. A copy of this statement shall be appended to the Agreement.

VI PAYMENT

Section 6.01 General Payment Obligation. Except as otherwise limited or precluded in this Agreement, and contingent upon satisfactory fulfillment of the Agency's obligations as set forth in Section 3.01 Project Implementation and Completion, the Department shall pay the Agency the Agreement Ceiling of \$215,000.00.

Section 6.02 Method and Schedule of Payment. The Agency shall be paid under this Agreement in accordance with the method and schedule outlined upon completion of the project and execution of this Agreement together with the Note, Mortgage and related closing documents. Where applicable, the Department reserves the right to require written verification from the Project architect, contractor or other appropriate person, certifying the percentage of the Project completed to the date of Agency billing. In addition, the Department may require copies of statements from parties involved in Project activities.

Section 6.03 Payments Conditional. All payments by the Department under this Agreement shall be subject to revision on the basis of an audit conducted under Section 7.04 Audit.

VII BOOKS AND RECORDS; REPORTING REQUIREMENTS; VISITATION AND INSPECTION; AUDIT

Section 7.01 Books and Records. The Agency shall maintain such books, records and accounts as are considered necessary by the Department to ensure an accurate and adequate accounting of all receipts, expenditures and available funds, regardless of their source, relating to the Project.

All books, records and documents of any kind pertaining to this agreement shall be retained by the Agency for a minimum of four years after expiration or termination of the Agreement. Such requirement can be waived only by written authorization of the Department.

Section 7.02 Reporting Requirements. The Agency shall report Project progress and Expenditures to the Department in accordance with the schedule and procedures established in the Annex(es). The parties acknowledge that the project has been completed and that the funds will be used to partially reimburse the Agency's costs of acquiring and completing the project.

Section 7.03 Visitation and Inspection. The Agency's books, records and facilities, as well as the Project site itself, shall be available for inspection by authorized representatives of the Department, the Division and any other appropriate unit, agency or agent of State or local government. At the discretion of the Department, visitations and inspections may be at any time and may be announced or unannounced. The Agency's obligation to make available its books and records for on-site inspection, however, shall be limited to regular business hours.

Section 7.04 Audit. At any time during the Agreement term, the Agency's overall operations, its compliance with specific Agreement provisions, and the operations of any assignees or subcontractors engaged by the Agency under Section 10.01 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State government, or by a private firm retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Agreement term, a final financial and compliance audit of Project operations, including the relevant operations of any assignees or subcontractors, shall be conducted. Generally such audit shall be initiated within two years after expiration of the Project Period. Should extraordinary circumstances prevent this from occurring, the final audit shall commence as soon as feasible thereafter. The final audit shall be performed by a unit or agency of State government or by a private firm retained for such purpose by the Department or the Agency and shall follow guidelines issued by the Department. Final financial settlement of this Agreement shall be contingent upon the findings of the final audit.

All provisions of Section 7.03 Visitation and Inspection shall apply to the Agency and to any assignees or subcontractors in the case of any visitations or inspections made for the purpose of audit. The Department reserves the right to have access to all written material, including but not limited to work papers, generated in connection with any audit conducted. Should the Agency retain a private audit firm, the Agency shall ensure that the instrument used to engage such firm contains express reference to the Department's right of access pursuant to this section.

VIII. AGREEMENT TERM; PROJECT PERIOD; AMENDMENTS AND MODIFICATIONS; CLOSEOUT.

Section 8.01 Agreement Term. This Agreement shall commence on the date of execution hereof and expire 20 years thereafter. The Agreement's expiration date shall coincide with the date on which the Agency shall have satisfied its obligation to the Department as established pursuant to the terms of Section 3.305 Facility Restrictions and recorded in the Annex(es).

Notwithstanding the foregoing, the Agency retains the right, during the Agreement term, to terminate this Agreement upon six months' notice to the Department. Should such termination occur, the Department may require that the Agency pay the Department an amount up to the balance remaining on the Promissory Note executed pursuant to Section 5.01 Note Execution. Such balance shall be calculated by (a) prorating the original amount of the Note over the number of years of the Agency's obligation to the Department as established pursuant to the terms of Section 3.05 Facility Restrictions, and (b) subtracting from the original amount of the Note the prorated annual figure multiplied by the number of full years elapsed between Agreement commencement and termination. If the requirement of a Promissory Note has been waived pursuant to Section 5.03 Waiver, the Department may require the Agency to pay liquidated damages equal to the amount which would have been due under a Promissory Note as calculated above.

The Department retains the right, during the Agreement term, to terminate this Agreement upon six months' Notice to the Agency. In the event the Department exercises this right and the Agency is not in default under Article IX Default, the Department shall not require any payment from the Agency either on the Promissory Note executed pursuant to Section 5.01 Note Execution or as liquidated damages.

Section 8.02 Projected Period. The Project Period shall commence on the same date as the Agreement and shall expire on the date specified in the Annex(es). The Project Period may be extended only upon written authorization of the Department.

Section 8.03 Amendments and Modifications. Except as may otherwise be provided for in this document, all amendments and modifications to the terms of this Agreement shall be consistent with Department or Division policies and shall be accomplished by means of a written agreement signed by the parties' authorized agents as set forth in the Annex(es). All written amendments and modifications shall become part of this Agreement and shall be appended to this document.

Section 8.04 Closeout. All financial accounts under this Agreement, with the except of the promissory note executed pursuant to Section 5.01 Note Execution, shall be settled as accurately as possible within 90 days after expiration of the Project Period and shall be settled finally based upon the results of the final audit conducted under Section 7.04 Audit. Any unexpended Agreement Funds in the possession of the Agency shall be returned to the Department within the 90 days closeout period. The Note shall be satisfied in accordance with Section 5.02 Note Satisfaction.

Except as may otherwise be provided for in this document, all non-financial obligations of both parties shall continue after the Project Period and shall cease on the effective date of expiration or termination of the Agreement.

IX DEFAULT

Section 9.01 Causes. The occurrence of any of the following may be considered by the Department as Agency default of this Agreement:

- (a) Agency submission to the Department or the Division of reports or other documents that are inaccurate or incomplete in any material respect;
- (b) Agency refusal or failure to permit the Department, the Division or a designee of the Department to inspect the Agency's facilities, including the Project site, or to review and monitor Agency administrative records and operational practices;
- (c) Agency use of Agreement Funds to employ or otherwise compensate directly or indirectly any employee of the Department;
- (d) Department discovery, in the absence of Agency disclosure, of any pecuniary or personal interest by the Agency its officer, trustees, directors or employee in any

assignment or subcontract executed pursuant to Section 10.01 Assignment and Subcontracts:

- (e) conduct or acts, including but not limited to alleged or adjudged criminal activity, on the part of the Agency, its officer, trustees, directors or employees, which are detrimental to the reputation of the Agency or the Department;
- (f) Agency failure, judged to be substantial by the Department, to comply with the terms and conditions of this Agreement.

Section 9.02 Procedures. Upon occurrence of any of the events enumerated in Section 9.01 Causes, the Department may give Notice to the Agency that it is in default of this Agreement and may elect either to terminate the Agreement on a date of the Department's choosing or to invoke the remedy provision set forth in Section 9.03 Remedy. Should the Agreement be terminated pursuant to this section, the Department may require that the Agency pay the Department an amount up to the balance remaining on the promissory note executed pursuant to Section 5.01 Note Execution. Such balance shall be calculated in the manner specified in Section 8.01 Agreement Term. If the requirement of a Promissory Note has been waived pursuant to Section 5.03 Waiver, the Department may require the Agency to pay liquidated damages equal to the amount which would have been due under a Promissory Note calculated as specified in Section 8.01 Agreement Term.

Section 9.03 Remedy. In lieu of terminating this Agreement in the event of default, the Department may advise the Agency, in the Notice of default, of specific measures the Agency must undertake to remedy the default by a date of the Department's choosing. Such date shall be no more than six months from the date of the Notice of default and may be extended only at the discretion of the Department and upon Notice to the Agency. The Department's election of this provision shall in no way limit or preclude its right to terminate the Agreement upon Notice to the Agency should the Agency fail to adhere to the remedy measures or the time schedule specified in the Notice of default.

X MISCELLANEOUS

Section 10.01 Assignment and Subcontracts. No rights or obligations of the Agency under this Agreement may be assigned or subcontracted by the Agency, except as may be provided for within the terms of this Agreement or with the prior written approval of the

Department. All approved assignments and subcontracts shall become part of this Agreement and shall be subject to its terms. The Agency shall bear full responsibility, without recourse to the State or any of its subdivisions, for performance under any approved assignment or subcontract. The Agency shall forward copies of all assignment and subcontract documents to the Department and shall retain copies of them on file together with this document.

Section 10.02 Procurement. The Agency shall bear full responsibility, without recourse to the State or any of its subdivision, for the settlement and satisfaction of any issues arising from any procurement arrangement entered into in support of this Agreement.

Section 10.03 Insurance. The Agency and any assignees or subcontractors engaged in construction, renovation, remodeling, extending or otherwise improving the Facility shall obtain the following types of insurance in coverage amounts judged adequate by the Department;

- (a) worker's compensation
- (b) general liability, including completed operations, broad form property damage and broad form contractual coverage;
- (c) fire insurance with extended coverage, such coverage to be equal to the to the replacement value of the Facility without any co-insurance; and
- (d) builder's risk, on an all-risk basis.

In addition, the Department may require the Agency and any assignees or subcontractors to obtain a completion bond and/or to maintain any other type of insurance coverage considered necessary by the Department. The State, which shall include the Department, shall be included as an additional named insured on any insurance policy applicable to the Project. The Department may require such proof of the required insurance and/or bond as it deems appropriate at any time during the Project Period.

Section 10.04 Indemnification. The Agency shall defend, indemnify and otherwise save harmless the State of New Jersey, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from the negligent acts or omissions of the Agency or its agents, employees, servants, subcontractors,

material suppliers or others working for the Agency, irrespective of whether such risks are within or beyond the control of the Agency,, or (b) which arise from any failure to perform the Agency's obligations under this Agreement or any improper performance.

Notwithstanding the Agency's responsibilities outlined above in this section, the State reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Agreement.

Section 10.05 Insufficiency of Funds. The Agency and the Department recognize that this Agreement is dependent upon funding through State appropriations. The Department shall not be held responsible for any breach of this Agreement arising due to insufficiency of such appropriations.

Section 10.06 Exercise of Rights. A failure or a delay on the part of the Department or the Agency in exercising any right, power or privilege under this Agreement shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

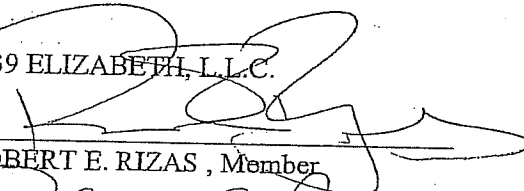
Section 10.06 Application of New Jersey Law. The parties to this Agreement hereby acknowledge that this Agreement is governed by New Jersey law, including the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:11113-1 et. seq.) governing the Department's liability in any dispute that may arise under this Agreement.

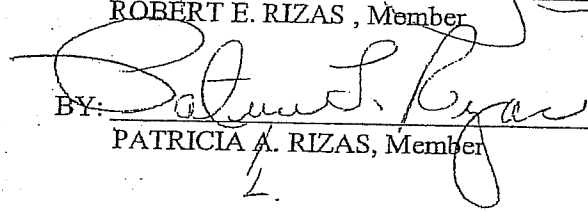
AGREEMENT SIGNATURES AND DATE

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement as set forth in Article I through Article X above.

By: _____
Director, Div. of Developmental Disabilities
Department of Human Services, State of New Jersey

S.S.A. 39 ELIZABETH, L.L.C.

BY: 
ROBERT E. RIZAS, Member

BY: 
PATRICIA A. RIZAS, Member

AGENCY: S.S.A. 39 ELIZABETH, L.L.C.

ADDRESS: 115 Tuttle Avenue
Spring Lake, NJ 07762

AGREEMENT DATED:

January 18, 2008



Appendix 7b: Inclusionary Zoning- Residential Multi-Family

Waterfront (RMW) Zoning District

Unmet Need Documentation

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE BOROUGH OF OCEANPORT, MONMOUTH COUNTY,
STATE OF NEW JERSEY TO ESTABLISH THE RMW ZONE DISTRICT**

1. **Section 390-5, entitled "Designation of Zones" of Article III entitled, "Establishment of Zones" of the Borough of Oceanport Zoning Ordinance, as heretofore supplemented and amended, is hereby supplemented and amended to add an amend the following:**

For the purpose of this chapter, the Borough of Oceanport is hereby divided into the following classes of zones:

R-1 Residential Single-Family

R-2 Residential Single-Family

R-3 Residential Single-Family

R-4 Residential Single-Family

R-5 Residential Single-Family and Two-Family

R-7.5 Residential Single-Family

R-M Residential Multifamily

RMO Residential Multiple-Family Development (fee-simple owner)

RMW Residential Multiple-Family Waterfront

B-1 Professional and Office

B-2 General and Recreational Commercial

V-C Village Center (retail commercial)

I Industrial

2. **Section 390-6, entitled "Zoning Map" of Article III entitled, "Establishment of Zones" of the Borough of Oceanport Zoning Ordinance, as heretofore supplemented and amended, is hereby supplemented and amended to add and amend the following:**

The location and boundaries of said district shall include Block 121, Lots 1.02 and 2, and are hereby established on the Zoning Map of the Borough of Oceanport dated September 11, 1996, and revised ~~December 15, 1996~~ **January 20, 2016**, which is attached hereto and is hereby made a part of this chapter. Said Map or Maps and all notations, references and designations shown thereon shall be, as such, a part of this chapter as if the same were all fully described and set forth herein.

3. **Section 390-14, entitled "Yard Exceptions" of Article V entitled, "Supplementary Lot Regulations" of the Borough of Oceanport Zoning Ordinance, as heretofore supplemented and amended, is hereby supplemented and amended to add an amend the following:**

- D. Waterfront properties. In residence districts no principal building shall be nearer to the natural waterline than the average alignment of the existing principal buildings within 200 feet of each side of the lot within the same block. **This shall not apply in the RMW district.**

4. Section 390-15, entitled "Number of Buildings Restricted" of Article V entitled, "Supplementary Lot Regulations" of the Borough of Oceanport Zoning Ordinance, as heretofore supplemented and amended, is hereby supplemented and amended to add an amend the following:

There shall be not more than one principal dwelling on each residential zone lot in any R District except in the R-M District, RMO District, RMW District and the R-5 District (two-family dwellings).

5. Section 390-31.2, entitled "RMW Development Criteria" of Article VI entitled, "Supplementary Use Regulations" of the Borough of Oceanport Zoning Ordinance, as heretofore supplemented and amended, is hereby supplemented and amended to add the following:

- A. Area of tract. The minimum tract area shall be the entirety of the RMW zone; no subdivision shall be permitted. This shall not preclude dedication of land or easements for public right-of-way, public access or other public purpose.
- B. Maximum density. The maximum gross density for the tract shall be 11 dwelling units per acre. Notwithstanding, the maximum number of dwelling units on a tract shall be twenty (20) dwelling units.
- C. Bulk building requirements.
- (1) Building Setbacks.
- (a) Front yard setback: two-story building: 25 feet; three-story building: 35 feet
- (b) Side yard setback: 10 feet
- (c) Rear yard setback: 25 feet
- (d) Mean high water line setback: 150 feet
- (2) Building height.
- (a) Where Off-street parking is located beneath the building: the maximum building height shall be three stories or 45 feet (parking level constitutes a story).
- (b) Where Off-street parking is not located beneath the building: the maximum building height shall be two stories or 35 feet
- (3) Building Coverage. Not more than twenty-five (25) percent of the tract area may be occupied by buildings.
- (4) Impervious Coverage. Not more than seventy-five (75) percent of the tract may consist of impervious cover.
- D. The front of residential buildings shall be oriented toward public or private streets or open water.
- E. Architectural styles must be compatible with the "Turn of the Century Racetrack/Seaside Village" theme. Architectural styles must not be mixed in the same building. The use of detailing, such as window shutters on upper floors, is recommended and encouraged where appropriate to the architectural style. Blank walls will not be allowed.
- (1) Vinyl siding shall be prohibited.
- F. Circulation.
- (1) Vehicle access to residential buildings shall take place at the rear of the buildings.

- (2) Sidewalks shall be provided on both sides of each private or public street or drive.
 - (a) Sidewalks shall have a minimum width of four (4) feet.
- (3) A public walkway shall be provided along the waterfront of the Oceanport Creek.
 - (a) A public easement of 20 feet in width shall be provided for the walkway.
 - (b) The public walkway shall have a minimum width of ten (10) feet.

G. Planting and Buffer Requirements.

- (1) A ten (10) foot planted buffer shall be provided along the side and rear yards.
- (2) Planted buffers shall consist of a mix of evergreen trees, deciduous trees and ornamental trees and shrubs.
- (3) All parking shall be screened from adjacent residential properties and public/private streets and drives. Screening shall consist of an evergreen hedge or shrubs at a minimum planting height of four (4) feet. A fence may be used in lieu of plantings.
- (4) Shade trees shall be provided in all uncovered off-street parking areas at ratio of one (1) tree per three (3) parking spaces.

H. Lighting.

- (1) Adequate lighting to ensure safe pedestrian and vehicle travel shall be provided.
- (2) All light fixtures shall be shielded with a 90% cut-off.
- (3) Site lighting shall meet the standards in the IESNA Lighting Handbook, 9th edition or as may be amended, for Maintained Illuminance Values for Parking Lots – basic (figure 61) and Average Maintained Illuminance Level for Pedestrian Ways (figure 63).
- (4) The maximum height of light fixtures shall be sixteen (16) feet.

I. Parking.

- (1) Surface parking and individual residential garages shall not be visible from public streets.
- (2) Parking may be provided beneath or as the first story of any structure.
- (3) Parking setback.
 - (a) Side or rear yard abutting a nonresidential or mixed use: 10 feet
 - (b) Side or rear yard abutting open water: 30 feet.
 - (c) Front yard where Off-street parking is located beneath the building: not less than the setback of the front facade for the principal building
 - (d) Front yard where Off-street parking is not located beneath the building: 50 feet
- (4) Residential parking shall be provided pursuant to the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21).

J. Affordable Housing Contribution.

- (1) Twenty percent (20%) of the dwelling units developed shall be affordable dwelling units.
- (2) The affordable dwelling units shall meet all applicable regulations of the Council on Affordable Housing and the Uniform Housing Affordability Control rules (N.J.A.C. 5:80-26

et al.), including but not limited to bedroom distribution, income distribution and affordability controls.

6. Section 390a, entitled “Schedule 1 Permitted Land Use Controls” of the Borough of Oceanport Zoning Ordinance, as heretofore supplemented and amended, is hereby supplemented and amended to add the following:

District	Permitted Principal Uses	Permitted Accessory Uses	Special Exception Uses
<u>MFW Multi-family</u>	<u>Multi-family dwelling units</u>	<u>Other accessory uses and structures customarily appurtenant to a permitted principal use</u>	<u>None</u>

7. Section 390b, entitled “Schedule 1 Bulk and Coverage Controls” of the Borough of Oceanport Zoning Ordinance, as heretofore supplemented and amended, is hereby supplemented and amended to add the following:

	<u>RMW Multiple Family Development Waterfront</u>
Minimum lot area (square feet)	<u>For bulk and coverage controls, see Section 390-31.2</u>
Minimum lot width (square feet)	
Minimum lot depth (square feet)	
Maximum height (stories / feet)	
Flat roof	
All other roof types	
Maximum lot coverage (percent)	
Principle building	
Accessory building	
Maximum dwellings per acre	
Minimum yards (feet)	
Principle building	
Front	
Side (one/both)	
Rear	
Accessory building	
Side	
rear	

8. **Inconsistency.** All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.
9. **Severability.** The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, section, paragraph, sentence or clause is adjudged to be unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.
10. **Effective Date.** This ordinance shall take effect immediately upon final passage and publication thereof according to law.

Introduced: January 21, 2016

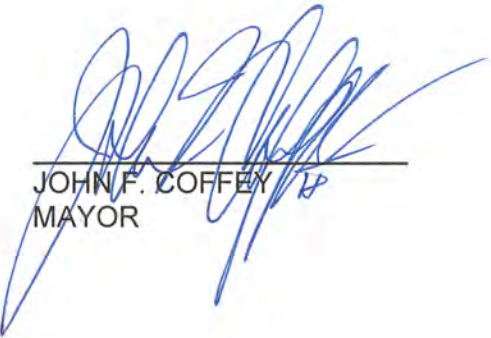
Approved: January 21, 2016

Adopted: February 18, 2016

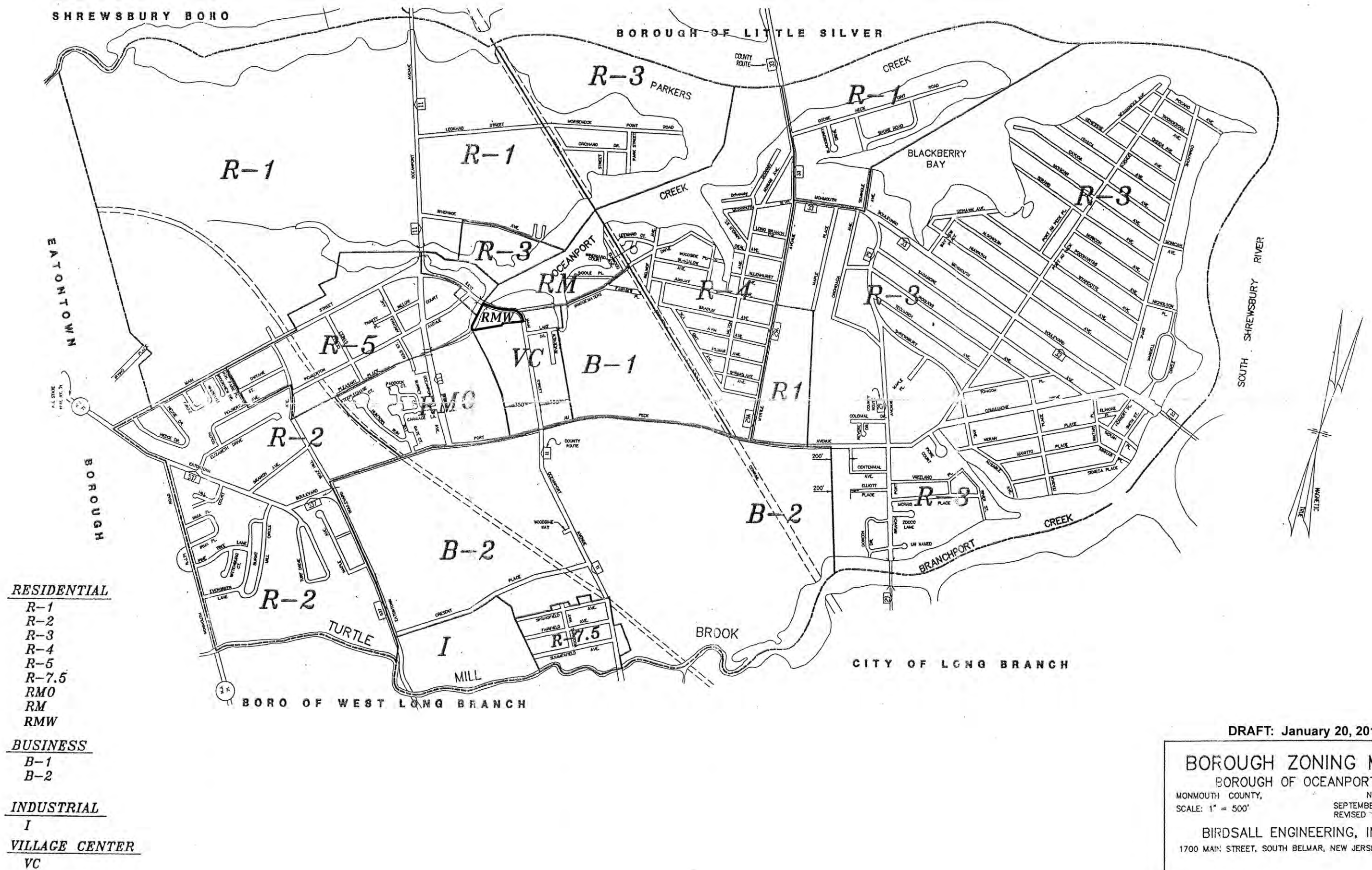
ATTEST:



JEANNE SMITH
BOROUGH CLERK



JOHN F. COFFEY
MAYOR





Appendix 7c: Overlay Zoning- East Main Street (VC-AH) Zoning District

Unmet Need Documentation

ORDINANCE #1017

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY TO AMEND CHAPTER 390 "ZONING", TO REPLACE THE VILLAGE COMMERCIAL AFFORDABLE HOUSING OVERLAY INCLUSIONARY DISTRICT - 1 (VC-AH)

WHEREAS, the Borough filed a declaratory judgment action captioned In the Matter of the Application of the Borough of Oceanport, Superior Court of New Jersey, Law Division-Monmouth County, Docket No. MON-L-2528-15 (the "Mt. Laurel Litigation") following the New Jersey Supreme Court's decision in the matter of In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, wherein the Supreme Court directed that municipalities were required to file declaratory judgment actions in the Superior Court to evaluate compliance with their *Mount Laurel* obligations in order to maintain immunity from builder's remedy litigation; and

WHEREAS the Court appointed Michael P. Bolan, P.P. , AICP to serve as the Special Master in the Mt. Laurel Litigation to advise the Court and the parties on affordable housing compliance issues; and

WHEREAS, the Fair Share Housing Center ("FSHC") is a Supreme Court designated interested party in this Mt. Laurel Litigation to advocate on behalf of low and moderate income households in the State of New Jersey and the County of Monmouth; and

WHEREAS, the Borough entered into a Settlement Agreement on May 17, 2019 with FSHC which established the Borough's affordable housing obligation for the time period 1999-2025 and the Court entered an Order of Fairness and Compliance on July 19, 2019 which approved the Settlement Agreement subject to certain conditions of compliance which need to be approved by the Borough prior to the Final Compliance Hearing at which time the Borough will receive Judgment of Compliance and Repose protecting the Borough from builder's remedy litigation through July 1, 2025; and

WHEREAS, one of the Court's condition of compliance includes a Borough-wide affordable housing ordinance incorporating the State's laws and regulations into the Borough Code;

WHEREAS, the Borough Council of the Borough Oceanport believes it is in the best interest of the Borough of Oceanport to comply with the Court's Order and adopt an overlay zone in the Village Commercial Affordable Housing Overlay Inclusionary District.

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of Oceanport Borough as follows:

Article III (Establishment of Zones) is hereby amended to rescind and replace the Village Commercial Affordable Housing Overlay Inclusionary District (VC-AH) with the following standards.

Article IV (General Regulations) is hereby amended to rescind and replace the Village Commercial Affordable Housing Overlay Inclusionary District (VC-AH):

In any instance in which these regulations and standards do not address a particular land development control, or when specific reference to the LDO is made, the standards of the Development Regulations shall apply:

Chapter 390

31.5 Village Commercial Affordable Housing Overlay Inclusionary Zone

- a. Purpose: The Borough adopts this ordinance to advance the following objectives: To address

its affordable housing unmet need obligation, the Borough shall implement a Village Commercial Affordable Housing Overlay Inclusionary Zone Ordinance that creates a realistic opportunity for housing in the Borough that is affordable to low- and moderate-income households. This Ordinance establishes the Village Commercial Affordable Housing Overlay Inclusionary Zone, and permits the creation of multi-family housing within the Village Commercial Zone provided that such housing complies with a required inclusionary set-aside requirement and with the requirements of this ordinance. The form of development shall be consistent with the goals, objectives and general design principles of the East Main Street Urban Design + Resiliency Plan Element of the Borough Master Plan.

- b. Location. The Village Commercial Affordable Housing Overlay Inclusionary District is applicable to the following parcels:

Block 88, Lot 34
Block 88, Lot 35
Block 101, Lot 1
Block 101, Lot 2
Block 101, Lot 3
Block 101, Lot 4
Block 101, Lot 5
Block 101, Lot 6
Block 101, Lot 7
Block 101, Lot 8
Block 101, Lot 9
Block 121, Lot 3.01
Block 121, Lot 4

- c. Permitted uses. The following uses shall be permitted in the Village Commercial Affordable Housing Overlay Inclusionary District:

1. Inclusionary multi-family development provided:
 - a) The minimum percentage of very low, low- and moderate-income housing shall be fifteen percent (15%) of the total number of dwelling units for rental affordable units and twenty percent (20%) of the total number of dwelling units for for-sale affordable units.
 - b) In any multi-family development having five (5) or more residential units, at least one (1) unit must be established as affordable to low- and moderate-income households;
 - c) All affordable units produced must comply with the Borough's Affordable Housing Ordinance
2. Mixed-use development provided inclusionary multi-family dwellings are provided. The following non-residential uses are permitted in the mixed-use development on the first floor;
 - a) Restaurant;
 - b) Bar;
 - c) Brewery;
 - d) Offices;
 - e) Retail;
 - f) Museum;
 - g) Gallery;
 - h) Houses of Worship;
 - i) Recreation services such as a health club;
 - j) Personal services such as laundry cleaning and salons;
 - k) Uses similar to those permitted above as determined by the Planning Board.

d. Accessory Uses Permitted. The following accessory uses and structures shall be permitted in the VC-AH District provided they are located on the same premises as the principal use or structure to which they are accessory and are located in the rear yard:

1. Accessory uses on the same lot with and customarily incidental to, any of the above permitted uses.
2. Surface parking area and garages.

e. Development Standards

- | | |
|--------------------------------------|---|
| 1. Maximum density: | 20 dwelling units per acre |
| 2. Principal Building Setbacks | |
| a) Front Yard | 0 feet minimum
15 feet maximum from front lot line |
| b) Side Yard | 10 Feet |
| c) Rear Yard | 0 Feet |
| 3. Accessory Building Setbacks | |
| a) Side Yard | 10 Feet |
| b) Rear Yard | 10 Feet |
| 4. Maximum Principal Building Height | 3 Stories / 38 Feet |
| 5. Maximum Accessory Building Height | 20 feet |
| 6. Maximum Building Coverage: | 65% |
| 7. Maximum Impervious Surfaces: | 80% |

8. Design Standards

a) Building Design.

- 1) Buildings shall be required to incorporate high-quality architectural features that are characteristic of and complimentary to significant buildings reflecting the traditional architecture within downtown centers in the region. The applicant for any development shall demonstrate such design by providing examples of and comparisons with existing high-quality architecturally significant buildings.
- 2) If more than one primary structure is proposed, the architecture of each primary structure shall be compatible but different from one another in terms of style, materials and layout.
- 3) All HVAC and mechanical equipment shall be adequately screened from view.
- 4) Front-loaded townhouses are prohibited.

b) Recreational/Social Amenities. Developments shall be required to include both interior and exterior common areas devoted to recreational, social and similar functions for residents and their guests, as set forth below:

- 1) At least 40 square feet per dwelling unit shall be devoted to interior common areas, such as but not limited to meeting rooms, community centers, fitness centers, indoor recreational areas, lounges, libraries, etc. Areas such as hallways, stairs, elevators, entrance lobbies, storage, mail areas, mechanical space or office space and similar areas shall not count towards meeting this requirement.
- 2) At least 40 square feet per dwelling unit shall be devoted to exterior common areas, such as but not limited to recreational areas, gardens, courtyards, plazas, decks, patios, etc. Such areas may be located at grade level, on building terraces or on the roof of the building. Lawn and landscaped areas shall not count towards

meeting this requirement unless such areas are specifically designed to be part of the aforementioned features.

c) Parking shall be located in the side or rear yards only.

13. Affordable Housing. All residential development shall be required to include affordable housing as a component. The following requirements shall apply:

- a) The minimum percentage of very low, low- and moderate-income housing shall be fifteen percent (15%) of the total number of dwelling units for rental affordable units and twenty percent (20%) of the total number of dwelling units for for-sale affordable units.
- b) Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing, provided a minimum of 13% of the affordable units are very low income units at 30% of the median income and 37% of the affordable units are low income units with the 50% balance of units allowed at moderate income; bedroom distribution; range of affordability; pricing and rent of units; affirmative marketing; 30-year minimum affordability controls and construction phasing with the market rate units developed on the tract.
- c) The Borough designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.

APPROVED ON FIRST READING

DATED: January 16, 2020

JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: February, 2020

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor

ORDINANCE #1018

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY TO AMEND CHAPTER 390 "ZONING", TO CREATE THE MONMOUTH PARK AGE-RESTRICTED AFFORDABLE HOUSING OVERLAY INCLUSIONARY DISTRICT - 1(MPAR-AH)

WHEREAS, the Borough filed a declaratory judgment action captioned In the Matter of the Application of the Borough of Oceanport, Superior Court of New Jersey, Law Division-Monmouth County, Docket No. MON-L-2528-15 (the "Mt. Laurel Litigation") following the New Jersey Supreme Court's decision in the matter of In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, wherein the Supreme Court directed that municipalities were required to file declaratory judgment actions in the Superior Court to evaluate compliance with their *Mount Laurel* obligations in order to maintain immunity from builder's remedy litigation; and

WHEREAS the Court appointed Michael P. Bolan, P.P., AICP to serve as the Special Master in the Mt. Laurel Litigation to advise the Court and the parties on affordable housing compliance issues; and

WHEREAS, the Fair Share Housing Center ("FSHC") is a Supreme Court designated interested party in this Mt. Laurel Litigation to advocate on behalf of low and moderate income households in the State of New Jersey and the County of Monmouth; and

WHEREAS, the Borough entered into a Settlement Agreement on May 17, 2019 with FSHC which established the Borough's affordable housing obligation for the time period 1999-2025 and the Court entered an Order of Fairness and Compliance on July 19, 2019 which approved the Settlement Agreement subject to certain conditions of compliance which need to be approved by the Borough prior to the Final Compliance Hearing at which time the Borough will receive a Judgment of Compliance and Repose protecting the Borough from builder's remedy litigation through July 1, 2025; and

WHEREAS, one of the Court's condition of compliance includes an affordable housing overlay zone on a portion of the Monmouth Park Racetrack property which will only be triggered upon the complete cessation of live horse racing activity of any kind at the Monmouth Park Racetrack.

WHEREAS, the Borough Council of the Borough Oceanport believes it is in the best interest of the Borough of Oceanport to comply with the Court's Order and adopt an overlay zone on a portion of the Monmouth Park Racetrack property which will only be triggered upon the complete cessation of live horse racing activity of any kind at Monmouth Park Racetrack.

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of Oceanport Borough as follows:

Article III (Establishment of Zones) is hereby amended to create the Monmouth Park Age-Restricted Affordable Housing Overlay Inclusionary District (MPAR-AH) with the following standards.

Article IV (General Regulations) is hereby amended to create the Master Plan Age-Restricted Affordable Housing Overlay Inclusionary District (MPAR):

In any instance in which these regulations and standards do not address a particular land development control, or when specific reference to the LDO is made, the standards of the Development Regulations shall apply:

Chapter 390

31.6 Monmouth Park Age-Restricted Affordable Housing Overlay Inclusionary Zone

- a. Purpose: The Borough adopts this ordinance to advance the following objectives: To address its affordable housing unmet need obligation, the Borough shall implement a Monmouth Park Age- Restricted Affordable Housing Overlay Inclusionary Zone Ordinance that creates a realistic opportunity for housing in the Borough that is affordable to low- and moderate-income households. This Ordinance establishes the Monmouth Park Affordable Housing Overlay Inclusionary Zone, and permits the creation of multi-family housing only upon the complete cessation of live horse racing activity of any kind at Monmouth Park Racetrack provided that such housing complies with a required inclusionary set-aside requirement and with the requirements of this ordinance.
- b. Location. The Monmouth Park Age-Restricted Affordable Housing Overlay Inclusionary District is applicable to Block 122, Lot 28.
- c. Permitted uses. The following uses shall be permitted in the Monmouth Park Age-Restricted Affordable Housing Overlay Inclusionary District:
 1. Inclusionary multi-family development provided:
 - a) The minimum percentage of very low, low- and moderate-income housing shall be fifteen percent (15%) of the total number of dwelling units for rental affordable units and twenty percent (20%) of the total number of dwelling units for for-sale affordable units.
 - b) In any multi-family development having five (5) or more residential units, at least one (1) unit must be established as affordable to low- and moderate-income households;
 - c) All affordable units produced must comply with the Borough's Affordable Housing Ordinance;
 - d) All residential units are age-restricted in accordance with the definition provided in the Borough's Affordable Housing Ordinance; and
 - e) Inclusionary multi-family residential development is only permitted upon the cessation of live horse racing activity of any kind at Monmouth Park Racetrack.
 - d. Accessory Uses Permitted. The following accessory uses and structures shall be permitted in the MPAR-AH District provided they are located on the same premises as the principal use or structure to which they are accessory and are located in the rear yard:
 1. Accessory uses on the same lot with and customarily incidental to, any of the above permitted uses.
 2. Surface parking area and garages.
- e. Development Standards
 1. Maximum density: 12 dwelling units per acre
 2. Maximum Building Coverage: 65%
 3. Maximum Impervious Surfaces: 80%
 4. Townhouses
 - a) Maximum Height 45 feet or 3 stories
 - b) Maximum dwelling units in one building 8
 - c) Rear-Loaded Townhouses:
 - 1) Minimum distances from front facade to private streets:

- i. Building to sidewalk 14 feet
 - ii. Building to curb 21 feet
- 2) Minimum distance from garage facade to curb, edge of alley pavement or edge of sidewalk: 20 feet
- 3) Minimum distances for side facades:
 - i. Building to building 28 feet
 - ii. Building to private street 15 feet

5. Apartments

- a) Maximum Height 45 feet or 3 stories
- b) Maximum dwelling units in one building 36
- c) Minimum Building setbacks:
 - i. Building to building 30 feet
 - ii. Building to private street 16 feet
 - iii. Building to parking area or driveway 15 feet
- d) For each affordable apartment, in addition to any storage areas contained within the apartment, there shall be provided 300 cubic feet of storage in a conveniently accessible area either within the apartment building or in a separate building where storage will not constitute a fire hazard and where belongings can be kept locked and separated from the belongings of other occupants.

6. Design Standards

a) Building Design.

- 1) Buildings shall be required to incorporate high-quality architectural features that are characteristic of and complimentary to other significant multi-family buildings reflecting the traditional architecture within the Borough. The applicant for any development shall demonstrate such design by providing examples of and comparisons with existing high-quality architecturally significant buildings.
- 2) If more than one primary structure is proposed, the architecture of each primary structure shall be compatible but different from one another in terms of style, materials and layout.
- 3) All HVAC and mechanical equipment shall be adequately screened from view.
- 4) Front-loaded townhouses are prohibited.

b) Recreational/Social Amenities. Developments shall be required to include both interior and exterior common areas devoted to recreational, social and similar functions for residents and their guests, as set forth below:

- 1) At least 40 square feet per dwelling unit shall be devoted to interior common areas, such as but not limited to meeting rooms, community centers, fitness centers, indoor recreational areas, lounges, libraries, etc. Areas such as hallways, stairs, elevators, entrance lobbies, storage, mail areas, mechanical space or office space and similar areas shall not count towards meeting this requirement.
- 2) At least 40 square feet per dwelling unit shall be devoted to exterior common areas, such as but not limited to recreational areas, gardens, courtyards, plazas, decks, patios, etc. Such areas may be located at grade level, on building terraces or on the roof of the building. Lawn and landscaped areas shall not count towards meeting this requirement unless such areas are specifically designed to be part of the aforementioned features.

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c) Parking shall be located in the side or rear yards only.

13. Affordable Housing. All residential development shall be required to include affordable housing as a component. The following requirements shall apply:

- a) The minimum percentage of very low, low- and moderate-income housing shall be fifteen percent (15%) of the total number of dwelling units for rental affordable units and twenty percent (20%) of the total number of dwelling units for for-sale affordable units.
- b) Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing, provided a minimum of 13% of the affordable units are very low income units at 30% of the median income and 37% of the affordable units are low income units with the 50% balance of units allowed at moderate income; bedroom distribution; range of affordability; pricing and rent of units; affirmative marketing; 30-year minimum affordability controls and construction phasing with the market rate units developed on the tract.
- c) The Borough designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.

APPROVED ON FIRST READING

DATED: January 16, 2020


JEANNE SMITH

Clerk of the Borough of Oceanport

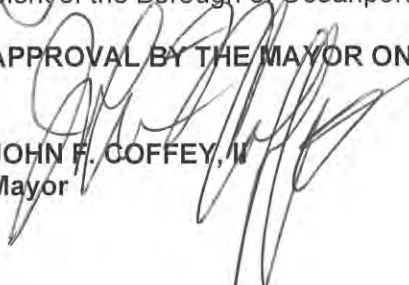
ADOPTED ON SECOND READING

DATED: February, 2020


JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS 20th DAY OF February, 2020


JOHN F. COFFEY, II
Mayor



Appendix 7d: Overlay Zoning – Monmouth Park (MPAR-AH)

District Unmet Need Documentation

ORDINANCE #1018

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY TO AMEND CHAPTER 390 "ZONING", TO CREATE THE MONMOUTH PARK AGE-RESTRICTED AFFORDABLE HOUSING OVERLAY INCLUSIONARY DISTRICT - 1(MPAR-AH)

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WHEREAS the Court appointed Michael P. Bolan, P.P., AICP to serve as the Special Master in the Mt. Laurel Litigation to advise the Court and the parties on affordable housing compliance issues; and

WHEREAS, the Fair Share Housing Center ("FSHC") is a Supreme Court designated interested party in this Mt. Laurel Litigation to advocate on behalf of low and moderate income households in the State of New Jersey and the County of Monmouth; and

WHEREAS, the Borough entered into a Settlement Agreement on May 17, 2019 with FSHC which established the Borough's affordable housing obligation for the time period 1999-2025 and the Court entered an Order of Fairness and Compliance on July 19, 2019 which approved the Settlement Agreement subject to certain conditions of compliance which need to be approved by the Borough prior to the Final Compliance Hearing at which time the Borough will receive a Judgment of Compliance and Repose protecting the Borough from builder's remedy litigation through July 1, 2025; and

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WHEREAS, the Borough Council of the Borough Oceanport believes it is in the best interest of the Borough of Oceanport to comply with the Court's Order and adopt an overlay zone on a portion of the Monmouth Park Racetrack property which will only be triggered upon the complete cessation of live horse racing activity of any kind at Monmouth Park Racetrack.

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 - c) All affordable units produced must comply with the Borough's Affordable Housing Ordinance;
 - d) All residential units are age-restricted in accordance with the definition provided in the Borough's Affordable Housing Ordinance; and
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 1. Maximum density: 12 dwelling units per acre
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- b) Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing, provided a minimum of 13% of the affordable units are very low income units at 30% of the median income and 37% of the affordable units are low income units with the 50% balance of units allowed at moderate income; bedroom distribution; range of affordability; pricing and rent of units; affirmative marketing; 30-year minimum affordability controls and construction phasing with the market rate units developed on the tract.
- c) The Borough designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.

APPROVED ON FIRST READING

DATED: January 16, 2020


JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: February 20, 2020


JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS

20th DAY OF February, 2020


JOHN F. COFFEY, JR.
Mayor



Appendix 7e: Affordable Housing Ordinance and Mandatory Set-Aside Ordinance Unmet Need Documentation

ORDINANCE #1019

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY REPEALING AND REPLACING CHAPTER 108 “AFFORDABLE HOUSING” AND ARTICLE XI OF CHAPTER 390 “PROVISIONS OF AFFORDABLE HOUSING” OF THE BOROUGH OF OCEANPORT TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE BOROUGH’S AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the Borough filed a declaratory judgment action captioned In the Matter of the Application of the Borough of Oceanport, Superior Court of New Jersey, Law Division-Monmouth County, Docket No. MON-L-2528-15 (the “Mt. Laurel Litigation”) following the New Jersey Supreme Court’s decision in the matter of In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, wherein the Supreme Court directed that municipalities were required to file declaratory judgment actions in the Superior Court to evaluate compliance with their *Mount Laurel* obligations in order to maintain immunity from builder’s remedy litigation; and

WHEREAS the Court appointed Michael P. Bolan, P.P. , AICP to serve as the Special Master in the Mt. Laurel Litigation to advise the Court and the parties on affordable housing compliance issues; and

WHEREAS, the Fair Share Housing Center (“FSHC”) is a Supreme Court designated interested party in this Mt. Laurel Litigation to advocate on behalf of low and moderate income households in the State of New Jersey and the County of Monmouth; and

WHEREAS, the Borough entered into a Settlement Agreement on May 17, 2019 with FSHC which established the Borough’s affordable housing obligation for the time period 1999-2025 and the Court entered an Order of Fairness and Compliance on July 19, 2019 which approved the Settlement Agreement subject to certain conditions of compliance which need to be approved by the Borough prior to the Final Compliance Hearing at which time the Borough will receive Judgment of Compliance and Repose protecting the Borough from builder’s remedy litigation through July 1, 2025; and

WHEREAS, one of the Court’s condition of compliance includes a Borough-wide affordable housing ordinance incorporating the State’s laws and regulations into the Borough Code;

WHEREAS, the Borough Council of the Borough Oceanport believes it is in the best interest of the Borough of Oceanport to comply with the Court’s Order and adopt a Borough-wide affordable housing Ordinance;

NOW THEREFORE BE IT ORDAINED by the Borough Council of Oceanport, Monmouth County, New Jersey, that the Code of the Borough of Oceanport is hereby amended to include provisions addressing Oceanport’s constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that low- and moderate-income units (“affordable units”) are created with controls on affordability over time and that low- and moderate- income households shall occupy those units. This Ordinance shall apply except where inconsistent with applicable law.

The Oceanport Borough Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Housing Element and Fair Share Plan has been endorsed by the Borough Council. This Ordinance implements and incorporates the adopted and endorsed Housing Element and Fair Share Plan and addresses the requirements of

N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C.5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

Section 1. Monitoring and Reporting Requirements

The Borough of Oceanport shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan:

1. Beginning on May 17, 2020, and on every anniversary of that date through July 1, 2025, the Borough agrees to provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center (FSHC) and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs (NJDCA), Council on Affordable Housing (COAH), or Local Government Services (NJLGS). The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
2. Beginning on May 17, 2019, and on every anniversary of that date through July 27, 2025, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.
3. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues.
4. By March 1, 2020, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including its family very low income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income and family very low-income housing obligations.

Section 2. Definitions

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

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

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

"Administrative agent" means the entity designated by the Borough to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26).

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

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

“Affordable” means, a sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

“Affordable housing development” means a development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the Borough's fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

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

“Affordable unit” means a housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

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

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

“Alternative living arrangement” means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

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

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

“COAH” means the Council on Affordable Housing, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.).

“DCA” means the State of New Jersey Department of Community Affairs.

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

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

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

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

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

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

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

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

“Median income” means the median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

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

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

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

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

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

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

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

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

“UHAC” means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

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

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

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

Section 3. Applicability and Mandatory Set-Aside

1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Borough of Oceanport pursuant to the Borough's most recently adopted Housing Element and Fair Share Plan.

2. Moreover, this Ordinance shall apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low-and

moderate-income housing units and including any developments funded with low-income housing tax credits.

3. If the Borough permits the construction of multi-family or single-family attached residential development that is “approvable” and “developable,” as defined at N.J.A.C. 5:93-1.3, at a gross Residential density of 6 units to the acre or more, the Borough shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply beginning on May 17, 2019. Where applicable within the Borough, this requirement shall apply to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project and including the conversion of a non-residential structure to a residential development, which development consists of five (5) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Borough's Land Use Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation.

4. For any such development for which the Borough's land use ordinances (e.g. zoning or an adopted Redevelopment Plan) already permitted residential development as of May 17, 2019, this

requirement shall only apply if the Borough permits an increase in approvable and developable gross residential density to at least twice the permitted approvable and developable gross residential density as of the effective date of this Agreement. Nothing in this paragraph precludes the Borough from imposing an affordable housing set aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law.

5. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is 20 percent; for projects in which the low- and moderate-income units are to be offered for rent, the appropriate set-aside percentage is 15 percent.

6. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in the Settlement Agreement or Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein.

Section 4. Alternative Living Arrangements

1. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:

- a. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;
- b. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).

2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30-year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.

3. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

Section 5. Phasing Schedule for Inclusionary Zoning

In inclusionary developments the following schedule shall be followed:

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

Section 6. New Construction

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

- a. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit. At least 13 percent of all restricted rental units shall be very low-income units (affordable to a household earning 30 percent or less of regional median income by household size). The very low-income units shall be counted as part of the required number of low income units within the development.
- b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low or low-income units.
- c. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - 1) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
 - 2) At least 30 percent of all low- and moderate-income units shall be two-bedroom units;
 - 3) At least 20 percent of all low- and moderate-income units shall be three-bedroom units; and
 - 4) The remaining units may be allocated among two- and three-bedroom units at the discretion of the developer.
- d. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one- bedroom units or by having a two-bedroom unit for each efficiency unit.

2. Accessibility Requirements:

- a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and the following:
- b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - 1) An adaptable toilet and bathing facility on the first floor; and
 - 2) An adaptable kitchen on the first floor; and
 - 3) An interior accessible route of travel on the first floor; and
 - 4) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - 5) If not all of the foregoing requirements in b.1) through b.4) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and

- 6) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D- 311a, et seq.) and the Barrier Free SubCode, N.J.A.C. 5:23-7, or evidence that Oceanport has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:
- a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - b) To this end, the builder of restricted units shall deposit funds within the Borough of Oceanport's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.
 - c) The funds deposited under paragraph 6)b) above shall be used by the Borough of Oceanport for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - d) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Borough of Oceanport for the conversion of adaptable to accessible entrances.
 - e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Borough's Affordable Housing Trust Fund in care of the Borough Treasurer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.
- 7) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free SubCode, N.J.A.C. 5:23-7.

3. Design:

- a. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
- b. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

4. Maximum Rents and Sales Prices:

- a. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and the calculation procedures as approved by the Court.
 - 1) Regional income limits shall be established for the region that the Township is located within based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits

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

2) The income limits are the result of applying the percentages set forth in paragraph (1) above to HUD's determination of median income for the fiscal year 2017, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

3) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)(3) shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (1) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

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

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

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

- b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.
- c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to

very low-income households, which very low-income units shall be part of the low-income requirement.

- d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.
- e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:
 - 1) A studio shall be affordable to a one-person household;
 - 2) A one-bedroom unit shall be affordable to a one- and one-half person household;
 - 3) A two-bedroom unit shall be affordable to a three-person household;
 - 4) A three-bedroom unit shall be affordable to a four and one-half person household; and
 - 5) A four-bedroom unit shall be affordable to a six-person household.
- f. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:
 - 1) A studio shall be affordable to a one-person household;
 - 2) A one-bedroom unit shall be affordable to a one- and one-half person household; and
 - 3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

- i. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.
- j. The rents of very low-, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. This increase shall not exceed nine percent in any one year. Rent increases for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

Section 7. Utilities

1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
2. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for the Section 8 program.

Section 8. Occupancy Standards

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

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

Section 9. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until Oceanport takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.
2. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
3. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
4. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the

unit's non- restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

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

6. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 10. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

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

1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
3. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate- income purchasers and those paid by market purchasers.
4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 13.

Section 11. Buyer Income Eligibility

1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80- 26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Borough Council, and subject to the Court's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.
3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

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

5. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Borough Council, and subject to Court's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.

6. A certified household that purchases a restricted ownership unit must occupy it as a certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of a hardship, to lease the restricted unit to another certified household for a period not to exceed one year. Violations of this provision shall be subject to the applicable enforcement provisions of Section 20 of this Ordinance.

Section 12. Limitations on Indebtedness Secured by Ownership Unit; Subordination

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

2. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

Section 13. Capital Improvements To Ownership Units

1. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

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

Section 14. Control Periods for Restricted Rental Units

1. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until Oceanport takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.
2. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Oceanport. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
3. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - a. Sublease or assignment of the lease of the unit;
 - b. Sale or other voluntary transfer of the ownership of the unit; or
 3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

Section 15. Rent Restrictions for Rental Units; Leases

1. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
2. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
3. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
4. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

Section 16. Tenant Income Eligibility

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
 - a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of the regional median household income by household size.
 - b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median household income by household size.
 - c. Moderate-income rental units shall be reserved for households with a gross

household income less than 80 percent of the regional median household income by household size.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to

N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

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

3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

Section 17. Municipal Housing Liaison

. The Borough of Oceanport shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for overseeing the Borough's affordable housing program, including overseeing the administration of affordability controls on the affordable units and the affirmative marketing of available affordable units in accordance with the Borough's Affirmative Marketing Plan; fulfilling monitoring and reporting requirements; and supervising Administrative Agent(s). Oceanport shall adopt an Ordinance creating the position of Municipal Housing Liaison and a Resolution appointing the person to fulfill the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.

2. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Oceanport, including the following responsibilities which may not be contracted out to the Administrative Agent:

- a. Serving as Oceanport's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
- b. Monitoring the status of all restricted units in Oceanport's Fair Share Plan;
- c. Compiling, verifying, submitting and posting all monitoring reports as required by the Court and by this Ordinance;

- d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and
- e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

3. Subject to the approval of the Court, the Borough of Oceanport shall designate one or more Administrative Agent(s) to administer and to affirmatively market the affordable units constructed in the Borough in accordance with UHAC and this Ordinance. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Court. The Operating Manual(s) shall be available for public inspection in the office of the Borough Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the work of the Administrative Agent(s).

Section 18. Administrative Agent

An Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality. *The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required.* The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

1. Affirmative Marketing:
 - a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Borough of Oceanport and the provisions of N.J.A.C. 5:80-26.15; and
 - b. Providing counseling or contracting to provide counseling services to low- and moderate- income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
2. Household Certification:
 - a. Soliciting, scheduling, conducting and following up on interviews with interested households;
 - b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate- income unit;
 - c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
 - d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;
 - e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;
 - f. Employing a random selection process as provided in the Affirmative Marketing Plan of the Borough of Oceanport when referring households for certification to affordable units; and
 - g. Notifying the following entities of the availability of affordable housing units in the Borough of Oceanport: Fair Share Housing Center, the New Jersey State Conference

of the NAACP, the Latino Action Network, STEPS, OCEAN Inc., the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch and Trenton branches of the NAACP, and the Supportive Housing Association.

3. Affordability Controls:

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

4. Resales and Re-rentals:

- a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental; and
- b. Instituting and maintaining an effective means of communicating information to low- (or very low-) and moderate-income households regarding the availability of restricted units for resale or re-rental.

5. Processing Requests from Unit Owners:

- a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;
- b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;
- c. Notifying the municipality of an owner's intent to sell a restricted unit; and
- d. Making determinations on requests by owners of restricted units for hardship waivers.

6. Enforcement:

- a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

- b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
 - c. Posting annually, in all rental properties (including two-family homes), a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;
 - d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
 - e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and
 - f. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Borough Council and the Court, setting forth procedures for administering the affordability controls.
7. Additional Responsibilities:
- a. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
 - b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.
 - c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

Section 19. Affirmative Marketing Requirements

1. The Borough of Oceanport shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 4 and is required to be followed throughout the period of restriction.
3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 4, comprised of Monmouth, Mercer and Ocean Counties.
4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the Borough of

Oceanport shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.

5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.

7. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.

8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.

9. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in Oceanport, and copies of the application forms, to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network STEPS, OCEAN Inc., the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch and Trenton branches of the NAACP, and the Supportive Housing Association.

10. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

Section 20. Enforcement of Affordable Housing Regulations

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

2. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

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

1) A fine of not more than \$500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation

continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

2) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Borough of Oceanport Affordable Housing Trust Fund of the gross amount of rent illegally collected;

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

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

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

2) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

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

4) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may

acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

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

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

Section 21. Appeals

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Court.

APPROVED ON FIRST READING

DATED: January 16, 2020


JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

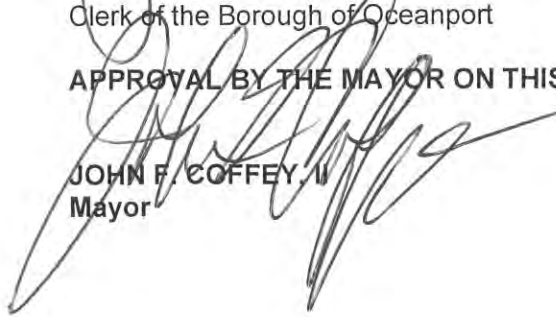
DATED: February 20, 2020


JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS

20th DAY OF February, 2020


JOHN F. COFFEY, II
Mayor



Appendix 8. Administrative Documentation



Appendix 8a: Municipal Housing Liaison Resolution

Administration Documentation

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTING A MUNICIPAL HOUSING LIAISON**

**Resolution #2020-85
02/20/20**

WHEREAS, on July 17, 2019 the Superior Court approved the Settlement Agreement between the Borough of Oceanport and Fair Share Housing Center (FSHC) which included the Borough's preliminary compliance measures; and

WHEREAS, on February 10, 2020, the Oceanport Borough's Planning Board adopted a Housing Element and Fair Share Plan that addresses the Borough's Rehabilitation Need, Prior Round and Third Round "fair share" obligations; and

WHEREAS, on February 20, 2020, the Borough Council held a properly-noticed public meeting to consider endorsing the Housing Element and Fair Share Plan adopted by the Planning Board on February 10, 2020 and, after consideration of any questions or concerns raised by members of the governing body or the public, the Borough Council determined that it is in the best interest of the Borough and the region's low- and moderate-income households to endorse said Housing Element and Fair Share Plan and to direct the Borough's professionals to file said Plan with the Court and to take any and all reasonable actions to secure a Judgment of Compliance and Repose approving said plan to protect the Borough from any Mount Laurel lawsuits; and

WHEREAS, pursuant to N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq., Oceanport is required to appoint a Municipal Housing Liaison for administration of Oceanport's Affordable Housing Program to enforce the requirements of N.J.A.C 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.; and

WHEREAS, Oceanport has amended Chapter 130 "Affordable Housing", providing Section 17, "Municipal Housing Liaison" to allow for the appointment of a Municipal Housing Liaison to administer Oceanport's Affordable Housing Program;

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Oceanport Borough in the County of Oceanport, and the State of New Jersey that Donna M. Phelps, Borough Administrator, is hereby appointed by the Governing Body of Oceanport Borough as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Chapter 130, Section 150-17 Oceanport Borough's Code.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Richard Gallo, Councilman
SECONDER:	Meghan Walker, Councilwoman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

I certify that the foregoing Resolution #2020-85 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020



JEANNE SMITH, RMC
BOROUGH CLERK



Appendix 8b: Administrative Agent Administration Documentation

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the Borough of Oceanport (hereinafter referred to as "Borough"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the Borough and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the Borough Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:


1. The term of the Agreement shall become effective as of the the 6th day of February, 2020 for a period of twelve (12) months, terminating at the close of business on the 5th day of February, 2021. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and Borough Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.

- d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.
4. CGP&H hereby represents to the Borough that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
 5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Borough of Oceanport during the period set forth herein above.
 6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Borough of Oceanport as evidenced by a duly adopted Resolution.
 7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Borough showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Borough of Oceanport harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
 8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Borough of Oceanport Council.

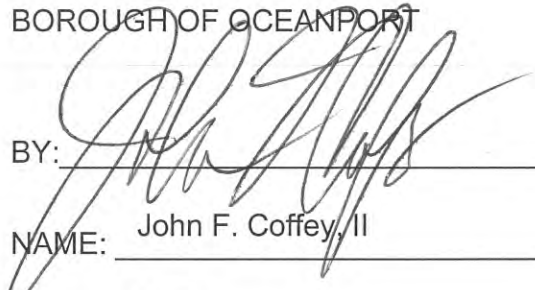
AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

BY: 
NAME: Jeanne Smith, RMC
TITLE: Borough Clerk

BOROUGH OF OCEANPORT

BY: 
NAME: John F. Coffey, II
TITLE: Mayor

DATE: 2/6/2020

WITNESS:

NAME: _____
TITLE: _____

CGP&H, LLC

NAME: Randall Gottesman, PP
TITLE: President
DATE: _____

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

CGP&H will provide the Borough of Oceanport with professional services for the purposes described in this proposal. CGP&H will only bill for services performed and the actual amount billed may be considerably less than the budgets presented in the tables below depending on the breadth of services requested by Oceanport.

A. ADMINISTRATIVE AGENT GENERAL SERVICES (Payable by Oceanport Borough)	
SERVICE PROVIDED	FEE EXPLANATION
1. Initial Program Setup (First Year Only)	Not-to-exceed \$2,000 in year one billed hourly at a rate of \$130 per hour for licensed professional planners and \$85 per hour for all other staff. This fee will not reoccur in subsequent years
2. General Day-to-Day Administrative Agent Services	Not-to-exceed \$4,000 billed hourly at a rate of \$130 per hour for licensed professional planners and \$85 per hour for all other staff.
3. Additional Advisory Services as requested by the Borough	Billed hourly at a rate of \$130 per hour for licensed professional planners and \$85 per hour for all other staff. Budget will depend on the breadth and scope of the services required by the Borough. CGP&H will not bill for any time under this line item without written authorization from the Borough.
4. Reimbursable Expenses	Up to \$200 per year.

A1. Initial Program Setup (First Year Only)

This includes but is not limited to creating an administrative agent operating manual, and creation of or revisions to a municipal Affirmative Marketing Plan, and any other activities related to the transition from the Borough's current Affordable Housing Professional to CGP&H.

A2. General Day-to-Day Administrative Agent Services

This includes creating and/or updating the Administrative Agent Operating Manual, and Affirmative Marketing Plan, if required. This also includes responding to general affordable housing inquiries, affirmative marketing, foreclosure prevention activities, and annual mailings to homeowners as well as preparing intent-to-sell packages and monitoring reports. It also includes advising Oceanport on affordable housing requirements for new developments.

A3. Additional Advisory Services as requested

These include special projects outside the scope of general administration including, but not limited to work related to the affordable units under the jurisdiction of the Fort Monmouth Economic Revitalization Authority (FMERA), group home research to document creditworthiness, or other special projects such as extension of controls or implementing an affordability assistance program. **CGP&H will not bill for any time under these services without written authorization from the Borough.**

A4. Reimbursable Expenses

Direct costs include annual mailings to homeowners and regional mailings conducted as part of required affirmative marketing. Excluded from this line item budget is the cost for mailings needed if the prior administrative agent is not able to provide CGP&H with emails for applicants on a waiting list or current affordable homeowners and renters, which will be paid by the Borough.

B. RENTAL AND OWNERSHIP FEES (<i>fees may be payable by Developer/Landlord</i>)		
SERVICE PROVIDED	FEE EXPLANATION	FEE PAID BY
1. Rental Fees	Flat fee of \$900/rental certification. No charge for applicants found to be ineligible. <i>No charge to prescreen applicants and referring as many applicants to landlord as needed to fill each vacancy.</i>	Developer/Landlord may pay fee. <i>Oceanport will help facilitate CGP&H going under contract with developers. Oceanport may pay this fee if Developer will not contract with CGP&H.</i>
2. Lease Renewal Fee	\$30 per lease renewal	Developer/Landlord may pay fee
3. Ownership Fees	For Resales: 3% of the sale price of the home for sales or minimum of \$2,500 \$175 flat fee to process refinancing request For New Development: Flat fee of \$2,000 (paid in two payments of \$1,000 at contract of sale and \$1,000 at closing)	Homeowner pays Resale and Refinancing Request Fees. Developer/Landlord pays for new development fee. <i>Oceanport will pay difference between 3% Resale fee and minimum of \$2,500 if fee paid by owner is less than \$2,500.</i>
4. Setup of New Projects	10 units or less: \$1,000 per new development Over 10 units: \$2,000 per new development	Developer/Landlord may pay fee
COST TO BOROUGH FOR THESE SERVICES	\$0.00 anticipated cost to Borough.	<i>The only exceptions to anticipated zero cost are the rare cases with resales selling for less than \$85,000 or in the case where a developer or landlord refuses to contract with CGP&H and the Borough pays the Developer fees.</i>

1. Rental Fees

CGP&H will contact the next applicant on the waiting list to prescreen them for eligibility, refer them to the landlord, and invite them to submit a full application. CGP&H will collect and review documentation from the applicant households to determine their eligibility. Eligibility determination fees do not include credit or background checks, which are generally done by the landlord. The Developer/Landlord may pay rental certification fees.

2. Lease Renewal Fee

CGP&H will advise the landlord of the maximum rental amount before each new lease is executed and we will review all executed leases and maintain copies in our files.

3. Ownership Fees

CGP&H will charge the seller a fee of 3 percent of the sales price to refer interested buyers, coordinate with both the seller and all interested applicants throughout the duration of the sale process, income certify prospective buyers, prepare the closing documents, attend closings whenever required, and perform other duties related to the closing. This fee is paid by the owner directly to CGP&H at closing. Due to the expansive services provided by CGP&H nearly all affordable housing sellers decide that they do not need to hire a realtor, thereby saving the seller a significant sales cost. CGP&H charges existing homeowners a fee of \$175 per request to process requests for subordination or home equity loans. This fee will be paid by the homeowner requesting the review. In the unusual event where the 3% fee comes in less than the minimum of \$2,500, CGP&H will be paid the difference by the Borough. For example, if a home sells for anything more than \$83,000, there is no municipal fee. However, if a home sold for example, at 75,000 dollars, that would provide a 3% fee of \$2,250, leaving a fee of \$250 to be paid by the Borough. If Oceanport prefers not to pass on any fees to the owner, all the fees described here can be paid by the Borough instead.

4. Set-up of New Projects

CGP&H will charge new developers for project set-up activities depending on the size of the project. Those with ten units or less will be charged \$1,000 per new development, while those with more than ten units will be charged \$2,000 per new development. This includes pricing of units, preparation of deed restriction, affirmative marketing, and all other set-up activities.

SCHEDULE B

N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the American with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

- j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE _____

TITLE PRESIDENT

DATE _____



Appendix 8c: Affirmative Marketing Plan

Administration Documentation

AFFIRMATIVE FAIR HOUSING MARKETING PLAN

For Borough of Oceanport in Monmouth County (**REGION 4**)

I. APPLICANT AND PROJECT INFORMATION

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

1a. Administrative Agent Name, Address, Phone Number Contact Name: Megan York - megan@cgph.net CGP&H LLC 1249 South River Road, Suite 301 Cranbury, NJ 08512		1b. Development or Program Name, Address N/A	
1c. Number of Affordable Units: N/A Number of Rental Units: N/A Number of For-Sale Units: N/A	1d. Price or Rental Range From N/A To	1e. State and Federal Funding Sources (if any) NONE	
1f. <input type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Occupancy:		
1h. County Mercer, Monmouth, Ocean	1i. Census Tract(s): N/A		
1j. Managing/Sales Agent's Name, Address, Phone Number N/A			
1k. Application Fees (if any): No application fee is charged to the applicant by the Administrative Agent.			

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

II. RANDOM SELECTION

<p>2. Describe the random selection process that will be used once applications are received.</p> <p style="text-align: center; margin: 20px 0;">REGIONAL PREFERENCE: There will be a preference for applicants who live and/or work in Housing Region 4 (Mercer, Monmouth, and Ocean Counties).</p> <p>1. RENTAL PROCESS:</p> <p style="margin-left: 40px;">A. An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by CGP&H on or before the initial deadline date, shall be deemed received on that date.</p> <p style="margin-left: 40px;">B. Households that apply for very low-income housing will be prescreened by CGP&H for preliminary income eligibility by comparing their total income and household size to the very low-income limits pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27-D-304 ("NJFHA"). Households that apply for low and moderate-income housing will be prescreened by CGP&H for preliminary income eligibility by comparing their total income and household size to the low and moderate-income limits pursuant to the Uniform Housing Affordability Controls, 5:80-26.1 et seq. ("UHAC"). All households will be notified as to their preliminary status.</p>
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- C. A drawing will be held under the direction of CGP&H to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a "first come, first served" basis.
- D. In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate-income unit available, or until all of the low and moderate-income units within the development have been rented.
- E. Final applications will be mailed by HAX to an adequate number of pre-qualified applicants, in priority order, for each available very low, low and moderate-income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.
- F. Completed final applications will be forwarded to CGP&H who will make a determination as to their eligibility for a low or moderate-income unit. Applicants will receive a letter from CGP&H with respect to the status of their application each time a review is performed.
- G. At the same time, applicants will also be subject to any criteria set forth by the Owner, pursuant to the Tenant Selection Criteria, attached. The criteria shall comply with all fair housing standards and be set forth in a policy statement made available to all applicants in the leasing office. The Owner will be responsible for the assessment of all criteria beyond the income and household size criteria set forth above.
- H. Subsequent to the initial rent-up period, a list of pre-qualified applicants will be maintained by CGP&H for each type of very low, low and moderate-income unit.

2. SALE PROCESS:

- A. An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by CGP&H, on or before the initial deadline date, shall be deemed received on that date.
- B. Households that apply for low and moderate income housing will be prescreened by CGP&H for preliminary income eligibility by comparing their total income and household size to the low and moderate income limits adopted by COAH or its successors and other program restrictions that may apply. All households will be notified as to their preliminary status.
- C. A drawing will be held under the direction of CGP&H to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a "first come, first served" basis after the applicants who were in the initial random selection.
- D. In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate income unit available, or until all of the low and moderate income units within the development have been sold.
- E. Final applications will be mailed by CGP&H to an adequate number of pre-qualified applicants, in priority order, for each available low and moderate income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.
- F. Completed final applications will be forwarded to CGP&H. CGP&H will make a determination as to their eligibility for a low or moderate income unit. Applicants will receive a letter from CGP&H with respect to the status of their application each time a review is performed.

- G. When submitting final applications, applicants will also be asked to provide a pre-qualification letter from a qualified lending institution.
- H. Certified applicants will be given 15 days to sign a sales agreement with the developer. Mortgage contingencies may not be an acceptable term of the agreement.
- I. The sales agreement may also limit closing to a reasonable time to be approved by CGP&H in advance of the process.

3. RESALE PROCESS:

- A. The Seller submits a Preliminary Notice with a copy of their recorded deed in order to determine the maximum resale price
- B. We will respond to the Seller in writing, explaining some of the details of the process and informing the Seller of the Maximum Sales Price (based on the change in median income as set forth by the New Jersey Dept. of Community Affairs) as well as the Maximum Income allowed for potential purchasers, as adjusted for family size. A form, entitled, "Notice of Intent to Sell", is attached.
- C. We will also send a "Notice of Availability" to households on our waiting list for an affordable home of the same size and income category. We will include about 20 copies of Preliminary Applications, specifically marked with the address of the affordable home at the top, to the Seller. The Notice will ask interested households to contact the Seller or their agent, directly, to make an appointment to see the affordable home within a two-week time frame. The Seller may want to prepare a flyer for us to distribute with our notice of availability. We reserve the right to limit the number of notices that are mailed, based on the chronological order in which the prequalified applications were received. If the notices are limited in this way, applicants receiving notices will have a priority over those who do not.
- D. With permission of the Seller, we automatically place a notification of the availability on NJHRC.gov. The Seller or their agent may also want to advertise. Ads should include the "Equal Housing Opportunity" logo and should be sent to our office for review prior to distribution.
- E. The Seller or their agent, upon showing the home, provides potential buyers with a copy of the Preliminary Application (which may be duplicated if necessary). All interested parties must receive a specially marked Preliminary Application, whether or not they have already submitted an application to our office or are on our waiting list. Also, the Seller or their agent must keep a record of the name, address and telephone number of everyone who viewed the home.
- F. At the end of the two-week time period, our office collects all of the Preliminary Applications submitted for a particular home. They are prioritized on the basis of a blind selection process or lottery. Preference may be given to households that can utilize all of the bedrooms, as well as handicap accommodations, when applicable.
- G. The first two applicants on the prioritized list are sent a letter which requires them to complete a final application within seven days.
- H. When an applicant is approved, the Seller may begin to negotiate a contract with the potential Buyer at this time, but there must be a contingency clause in the contract which voids the contract, without penalty to the buyer, if the potential buyer is not able to obtain financing within 30 days.
- I. The remaining applicants are maintained on the waiting list for this home or other homes in the same size and income categories. In the event that the potential buyer is not able and/or willing to purchase the affordable home, the next applicant on the prioritized list is notified pursuant to the process described above.
- J. When an applicant is in second priority position to purchase an affordable home (the *original* home), and another home of the same size and type in the same municipality (the *next* home) becomes available within 90 days of the lottery date of the *original* home, the applicant will have the option to transfer priority from the *original* home to the *next* home. The following conditions

will apply: This opportunity only applies to the *next* home of the same bedroom number and income category as the *original* home that becomes available within the 90-day period. This offer will be made only one time and only for the *next* home. It does not apply to other similar homes that become available. The applicant must have completed a final application and be pre-qualified for the *original* home in order to be considered. The applicant will be notified by phone that an alternate home is available. The applicant will then have 3 business days in which to view the *next* home and make the determination if he/she would like to pursue that purchase. If so, the applicant would relinquish the secondary priority position for the *original* home. Once the decision to transfer to the *next* home is made, the applicant cannot be reinstated to the secondary position for the *original* home if he/she is unable or unwilling to purchase the *next* home. Conversely, once the decision is made to remain in the secondary position for the *original* home, the applicant cannot then transfer to the *next* home if he/she is unable or unwilling to purchase the *original* home.

- K. The Seller must sell the affordable home with the same or comparable appliances and amenities that were in the home when it was first sold as an affordable home.
- L. The Seller may NOT charge more than the Maximum Selling Price for any reason, except the addition of a room, the installation of central air conditioning (where there was none before) or comparable upgrade, but ONLY with prior written approval from us. For the most part, condominiums in this program are NOT eligible for such upgrades and/or adjustments to the selling price. The cost of broker fees; municipal inspections and required repairs that may be necessary to receive a Certificate of Occupancy; new appliances, carpeting or other flooring upgrades; and decorating and remodeling projects are NOT eligible costs for an increase in the Maximum Sales Price.
- M. A copy of the Sales Contract must be submitted to our office prior to closing.
- N. During the final stages of the process, it will be necessary for the Buyer to make arrangement for the Affordable Housing Agreement and Mortgage Note to be satisfied with respect to the Seller and new documents filed with respect to the Buyer. Our office typically provides the Buyer's attorney with the name and phone number of the attorney who can address these issues.
- O. A copy of the HUD Closing Statement or Closing Disclosure form required by the TILA-RESPA Integrated Disclosure Rule, as appropriate, must be submitted to our office after the sale of the home.
- P. Note: We do not guarantee that the Buyer can sell an affordable home for the Maximum Sales Price. An affordable home is also susceptible to market conditions, and the Fair Market Value of an affordable home may be lower than the Maximum Selling Price. In this case, the Seller may not be able to sell the home for more than its Fair Market Value
- Q. This outline is meant to describe the process utilized prior to the expiration of the deed restrictions. It is not meant to be a legal representation of the rights or responsibilities of any party, nor is it meant to modify the Affordable Housing Agreement, Mortgage Note or other Deed Restrictions. Buyers and Sellers are encouraged to seek legal counsel for specific questions in this regard.
- R. Our office is available to both the Seller and the Buyer throughout the process to answer any questions that they may have.

III. MARKETING

3a. Direction of Marketing Activity: (: Based on demographic data from the 2010 census, this table provides a comparison of race and ethnic origin between the Housing Region 4 and the Borough of Oceanport. The most significant negative differences point to the greatest need for affirmative marketing. In this case, African Americans (-8.12%) and Hispanic (-2.53%) represent the clearest differences between the municipality and the region.

Subject	RACE							HISPANIC OR LATINO	
	Total population	Race alone or in combination with one or more other races: [4]						Total population	
		White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Some Other Race	Hispanic or Latino (of any race)	Not Hispanic or Latino
Mercer Co.	366,513	232,582	78,537	2,910	35,838	871	26,670	55,318	311,195
Monmouth	630,380	530,903	51,481	3,605	35,416	705	21,651	60,939	569,441
Ocean Co.	576,567	532,061	21,416	2,923	12,190	430	16,684	47,783	528,784
Region 4	1,573,460	1,295,546	151,434	9,438	83,444	2,006	65,005	164,040	1,409,420
% Region 4	100%	82.3%	9.6%	0.6%	5.3%	0.1%	4.1%	10.4%	89.6%
Oceanport	5,832	5,445	175	3	93	0	39	236	5,596
%Hazel	100%	93.4%	3.0%	0.1%	1.6%	0.00%	0.7%	4.0%	96.0%

Difference

11.1%

-6.6%

-0.5%

-3.4%

-0.1%

-3.4%

-6.4%

6.4%

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six percentages may add to more than 100 percent because individuals may report more than one race. Source: U.S. Census Bureau, 2010 Census of Population and Housing, Demographic Profile Summary File: Technical Documentation, 2011.

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

3b. Web Sites:

CGP&H (www.njhousing.gov) A proprietary online listing of affordable housing

HOUSING RESOURCE CENTER (www.NJHRC.gov) A free, online listing of affordable housing

Borough of Oceanport (www.oceanportboro.com) A link from the municipal website

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

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS PARTIAL HOUSING REGION 4			
Daily Newspaper			

X	Once at the start of the affirmative marketing process and as needed.	Trenton Times	Mercer
<input type="checkbox"/>		Trentonian	Mercer
X	Once at the start of the affirmative marketing process and as needed.	Asbury Park Press	Monmouth, Ocean
X	Once at the start of the affirmative marketing process and as needed.	Ocean County Observer	Ocean
Weekly Newspaper			
<input type="checkbox"/>		Ewing Observer	Mercer
<input type="checkbox"/>		Hopewell Valley News	Mercer
<input type="checkbox"/>		Lawrence Ledger	Mercer
<input type="checkbox"/>		Pennington Post	Mercer
<input type="checkbox"/>		Princeton Town Topics	Mercer
<input type="checkbox"/>		Tempo Mercer	Mercer
<input type="checkbox"/>		Trenton Downtowner	Mercer
<input type="checkbox"/>		Windsor Heights Herald	Mercer
<input type="checkbox"/>		West Windsor-Plainsboro News	Mercer, Middlesex
<input type="checkbox"/>		Princeton Packet	Mercer, Middlesex, Somerset
X	Once at the start of the affirmative marketing.	Messenger-Press	Mercer, Monmouth, Ocean
<input type="checkbox"/>		Hamilton Observer	Mercer
<input type="checkbox"/>		Atlanticville	Monmouth
<input type="checkbox"/>		Coaster	Monmouth
<input type="checkbox"/>		Courier	Monmouth
<input type="checkbox"/>		Examiner	Monmouth
<input type="checkbox"/>		Hub, The	Monmouth
<input type="checkbox"/>		Independent, The	Monmouth
<input type="checkbox"/>		News Transcript	Monmouth
<input type="checkbox"/>		Two River Times	Monmouth
X	Once at the start of the affirmative marketing.	Coast Star, The	Monmouth, Ocean
<input type="checkbox"/>		Beach Haven Times	Ocean
<input type="checkbox"/>		Beacon, The	Ocean

<input type="checkbox"/>		Berkeley Times	Ocean
<input type="checkbox"/>		Brick Bulletin	Ocean
<input type="checkbox"/>		Brick Times	Ocean
<input type="checkbox"/>		Jackson Times	Ocean
<input type="checkbox"/>		Lacey Beacon	Ocean
<input type="checkbox"/>		Manchester Times	Ocean
<input type="checkbox"/>		New Egypt Press	Ocean
<input type="checkbox"/>		Ocean County Journal	Ocean
<input type="checkbox"/>		Ocean Star, The	Ocean
<input type="checkbox"/>		Tri-Town News	Ocean
<input type="checkbox"/>		Tuckerton Beacon	Ocean
<input type="checkbox"/>		Atlantic Highlands Herald	Monmouth

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4			
<input type="checkbox"/>		2 WCBS-TV CBS Broadcasting Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		11 WPIX WPIX, Inc. (Tribune)	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
TARGETS PARTIAL HOUSING REGION 4			
<input type="checkbox"/>		25 W25AW WZBN TV, Inc.	Mercer

<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Mercer
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Mercer
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corp.	Mercer
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Mercer
<input type="checkbox"/>		41 WXTV WXTV License Partnership, G.P. (Univision Communications Inc.)	Mercer, Monmouth
<input type="checkbox"/>		3 KYW-TV CBS Broadcasting Inc.	Mercer, Ocean
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Mercer, Ocean
<input type="checkbox"/>		12 WHYI-TV WHYY, Inc.	Mercer, Ocean
<input type="checkbox"/>		17 WPHL-TV Tribune Company	Mercer, Ocean
<input type="checkbox"/>		23 WNJS New Jersey Public Broadcasting Authority	Mercer, Ocean
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Mercer, Ocean
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	Mercer, Ocean
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	Mercer, Ocean
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	Mercer, Ocean
<input type="checkbox"/>		57 WPSG CBS Broadcasting Inc.	Mercer, Ocean
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, LLC	Mercer, Ocean
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	Mercer, Ocean
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	Monmouth
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, LLC	Monmouth
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	Monmouth
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	Monmouth
<input type="checkbox"/>		68 WFUT-TV Univision New York LLC	Monmouth, Ocean (Spanish)
<input type="checkbox"/>		62 WWSI Hispanic Broadcasters of Philadelphia, LLC	Ocean

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL HOUSING REGION 4			
<input type="checkbox"/>		Cablevision of Hamilton	Partial Mercer, Monmouth
<input type="checkbox"/>		Comcast of Central NJ	Partial Mercer, Monmouth
<input type="checkbox"/>		Patriot Media & Communications, CNJ	Partial Mercer
<input type="checkbox"/>		Cablevision of Monmouth, Raritan Valley	Partial Monmouth
<input type="checkbox"/>		Comcast of Mercer County, Southeast Pennsylvania	Partial Middlesex
<input type="checkbox"/>		Comcast of Monmouth County	Partial Monmouth, Ocean
<input type="checkbox"/>		Comcast of Garden State, Long Beach Island, Ocean County, Toms River	Partial Ocean
TARGETS ENTIRE HOUSING REGION 4			
AM			
<input type="checkbox"/>		WWJZ 640	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
<input type="checkbox"/>		WPST 94.5	
FM			
X	Once at the start of the affirmative marketing.	WKXW-FM 101.5	
<input type="checkbox"/>		WPRB 103.3	
TARGETS PARTIAL HOUSING REGION 4			
AM			
<input type="checkbox"/>		WFIL 560	Mercer, Monmouth
<input type="checkbox"/>		WMCA 570	Monmouth, Ocean
<input type="checkbox"/>		WFAN 660	Mercer, Monmouth
<input type="checkbox"/>		WNYC 820	Mercer, Monmouth
<input type="checkbox"/>		WWBD 860	Mercer
<input type="checkbox"/>		WPHY 920	Mercer

<input type="checkbox"/>		WNTP 990	Mercer
<input type="checkbox"/>		WCHR 1040	Mercer
<input type="checkbox"/>		WOBM 1160	Monmouth, Ocean
<input type="checkbox"/>		WWTR 1170	Mercer
<input type="checkbox"/>		WPHT 1210	Mercer, Monmouth
<input type="checkbox"/>		WBUD 1260	Mercer, Monmouth
<input type="checkbox"/>		WIMG 1300	Mercer
<input type="checkbox"/>		WADB 1310	Monmouth, Ocean
<input type="checkbox"/>		WHTG 1410	Monmouth
<input type="checkbox"/>		WCTC 1450	Mercer, Monmouth
<input type="checkbox"/>		WBCB 1490	Mercer
<input type="checkbox"/>		WTTM 1680	Mercer, Monmouth
FM			
<input type="checkbox"/>		WNJT-FM 88.1	Mercer
<input type="checkbox"/>		WWFM 89.1	Mercer, Monmouth
<input type="checkbox"/>		WRDR 89.7	Monmouth, Ocean
<input type="checkbox"/>		WRTI 90.1	Mercer
<input type="checkbox"/>		WBJB-FM 90.5	Monmouth
<input type="checkbox"/>		WWNJ 91.1	Ocean
<input type="checkbox"/>		WTSR 91.3	Mercer
<input type="checkbox"/>		WBGD 91.9	Ocean
<input type="checkbox"/>		WFNY-FM 92.3	Mercer, Monmouth
<input type="checkbox"/>		WXTU 92.5	Mercer
<input type="checkbox"/>		WOBM-FM 92.7	Ocean
<input type="checkbox"/>		WPAT-FM 93.1	Mercer, Monmouth
<input type="checkbox"/>		WMMR 93.3	Mercer
<input type="checkbox"/>		WNYC-FM 93.9	Mercer, Monmouth
<input type="checkbox"/>		WYSP 94.1	Mercer
X	Once at the start of the affirmative marketing.	WJLK-FM 94.3	Monmouth, Ocean
<input type="checkbox"/>		WFME 94.7	Mercer, Monmouth
<input type="checkbox"/>		WZZO 95.1	Mercer

<input type="checkbox"/>		WPLJ 95.5	Mercer, Monmouth
<input type="checkbox"/>		WBEN-FM 95.7	Mercer
<input type="checkbox"/>		WRAT 95.9	Monmouth, Ocean
<input type="checkbox"/>		WCTO 96.1	Mercer
<input type="checkbox"/>		WQXR-FM 96.3	Mercer, Monmouth
<input type="checkbox"/>		WRDW-FM 96.5	Mercer
<input type="checkbox"/>		WQHT 97.1	Mercer, Monmouth
<input type="checkbox"/>		WSKQ-FM 97.9	Mercer, Monmouth
<input type="checkbox"/>		WOGL 98.1	Mercer
<input type="checkbox"/>		WMGQ 98.3	Mercer, Monmouth
<input type="checkbox"/>		WRKS 98.7	Mercer, Monmouth
<input type="checkbox"/>		WUSL 98.9	Mercer, Monmouth
<input type="checkbox"/>		WAWZ 99.1	Mercer, Monmouth
<input type="checkbox"/>		WBAI 99.5	Mercer, Monmouth
<input type="checkbox"/>		WJRZ-FM 100.1	Ocean
<input type="checkbox"/>		WHTZ 100.3	Mercer, Monmouth
<input type="checkbox"/>		WCBS-FM 101.1	Mercer, Monmouth
<input type="checkbox"/>		WQCD 101.9	Mercer, Monmouth
<input type="checkbox"/>		WIOQ 102.1	Mercer
<input type="checkbox"/>		WNEW 102.7	Mercer, Monmouth
<input type="checkbox"/>		WMGK 102.9	Mercer
<input type="checkbox"/>		WKTU 103.5	Mercer, Monmouth
<input type="checkbox"/>		WAXQ 104.3	Mercer, Monmouth
<input type="checkbox"/>		WWPR-FM 105.1	Mercer, Monmouth
<input type="checkbox"/>		WDAS-FM 105.3	Mercer, Monmouth
<input type="checkbox"/>		WCHR-FM 105.7	Ocean
<input type="checkbox"/>		WJJZ 106.1	Mercer, Monmouth
<input type="checkbox"/>		WHTG-FM 106.3	Monmouth, Ocean
<input type="checkbox"/>		WLTW 106.7	Mercer, Monmouth
<input type="checkbox"/>		WKDN 106.9	Mercer

<input type="checkbox"/>		WWZY 107.1	Monmouth, Ocean
<input type="checkbox"/>		WBLS 107.5	Mercer, Monmouth
<input type="checkbox"/>		WWPH 107.9	Mercer

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)				
		NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4				
Weekly				
X	Once at the start of the affirmative marketing.	Reporte Hispano	New Jersey	Spanish-Language
TARGETS PARTIAL HOUSING REGION 4				
Weekly				
<input type="checkbox"/>		New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>		El Hispano	Camden and Trenton areas	Spanish-Language
<input type="checkbox"/>		Ukrainian Weekly	New Jersey	Ukrainian community

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)			
DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION
Mercer County			
X	Once at the start of the affirmative marketing.	Mercer County Board of Education	1075 Old Trenton Rd, Trenton, NJ
X	Once at the start of the affirmative marketing.	Penn Medicine Princeton Medical Center	One Plainsboro Road, Plainsboro, NJ 08536
X	Once at the start of the affirmative marketing.	Mercer County Board of Realtors	1482 Brunswick Ave. Trenton, NJ
X	Once at the start of the affirmative marketing.	RWJ-Rehab	1400 Lower ferry Rd., Ewing, NJ 08638
X	Once at the start of the affirmative marketing.	Bristol-Myers Squibb	3401 Princeton Pike, Lawrence Twp., NJ 08648/100 Nassau Park Blvd. Princeton, NJ/3551 Lawrenceville-Princeton Rd., Lawrence Twp., NJ
X	Once at the start of the affirmative marketing.	St. Lawrence Rehabilitation Center	2381 Lawrenceville Rd, Lawrenceville, NJ
X	Once at the start of the affirmative marketing.	McGraw-Hill	120 Windsor Center Dr, East Windsor, NJ
X	Once at the start of the affirmative marketing.	Conair Corporation	150 Milford Rd, Hightstown, NJ
X	Once at the start of the affirmative marketing.	Shiseido America, Inc.	366 Princeton Hightstown Rd, East Windsor, NJ
X	Once at the start of the affirmative marketing.	NJ Manufacturers Insurance Company	301 Sullivan way, Trenton, NJ

X	Once at the start of the affirmative marketing.	Homasote	932 Lower Ferry Rd, Trenton, NJ
X	Once at the start of the affirmative marketing.	Robert Wood Johnson University Hospital	1 Hamilton Health Pl, Trenton, NJ
X	Once at the start of the affirmative marketing.	Congoleum Corp.	3500 Quakerbridge Rd, Mercerville, NJ
X	Once at the start of the affirmative marketing.	Coca-Cola Foods	480 Mercer St, Hightstown, NJ
X	Once at the start of the affirmative marketing.	Peddie School	111 Armellino Ct, Hightstown, NJ
X	Once at the start of the affirmative marketing.	Dana Communications	2 E Broad St, Hopewell, NJ
X	Once at the start of the affirmative marketing.	Perry Street Teen Post Center	522 Perry St., Trenton, NJ 08618
X	Once at the start of the affirmative marketing.	Janssen Pharmaceutical	1125 Trenton Harbourn Rd, Titusville, NJ
X	Once at the start of the affirmative marketing.	St. Francis Medical Center	601 Hamilton Avenue Trenton NJ 08629-1986
X	Once at the start of the affirmative marketing.	The Trenton Times	413 River View Plaza, Trenton, NJ
X	Once at the start of the affirmative marketing.	Gaum. Inc.	1080 US Highway 130, Robbinsville, NJ
X	Once at the start of the affirmative marketing.	Capital Health Regional Medical Center	750 Brunswick Ave. Trenton, NJ 08638
X	Once at the start of the affirmative marketing.	Capital Health-Hamilton	1445 Whitehorse-Mercerville Rd., Hamilton, NJ
X	Once at the start of the affirmative marketing.	Trenton Police Dept.-Police Director	225 N. Clinton Ave., Trenton, NJ 08609
X	Once at the start of the affirmative marketing.	Princeton University	33 Washington Rd. Princeton, NJ 08544
X	Once at the start of the affirmative marketing.	ETS	660 Rosedale Rd., Princeton, NJ 08540; 225 Phillips Blvd., Ewing, NJ 08628
X	Once at the start of the affirmative marketing.	Amazon Fulfillment Center	50 New Canton Way, Robbinsville, NJ 08691
X	Once at the start of the affirmative marketing.	Capital Health Hopewell	One Capital Way, Pennington, NJ 08534
Monmouth County			
X	Once at the start of the affirmative marketing.	Meridian Health System	1350 Campus Parkway Neptune
X	Once at the start of the affirmative marketing.	US Army Communications Electronics Command Fort Monmouth	CECOM Bldg 901 Murphy drive Fort Monmouth
X	Once at the start of the affirmative marketing.	Central State Healthcare Systems	901 West Main Street Freehold
X	Once at the start of the affirmative marketing.	Monmouth Medical Center	300 Second Ave Long Branch
X	Once at the start of the affirmative marketing.	Asbury Park Press	3601 Route 66 Neptune, NJ
X	Once at the start of the affirmative marketing.	Food Circus Super Markets, Inc.	835 Highway 35 PO BOX 278 Middletown, NJ
X	Once at the start of the affirmative marketing.	Monmouth University	Cedar Ave West Long Branch
X	Once at the start of the affirmative marketing.	Naval Weapons stations Earle	State Highway 34 Colts Neck, NJ
X	Once at the start of the affirmative marketing.	Norkus Enterprises, Inc.	505 Richmond Ave Point Pleasant, NJ
X	Once at the start of the affirmative marketing.	Horizon Blue Cross Blue Shield	1427 Wyckoff Road Farmingdale, NJ

X	Once at the start of the affirmative marketing.	RiverView Medical	1 Riverview Plaza, Red Bank, NJ
X	Once at the start of the affirmative marketing.	K. Hovnanian Hospital	1945 Rte. 33, Neptune, NJ 07753
X	Once at the start of the affirmative marketing.	Bayshore Community Hospital	725 N. Beers St., Holmdel, NJ
Ocean County			
X	Once at the start of the affirmative marketing.	Saint Barnabas Health Care System	300 2nd Ave Long Branch, NJ 07740
X	Once at the start of the affirmative marketing.	Six Flags Theme Parks Inc	Route 537 Jackson, NJ 08527
X	Once at the start of the affirmative marketing.	Ocean Medical	425 Jack Martin Blvd, Brick, NJ
X	Once at the start of the affirmative marketing.	Southern Ocean County Hospital	1140 Route 72 West, Manahawkin, NJ
X	Once at the start of the affirmative marketing.	Jackson Premium Outlets	537 Monmouth Rd., Jackson, NJ
X	Once at the start of the affirmative marketing.	Jenkinsons	300 Ocean Ave Pt. Pleasant Beach, NJ 08742
3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)			
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
See Attached		All	Once at the start of the affirmative marketing

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:																	
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)																	
	<table border="1"> <thead> <tr> <th>BUILDING</th> <th>LOCATION</th> </tr> </thead> <tbody> <tr> <td>X Mercer County Library Headquarters</td> <td>2751 Brunswick Pike, Lawrenceville, NJ 08648</td> </tr> <tr> <td>X Monmouth County Headquarters Library</td> <td>125 Symmes Drive, Manalapan, NJ 07726</td> </tr> <tr> <td>X Ocean County Library</td> <td>101 Washington Street, Toms River, NJ 08753</td> </tr> <tr> <td>X Mercer County Administration Bldg.</td> <td>640 South Broad Street, PO BOX 8068, Trenton, NJ 08650-0068</td> </tr> <tr> <td>X Ocean County Administration Bldg.</td> <td>101 Hooper Ave., Toms River, NJ 08753</td> </tr> <tr> <td>X County of Monmouth Hall of Records</td> <td>33 Mechanic St., Freehold, NJ 07728</td> </tr> <tr> <td>X Oceanport Borough Public Library</td> <td>8 Iroquois Avenue Oceanport, NJ 07757</td> </tr> </tbody> </table>	BUILDING	LOCATION	X Mercer County Library Headquarters	2751 Brunswick Pike, Lawrenceville, NJ 08648	X Monmouth County Headquarters Library	125 Symmes Drive, Manalapan, NJ 07726	X Ocean County Library	101 Washington Street, Toms River, NJ 08753	X Mercer County Administration Bldg.	640 South Broad Street, PO BOX 8068, Trenton, NJ 08650-0068	X Ocean County Administration Bldg.	101 Hooper Ave., Toms River, NJ 08753	X County of Monmouth Hall of Records	33 Mechanic St., Freehold, NJ 07728	X Oceanport Borough Public Library	8 Iroquois Avenue Oceanport, NJ 07757
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X Oceanport Borough Public Library	8 Iroquois Avenue Oceanport, NJ 07757																
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)																	
Borough of Oceanport 315 East Main Street Oceanport, NJ 07757 (732) 222-8221																	

Oceanport Borough Public Library 8 Iroquois Avenue Oceanport, NJ 07757 (732) 229-2626
4c. Sales/Rental Office for units (if applicable) N/A

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the Municipality's substantive certification.	
Kendra Lelie, PP, AICP, LLA	
_____ Name (Type or Print)	
Affordable Housing Planner/Oceanport Borough	
_____ Title/Municipality	

Signature	February 20, 2020 _____ Date

Mary Frances McFadden, Director
Ocean County Board of Social Services
1027 Hooper Avenue
Toms River, NJ 08753

Monmouth County
Division of Social Services
3000 Kozloski Road
Freehold, NJ 07728

Rainbow Foundation
15 Cherry Tree Farm Rd.
New Monmouth, NJ 07748

O.C.E.A.N., Inc
PO Box 1029
Toms River, NJ 08754

Homes Now, Inc
2141 Route 88 East
Suite 1
Brick, NJ 08724

Mercer County Board of Social Services
200 Woolverton Street
PO Box 1450
Trenton, NJ 08650-2099

Crisis Ministry of Princeton
123 E Hanover St.
Trenton, NJ 08608

Love INC
PO Box 847
Eatontown, NJ 07724

Salvation Army, Trenton Office
436 Mulberry Street
Trenton, NJ 08608

Catholic Charities, Diocese of Trenton
383 West State Street
Trenton, NJ 08607-1423

Habitat for Humanity – Trenton Area
601 North Clinton Avenue
Trenton, NJ 08638-3446

Homefront
1880 Princeton Avenue
Lawrenceville, NJ 08648

Isles, Inc
10 Wood Street
Trenton, NJ 08618

Lawrence Non-Profit Housing, Inc
175 Johnson Avenue
Lawrenceville, NJ 08648-3453

Princeton Community Housing, Inc
245 Nassau Street
Princeton, NJ 08540

Project Freedom, Inc
223 Hutchinson Road
Robbinsville, NJ 08691

Trenton ACORN
395 W. State Street
2nd Floor
Trenton, NJ 08618

Monmouth County Office on Aging
21 Main and Court Center
Freehold, NJ 07728

Mercer County Office on Aging
640 S.Broad Street
PO Box 8068
Trenton, NJ 08650

Homes For All, Inc
7 Heyers Street
Toms River, NJ 08753

Hispanic Affairs & Resource Center
12 Throckmorton St.
Freehold, NJ 07728

Alternatives, Inc
600 First Avenue
Raritan, NJ 08869

Collaborative Support Programs of NJ
11 Spring Street
Freehold, NJ 07728

Urban League
P.O. Box 7208
Trenton, NJ 08628

HAB Core, Inc
PO Box 2361
Red Bank, NJ 07701

Interfaith Neighbors, Inc
810 Fourth Avenue
Asbury Park, NJ 07712

Ocean Community Economic
Action Now, Inc
40 Washington Street
PO Box 1029
Toms River, NJ 08753

YMCA
431 Pennington Ave.
Trenton, NJ 08615

Monmouth County Comm. Devel.
Halls of Records Annex
One East Main Street
Freehold, NJ 07728

Fair Share Housing Center
510 Park Blvd.
Cherry Hill, NJ 08002

American Red Cross
201 Hooper Ave.
Toms River, NJ 08753

Berkeley Housing Authority
44 Frederick Drive
Bayville, NJ 08721

Brick Housing Authority
165 Chambers Bridge Road
Bricktown, NJ 07732

Hightstown Housing Authority
131 Rogers Avenue
Hightstown, NJ 08520

Princeton Housing Authority
50 Clay Street
Princeton, NJ 08542

Trenton Housing Authority
875 New Willow Street
Trenton, NJ 08638

Hamilton Township Housing Authority
2090 Greenwood Avenue
PO Box 00150
Hamilton, NJ 08650

Red Bank Housing Authority
52 Evergreen Terrace
Red Bank, NJ 07701

Asbury Park Housing Authority
1000 ½ 3rd Avenue
Asbury Park, NJ 07712

Belmar Housing Authority
710 8th Avenue
Belmar, NJ 07719

Freehold Housing Authority
107 Throckmorton Street
Freehold, NJ 08723

Highlands Housing Authority
215 Shore Drive
Highlands, NJ 07732

Keansburg Housing Authority
1 Church Street
Keansburg, NJ 07734

Long Branch Housing Authority
Garfield Court
Long Branch, NJ 07740

Middletown Housing Authority
1 Oakdale Drive
Middletown, NJ 07748

Neptune Housing Authority
1810 Alberta Avenue
Neptune, NJ 07753

Dover Housing Authority
215 E. Blackwell Street
Dover, NJ 07801

Lakewood Housing Authority
317 Sampson Avenue
Lakewood, NJ 08701

NJ State Conference of the NAACP
4326 Harbor Beach Blvd. #775
Brigantine, NJ 08203

NAACP-Asbury Park/Neptune Branch
Attn: Adrienne Sanders
PO Box 1143
Asbury Park, NJ 07712

Bayshore NAACP
Attn: Jeffrey Carter
PO Box 865
Matawan, NJ 07747

Greater Freehold NAACP
Attn: Earl Fulcher
PO Box 246
Marlboro, NJ 07746

Greater Long Branch NAACP
Attn: Lorenzo Dangler
PO Box 4725
Long Branch, NJ 07740

Greater Red Bank NAACP
Attn: Rev. Henry Davis
PO Box 2147
Red Bank, NJ 07701-2147

NAACP-Ocean Cty./Lakewood Branch
Attn: Fred Rush
PO Box 836
Lakewood, NJ 08701

NAACP Toms River Branch
Attn: Bahiyyah Abdullah
PO Box 5144
Toms River, NJ 08754

Trenton NAACP
Attn: Jonette Smart
PO Box 1355
Trenton, NJ 08608

NJ NAACP State Office
13 West Front Street
Trenton, NJ 08608

Latino Action Network
PO Box 943
Freehold, NJ 07728

Hollowbrook Community Center
320 Hollowbrook Drive
Ewing, NJ 08693

**Mercer County Board of Realtors
1428 Brunswick Ave.
Trenton, NJ 08638**

**Monmouth County Assoc. of Realtors
One Hovchild Plaza
4000 Rt. 66
Tinton Falls, NJ 07753**

**Ocean County Board of Realtors
271 Lakehurst Rd.
Toms River, NJ 08753**

**Architects Housing Co., Inc.
215 E. Front St.
Trenton, NJ 08611**

**Monmouth Cty. Housing & Econ. Devel.
31 E. Main St.
Freehold, NJ 07728**

**Ocean Cty. Housing Assistance Office
Div. of Housing & Community Devel.
129 Hooper Ave.
Toms River, NJ 08754**

**Mercer Cty. Housing Assistance Office
140 East Front St.
Trenton, NJ 08607**

**Monmouth Cty. Housing Assistance Office
101 Main St.
Room 102-A
Eatontown, NJ 07724**

**Lutheran Social Ministries of NJ
6 Terri Lane
Suite 300
Burlington, NJ 08016**

**Shorelites Housing Corp.
131 Oakland St.
Red bank, NJ 07701**

**Mercer County Hispanic Association
18 6th Ave.
Trenton, NJ 08619**

**Affordable Housing Alliance
59 Broad St.
Eatontown, NJ 07724**

**Salvation Army, Trenton Office
436 Mulberry St.
Trenton, NJ 08608**

**Supportive Housing Association of NJ
185 Valley street
South Orange, NJ 07079**

**STEPS
PO Box 728
Toms River, NJ 08754-0728**

AFFIRMATIVE FAIR HOUSING MARKETING PLAN

For Borough of Oceanport in Monmouth County (**REGION 4**)

I. APPLICANT AND PROJECT INFORMATION

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

1a. Administrative Agent Name, Address, Phone Number Contact Name: Elizabeth Knox - eknox@njhmfa.gov Housing Affordability Services NJHMFA -637 South Clinton Avenue - PO Box 18550 -Trenton, NJ 08650		1b. Development or Program Name, Address N/A	
1c. Number of Affordable Units: N/A Number of Rental Units: N/A Number of For-Sale Units: N/A	1d. Price or Rental Range From N/A To	1e. State and Federal Funding Sources (if any) NONE	
1f. <input type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Occupancy:		
1h. County Mercer, Monmouth, Ocean	1i. Census Tract(s): N/A		
1j. Managing/Sales Agent's Name, Address, Phone Number N/A			
1k. Application Fees (if any): No application fee is charged to the applicant by the Administrative Agent.			

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

II. RANDOM SELECTION

<p>2. Describe the random selection process that will be used once applications are received.</p> <p style="text-align: center; margin: 20px 0;">REGIONAL PREFERENCE: There will be a preference for applicants who live and/or work in Housing Region 4 (Mercer, Monmouth, and Ocean Counties).</p> <p>1. RENTAL PROCESS:</p> <p>A. An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by HAS on or before the initial deadline date, shall be deemed received on that date.</p> <p>B. Households that apply for very low-income housing will be prescreened by HAS for preliminary income eligibility by comparing their total income and household size to the very low-income limits pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27-D-304 ("NJFHA"). Households that apply for low and moderate-income housing will be prescreened by HAS for preliminary income eligibility by comparing their total income and household size to the low and moderate-income limits pursuant to the Uniform Housing Affordability Controls, 5:80-26.1 et seq. ("UHAC"). All households will be notified as to their preliminary status.</p>
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- C. A drawing will be held under the direction of HAS to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a "first come, first served" basis.
- D. In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate-income unit available, or until all of the low and moderate-income units within the development have been rented.
- E. Final applications will be mailed by HAX to an adequate number of pre-qualified applicants, in priority order, for each available very low, low and moderate-income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.
- F. Completed final applications will be forwarded to HAS. HAS will make a determination as to their eligibility for a low or moderate-income unit. Applicants will receive a letter from HAS with respect to the status of their application each time a review is performed.
- G. At the same time, applicants will also be subject to any criteria set forth by the Owner, pursuant to the Tenant Selection Criteria, attached. The criteria shall comply with all fair housing standards and be set forth in a policy statement made available to all applicants in the leasing office. The Owner will be responsible for the assessment of all criteria beyond the income and household size criteria set forth above.
- H. Subsequent to the initial rent-up period, a list of pre-qualified applicants will be maintained by HAS for each type of very low, low and moderate-income unit.

2. SALE PROCESS:

- A. An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by HAS, on or before the initial deadline date, shall be deemed received on that date.
- B. Households that apply for low and moderate income housing will be prescreened by HAS for preliminary income eligibility by comparing their total income and household size to the low and moderate income limits adopted by COAH or its successors and other program restrictions that may apply. All households will be notified as to their preliminary status.
- C. A drawing will be held under the direction of HAS to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a "first come, first served" basis after the applicants who were in the initial random selection.
- D. In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate income unit available, or until all of the low and moderate income units within the development have been sold.
- E. Final applications will be mailed by HAS to an adequate number of pre-qualified applicants, in priority order, for each available low and moderate income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.
- F. Completed final applications will be forwarded to HAS. HAS will make a determination as to their eligibility for a low or moderate income unit. Applicants will receive a letter from HAS with respect to the status of their application each time a review is performed.

- G. When submitting final applications, applicants will also be asked to provide a pre-qualification letter from a qualified lending institution.
- H. Certified applicants will be given 15 days to sign a sales agreement with the developer. Mortgage contingencies may not be an acceptable term of the agreement.
- I. The sales agreement may also limit closing to a reasonable time to be approved by HAS in advance of the process.

3. RESALE PROCESS:

- A. The Seller submits a Preliminary Notice with a copy of their recorded deed in order to determine the maximum resale price
- B. We will respond to the Seller in writing, explaining some of the details of the process and informing the Seller of the Maximum Sales Price (based on the change in median income as set forth by the New Jersey Dept. of Community Affairs) as well as the Maximum Income allowed for potential purchasers, as adjusted for family size. A form, entitled, "Notice of Intent to Sell", is attached.
- C. We will also send a "Notice of Availability" to households on our waiting list for an affordable home of the same size and income category. We will include about 20 copies of Preliminary Applications, specifically marked with the address of the affordable home at the top, to the Seller. The Notice will ask interested households to contact the Seller or their agent, directly, to make an appointment to see the affordable home within a two-week time frame. The Seller may want to prepare a flyer for us to distribute with our notice of availability. We reserve the right to limit the number of notices that are mailed, based on the chronological order in which the prequalified applications were received. If the notices are limited in this way, applicants receiving notices will have a priority over those who do not.
- D. With permission of the Seller, we automatically place a notification of the availability on NJHRC.gov. The Seller or their agent may also want to advertise. Ads should include the "Equal Housing Opportunity" logo and should be sent to our office for review prior to distribution.
- E. The Seller or their agent, upon showing the home, provides potential buyers with a copy of the Preliminary Application (which may be duplicated if necessary). All interested parties must receive a specially marked Preliminary Application, whether or not they have already submitted an application to our office or are on our waiting list. Also, the Seller or their agent must keep a record of the name, address and telephone number of everyone who viewed the home.
- F. At the end of the two-week time period, our office collects all of the Preliminary Applications submitted for a particular home. They are prioritized on the basis of a blind selection process or lottery. Preference may be given to households that can utilize all of the bedrooms, as well as handicap accommodations, when applicable.
- G. The first two applicants on the prioritized list are sent a letter which requires them to complete a final application within seven days.
- H. When an applicant is approved, the Seller may begin to negotiate a contract with the potential Buyer at this time, but there must be a contingency clause in the contract which voids the contract, without penalty to the buyer, if the potential buyer is not able to obtain financing within 30 days.
- I. The remaining applicants are maintained on the waiting list for this home or other homes in the same size and income categories. In the event that the potential buyer is not able and/or willing to purchase the affordable home, the next applicant on the prioritized list is notified pursuant to the process described above.
- J. When an applicant is in second priority position to purchase an affordable home (the *original* home), and another home of the same size and type in the same municipality (the *next* home) becomes available within 90 days of the lottery date of the *original* home, the applicant will have the option to transfer priority from the *original* home to the *next* home. The following conditions

will apply: This opportunity only applies to the *next* home of the same bedroom number and income category as the *original* home that becomes available within the 90-day period. This offer will be made only one time and only for the *next* home. It does not apply to other similar homes that become available. The applicant must have completed a final application and be pre-qualified for the *original* home in order to be considered. The applicant will be notified by phone that an alternate home is available. The applicant will then have 3 business days in which to view the *next* home and make the determination if he/she would like to pursue that purchase. If so, the applicant would relinquish the secondary priority position for the *original* home. Once the decision to transfer to the *next* home is made, the applicant cannot be reinstated to the secondary position for the *original* home if he/she is unable or unwilling to purchase the *next* home. Conversely, once the decision is made to remain in the secondary position for the *original* home, the applicant cannot then transfer to the *next* home if he/she is unable or unwilling to purchase the *original* home.

- K. The Seller must sell the affordable home with the same or comparable appliances and amenities that were in the home when it was first sold as an affordable home.
- L. The Seller may NOT charge more than the Maximum Selling Price for any reason, except the addition of a room, the installation of central air conditioning (where there was none before) or comparable upgrade, but ONLY with prior written approval from us. For the most part, condominiums in this program are NOT eligible for such upgrades and/or adjustments to the selling price. The cost of broker fees; municipal inspections and required repairs that may be necessary to receive a Certificate of Occupancy; new appliances, carpeting or other flooring upgrades; and decorating and remodeling projects are NOT eligible costs for an increase in the Maximum Sales Price.
- M. A copy of the Sales Contract must be submitted to our office prior to closing.
- N. During the final stages of the process, it will be necessary for the Buyer to make arrangement for the Affordable Housing Agreement and Mortgage Note to be satisfied with respect to the Seller and new documents filed with respect to the Buyer. Our office typically provides the Buyer's attorney with the name and phone number of the attorney who can address these issues.
- O. A copy of the HUD Closing Statement or Closing Disclosure form required by the TILA-RESPA Integrated Disclosure Rule, as appropriate, must be submitted to our office after the sale of the home.
- P. Note: We do not guarantee that the Buyer can sell an affordable home for the Maximum Sales Price. An affordable home is also susceptible to market conditions, and the Fair Market Value of an affordable home may be lower than the Maximum Selling Price. In this case, the Seller may not be able to sell the home for more than its Fair Market Value
- Q. This outline is meant to describe the process utilized prior to the expiration of the deed restrictions. It is not meant to be a legal representation of the rights or responsibilities of any party, nor is it meant to modify the Affordable Housing Agreement, Mortgage Note or other Deed Restrictions. Buyers and Sellers are encouraged to seek legal counsel for specific questions in this regard.
- R. Our office is available to both the Seller and the Buyer throughout the process to answer any questions that they may have.

III. MARKETING

3a. Direction of Marketing Activity: (: Based on demographic data from the 2010 census, this table provides a comparison of race and ethnic origin between the Housing Region 4 and the Borough of Oceanport. The most significant negative differences point to the greatest need for affirmative marketing. In this case, African Americans (-8.12%) and Hispanic (-2.53%) represent the clearest differences between the municipality and the region.

Subject	RACE							HISPANIC OR LATINO	
	Total population	Race alone or in combination with one or more other races: [4]						Total population	
		White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Some Other Race	Hispanic or Latino (of any race)	Not Hispanic or Latino
Mercer Co.	366,513	232,582	78,537	2,910	35,838	871	26,670	55,318	311,195
Monmouth	630,380	530,903	51,481	3,605	35,416	705	21,651	60,939	569,441
Ocean Co.	576,567	532,061	21,416	2,923	12,190	430	16,684	47,783	528,784
Region 4	1,573,460	1,295,546	151,434	9,438	83,444	2,006	65,005	164,040	1,409,420
% Region 4	100%	82.3%	9.6%	0.6%	5.3%	0.1%	4.1%	10.4%	89.6%
Oceanport	5,832	5,445	175	3	93	0	39	236	5,596
%Hazel	100%	93.4%	3.0%	0.1%	1.6%	0.00%	0.7%	4.0%	96.0%

Difference

11.1%

-6.6%

-0.5%

-3.4%

-0.1%

-3.4%

-6.4%

6.4%

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six percentages may add to more than 100 percent because individuals may report more than one race. Source: U.S. Census Bureau, 2010 Census of Population and Housing, Demographic Profile Summary File: Technical Documentation, 2011.

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

3b. Web Sites:

Housing Affordability Service (www.njhousing.gov/dca/hmfa/about/has) A proprietary online listing of affordable housing
HOUSING RESOURCE CENTER (www.NJHRC.gov) A free, online listing of affordable housing
Borough of Oceanport (www.oceanportboro.com) A link from the municipal website

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

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS PARTIAL HOUSING REGION 4			
Daily Newspaper			

X	Once at the start of the affirmative marketing process and as needed.	Trenton Times	Mercer
<input type="checkbox"/>		Trentonian	Mercer
X	Once at the start of the affirmative marketing process and as needed.	Asbury Park Press	Monmouth, Ocean
X	Once at the start of the affirmative marketing process and as needed.	Ocean County Observer	Ocean
Weekly Newspaper			
<input type="checkbox"/>		Ewing Observer	Mercer
<input type="checkbox"/>		Hopewell Valley News	Mercer
<input type="checkbox"/>		Lawrence Ledger	Mercer
<input type="checkbox"/>		Pennington Post	Mercer
<input type="checkbox"/>		Princeton Town Topics	Mercer
<input type="checkbox"/>		Tempo Mercer	Mercer
<input type="checkbox"/>		Trenton Downtowner	Mercer
<input type="checkbox"/>		Windsor Heights Herald	Mercer
<input type="checkbox"/>		West Windsor-Plainsboro News	Mercer, Middlesex
<input type="checkbox"/>		Princeton Packet	Mercer, Middlesex, Somerset
X	Once at the start of the affirmative marketing.	Messenger-Press	Mercer, Monmouth, Ocean
<input type="checkbox"/>		Hamilton Observer	Mercer
<input type="checkbox"/>		Atlanticville	Monmouth
<input type="checkbox"/>		Coaster	Monmouth
<input type="checkbox"/>		Courier	Monmouth
<input type="checkbox"/>		Examiner	Monmouth
<input type="checkbox"/>		Hub, The	Monmouth
<input type="checkbox"/>		Independent, The	Monmouth
<input type="checkbox"/>		News Transcript	Monmouth
<input type="checkbox"/>		Two River Times	Monmouth
X	Once at the start of the affirmative marketing.	Coast Star, The	Monmouth, Ocean
<input type="checkbox"/>		Beach Haven Times	Ocean
<input type="checkbox"/>		Beacon, The	Ocean

<input type="checkbox"/>		Berkeley Times	Ocean
<input type="checkbox"/>		Brick Bulletin	Ocean
<input type="checkbox"/>		Brick Times	Ocean
<input type="checkbox"/>		Jackson Times	Ocean
<input type="checkbox"/>		Lacey Beacon	Ocean
<input type="checkbox"/>		Manchester Times	Ocean
<input type="checkbox"/>		New Egypt Press	Ocean
<input type="checkbox"/>		Ocean County Journal	Ocean
<input type="checkbox"/>		Ocean Star, The	Ocean
<input type="checkbox"/>		Tri-Town News	Ocean
<input type="checkbox"/>		Tuckerton Beacon	Ocean
<input type="checkbox"/>		Atlantic Highlands Herald	Monmouth

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4			
<input type="checkbox"/>		2 WCBS-TV CBS Broadcasting Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		11 WPIX WPIX, Inc. (Tribune)	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
TARGETS PARTIAL HOUSING REGION 4			
<input type="checkbox"/>		25 W25AW WZBN TV, Inc.	Mercer

<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Mercer
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Mercer
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corp.	Mercer
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Mercer
<input type="checkbox"/>		41 WXTV WXTV License Partnership, G.P. (Univision Communications Inc.)	Mercer, Monmouth
<input type="checkbox"/>		3 KYW-TV CBS Broadcasting Inc.	Mercer, Ocean
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Mercer, Ocean
<input type="checkbox"/>		12 WHYI-TV WHYY, Inc.	Mercer, Ocean
<input type="checkbox"/>		17 WPHL-TV Tribune Company	Mercer, Ocean
<input type="checkbox"/>		23 WNJS New Jersey Public Broadcasting Authority	Mercer, Ocean
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Mercer, Ocean
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	Mercer, Ocean
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	Mercer, Ocean
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	Mercer, Ocean
<input type="checkbox"/>		57 WPSG CBS Broadcasting Inc.	Mercer, Ocean
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, LLC	Mercer, Ocean
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	Mercer, Ocean
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	Monmouth
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, LLC	Monmouth
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	Monmouth
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	Monmouth
<input type="checkbox"/>		68 WFUT-TV Univision New York LLC	Monmouth, Ocean (Spanish)
<input type="checkbox"/>		62 WWSI Hispanic Broadcasters of Philadelphia, LLC	Ocean

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL HOUSING REGION 4			
<input type="checkbox"/>		Cablevision of Hamilton	Partial Mercer, Monmouth
<input type="checkbox"/>		Comcast of Central NJ	Partial Mercer, Monmouth
<input type="checkbox"/>		Patriot Media & Communications, CNJ	Partial Mercer
<input type="checkbox"/>		Cablevision of Monmouth, Raritan Valley	Partial Monmouth
<input type="checkbox"/>		Comcast of Mercer County, Southeast Pennsylvania	Partial Middlesex
<input type="checkbox"/>		Comcast of Monmouth County	Partial Monmouth, Ocean
<input type="checkbox"/>		Comcast of Garden State, Long Beach Island, Ocean County, Toms River	Partial Ocean
TARGETS ENTIRE HOUSING REGION 4			
AM			
<input type="checkbox"/>		WWJZ 640	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
<input type="checkbox"/>		WPST 94.5	
FM			
X	Once at the start of the affirmative marketing.	WKXW-FM 101.5	
<input type="checkbox"/>		WPRB 103.3	
TARGETS PARTIAL HOUSING REGION 4			
AM			
<input type="checkbox"/>		WFIL 560	Mercer, Monmouth
<input type="checkbox"/>		WMCA 570	Monmouth, Ocean
<input type="checkbox"/>		WFAN 660	Mercer, Monmouth
<input type="checkbox"/>		WNYC 820	Mercer, Monmouth
<input type="checkbox"/>		WWBD 860	Mercer
<input type="checkbox"/>		WPHY 920	Mercer

<input type="checkbox"/>		WNTP 990	Mercer
<input type="checkbox"/>		WCHR 1040	Mercer
<input type="checkbox"/>		WOBM 1160	Monmouth, Ocean
<input type="checkbox"/>		WWTR 1170	Mercer
<input type="checkbox"/>		WPHT 1210	Mercer, Monmouth
<input type="checkbox"/>		WBUD 1260	Mercer, Monmouth
<input type="checkbox"/>		WIMG 1300	Mercer
<input type="checkbox"/>		WADB 1310	Monmouth, Ocean
<input type="checkbox"/>		WHTG 1410	Monmouth
<input type="checkbox"/>		WCTC 1450	Mercer, Monmouth
<input type="checkbox"/>		WBCB 1490	Mercer
<input type="checkbox"/>		WTTM 1680	Mercer, Monmouth
FM			
<input type="checkbox"/>		WNJT-FM 88.1	Mercer
<input type="checkbox"/>		WWFM 89.1	Mercer, Monmouth
<input type="checkbox"/>		WRDR 89.7	Monmouth, Ocean
<input type="checkbox"/>		WRTI 90.1	Mercer
<input type="checkbox"/>		WBJB-FM 90.5	Monmouth
<input type="checkbox"/>		WWNJ 91.1	Ocean
<input type="checkbox"/>		WTSR 91.3	Mercer
<input type="checkbox"/>		WBGD 91.9	Ocean
<input type="checkbox"/>		WFNY-FM 92.3	Mercer, Monmouth
<input type="checkbox"/>		WXTU 92.5	Mercer
<input type="checkbox"/>		WOBM-FM 92.7	Ocean
<input type="checkbox"/>		WPAT-FM 93.1	Mercer, Monmouth
<input type="checkbox"/>		WMMR 93.3	Mercer
<input type="checkbox"/>		WNYC-FM 93.9	Mercer, Monmouth
<input type="checkbox"/>		WYSP 94.1	Mercer
X	Once at the start of the affirmative marketing.	WJLK-FM 94.3	Monmouth, Ocean
<input type="checkbox"/>		WFME 94.7	Mercer, Monmouth
<input type="checkbox"/>		WZZO 95.1	Mercer

<input type="checkbox"/>		WPLJ 95.5	Mercer, Monmouth
<input type="checkbox"/>		WBEN-FM 95.7	Mercer
<input type="checkbox"/>		WRAT 95.9	Monmouth, Ocean
<input type="checkbox"/>		WCTO 96.1	Mercer
<input type="checkbox"/>		WQXR-FM 96.3	Mercer, Monmouth
<input type="checkbox"/>		WRDW-FM 96.5	Mercer
<input type="checkbox"/>		WQHT 97.1	Mercer, Monmouth
<input type="checkbox"/>		WSKQ-FM 97.9	Mercer, Monmouth
<input type="checkbox"/>		WOGL 98.1	Mercer
<input type="checkbox"/>		WMGQ 98.3	Mercer, Monmouth
<input type="checkbox"/>		WRKS 98.7	Mercer, Monmouth
<input type="checkbox"/>		WUSL 98.9	Mercer, Monmouth
<input type="checkbox"/>		WAWZ 99.1	Mercer, Monmouth
<input type="checkbox"/>		WBAI 99.5	Mercer, Monmouth
<input type="checkbox"/>		WJRZ-FM 100.1	Ocean
<input type="checkbox"/>		WHTZ 100.3	Mercer, Monmouth
<input type="checkbox"/>		WCBS-FM 101.1	Mercer, Monmouth
<input type="checkbox"/>		WQCD 101.9	Mercer, Monmouth
<input type="checkbox"/>		WIOQ 102.1	Mercer
<input type="checkbox"/>		WNEW 102.7	Mercer, Monmouth
<input type="checkbox"/>		WMGK 102.9	Mercer
<input type="checkbox"/>		WKTU 103.5	Mercer, Monmouth
<input type="checkbox"/>		WAXQ 104.3	Mercer, Monmouth
<input type="checkbox"/>		WWPR-FM 105.1	Mercer, Monmouth
<input type="checkbox"/>		WDAS-FM 105.3	Mercer, Monmouth
<input type="checkbox"/>		WCHR-FM 105.7	Ocean
<input type="checkbox"/>		WJJZ 106.1	Mercer, Monmouth
<input type="checkbox"/>		WHTG-FM 106.3	Monmouth, Ocean
<input type="checkbox"/>		WLTW 106.7	Mercer, Monmouth
<input type="checkbox"/>		WKDN 106.9	Mercer

<input type="checkbox"/>		WWZY 107.1	Monmouth, Ocean
<input type="checkbox"/>		WBLS 107.5	Mercer, Monmouth
<input type="checkbox"/>		WWPH 107.9	Mercer

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)				
		NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4				
Weekly				
X	Once at the start of the affirmative marketing.	Reporte Hispano	New Jersey	Spanish-Language
TARGETS PARTIAL HOUSING REGION 4				
Weekly				
<input type="checkbox"/>		New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>		El Hispano	Camden and Trenton areas	Spanish-Language
<input type="checkbox"/>		Ukrainian Weekly	New Jersey	Ukrainian community

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)			
DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY		LOCATION
Mercer County			
X	Once at the start of the affirmative marketing.	Mercer County Board of Education	1075 Old Trenton Rd, Trenton, NJ
X	Once at the start of the affirmative marketing.	Penn Medicine Princeton Medical Center	One Plainsboro Road, Plainsboro, NJ 08536
X	Once at the start of the affirmative marketing.	Mercer County Board of Realtors	1482 Brunswick Ave. Trenton, NJ
X	Once at the start of the affirmative marketing.	RWJ-Rehab	1400 Lower ferry Rd., Ewing, NJ 08638
X	Once at the start of the affirmative marketing.	Bristol-Myers Squibb	3401 Princeton Pike, Lawrence Twp., NJ 08648/100 Nassau Park Blvd. Princeton, NJ/3551 Lawrenceville-Princeton Rd., Lawrence Twp., NJ
X	Once at the start of the affirmative marketing.	St. Lawrence Rehabilitation Center	2381 Lawrenceville Rd, Lawrenceville, NJ
X	Once at the start of the affirmative marketing.	McGraw-Hill	120 Windsor Center Dr, East Windsor, NJ
X	Once at the start of the affirmative marketing.	Conair Corporation	150 Milford Rd, Hightstown, NJ
X	Once at the start of the affirmative marketing.	Shiseido America, Inc.	366 Princeton Hightstown Rd, East Windsor, NJ
X	Once at the start of the affirmative marketing.	NJ Manufacturers Insurance Company	301 Sullivan way, Trenton, NJ

X	Once at the start of the affirmative marketing.	Homasote	932 Lower Ferry Rd, Trenton, NJ
X	Once at the start of the affirmative marketing.	Robert Wood Johnson University Hospital	1 Hamilton Health Pl, Trenton, NJ
X	Once at the start of the affirmative marketing.	Congoleum Corp.	3500 Quakerbridge Rd, Mercerville, NJ
X	Once at the start of the affirmative marketing.	Coca-Cola Foods	480 Mercer St, Hightstown, NJ
X	Once at the start of the affirmative marketing.	Peddie School	111 Armellino Ct, Hightstown, NJ
X	Once at the start of the affirmative marketing.	Dana Communications	2 E Broad St, Hopewell, NJ
X	Once at the start of the affirmative marketing.	Perry Street Teen Post Center	522 Perry St., Trenton, NJ 08618
X	Once at the start of the affirmative marketing.	Janssen Pharmaceutical	1125 Trenton Harbourn Rd, Titusville, NJ
X	Once at the start of the affirmative marketing.	St. Francis Medical Center	601 Hamilton Avenue Trenton NJ 08629-1986
X	Once at the start of the affirmative marketing.	The Trenton Times	413 River View Plaza, Trenton, NJ
X	Once at the start of the affirmative marketing.	Gaum. Inc.	1080 US Highway 130, Robbinsville, NJ
X	Once at the start of the affirmative marketing.	Capital Health Regional Medical Center	750 Brunswick Ave. Trenton, NJ 08638
X	Once at the start of the affirmative marketing.	Capital Health-Hamilton	1445 Whitehorse-Mercerville Rd., Hamilton, NJ
X	Once at the start of the affirmative marketing.	Trenton Police Dept.-Police Director	225 N. Clinton Ave., Trenton, NJ 08609
X	Once at the start of the affirmative marketing.	Princeton University	33 Washington Rd. Princeton, NJ 08544
X	Once at the start of the affirmative marketing.	ETS	660 Rosedale Rd., Princeton, NJ 08540; 225 Phillips Blvd., Ewing, NJ 08628
X	Once at the start of the affirmative marketing.	Amazon Fulfillment Center	50 New Canton Way, Robbinsville, NJ 08691
X	Once at the start of the affirmative marketing.	Capital Health Hopewell	One Capital Way, Pennington, NJ 08534
Monmouth County			
X	Once at the start of the affirmative marketing.	Meridian Health System	1350 Campus Parkway Neptune
X	Once at the start of the affirmative marketing.	US Army Communications Electronics Command Fort Monmouth	CECOM Bldg 901 Murphy drive Fort Monmouth
X	Once at the start of the affirmative marketing.	Central State Healthcare Systems	901 West Main Street Freehold
X	Once at the start of the affirmative marketing.	Monmouth Medical Center	300 Second Ave Long Branch
X	Once at the start of the affirmative marketing.	Asbury Park Press	3601 Route 66 Neptune, NJ
X	Once at the start of the affirmative marketing.	Food Circus Super Markets, Inc.	835 Highway 35 PO BOX 278 Middletown, NJ
X	Once at the start of the affirmative marketing.	Monmouth University	Cedar Ave West Long Branch
X	Once at the start of the affirmative marketing.	Naval Weapons stations Earle	State Highway 34 Colts Neck, NJ
X	Once at the start of the affirmative marketing.	Norkus Enterprises, Inc.	505 Richmond Ave Point Pleasant, NJ
X	Once at the start of the affirmative marketing.	Horizon Blue Cross Blue Shield	1427 Wyckoff Road Farmingdale, NJ

X	Once at the start of the affirmative marketing.	RiverView Medical	1 Riverview Plaza, Red Bank, NJ
X	Once at the start of the affirmative marketing.	K. Hovnanian Hospital	1945 Rte. 33, Neptune, NJ 07753
X	Once at the start of the affirmative marketing.	Bayshore Community Hospital	725 N. Beers St., Holmdel, NJ
Ocean County			
X	Once at the start of the affirmative marketing.	Saint Barnabas Health Care System	300 2nd Ave Long Branch, NJ 07740
X	Once at the start of the affirmative marketing.	Six Flags Theme Parks Inc	Route 537 Jackson, NJ 08527
X	Once at the start of the affirmative marketing.	Ocean Medical	425 Jack Martin Blvd, Brick, NJ
X	Once at the start of the affirmative marketing.	Southern Ocean County Hospital	1140 Route 72 West, Manahawkin, NJ
X	Once at the start of the affirmative marketing.	Jackson Premium Outlets	537 Monmouth Rd., Jackson, NJ
X	Once at the start of the affirmative marketing.	Jenkinsons	300 Ocean Ave Pt. Pleasant Beach, NJ 08742
3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)			
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
See Attached		All	Once at the start of the affirmative marketing

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:	
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)	
	BUILDING
X	Mercer County Library Headquarters
X	Monmouth County Headquarters Library
X	Ocean County Library
X	Mercer County Administration Bldg.
X	Ocean County Administration Bldg.
X	County of Monmouth Hall of Records
X	Oceanport Borough Public Library
	LOCATION
	2751 Brunswick Pike, Lawrenceville, NJ 08648
	125 Symmes Drive, Manalapan, NJ 07726
	101 Washington Street, Toms River, NJ 08753
	640 South Broad Street, PO BOX 8068, Trenton, NJ 08650-0068
	101 Hooper Ave., Toms River, NJ 08753
	33 Mechanic St., Freehold, NJ 07728
	8 Iroquois Avenue Oceanport, NJ 07757
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)	
Borough of Oceanport 315 East Main Street Oceanport, NJ 07757 (732) 222-8221	

Oceanport Borough Public Library 8 Iroquois Avenue Oceanport, NJ 07757 (732) 229-2626
4c. Sales/Rental Office for units (if applicable) N/A

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the Municipality's substantive certification.	
Kendra Lelie, PP, AICP, LLA	
_____ Name (Type or Print)	
Affordable Housing Planner/Oceanport Borough	
_____ Title/Municipality	
_____ Signature	
November 20, 2019 _____ Date	

Mary Frances McFadden, Director
Ocean County Board of Social Services
1027 Hooper Avenue
Toms River, NJ 08753

Monmouth County
Division of Social Services
3000 Kozloski Road
Freehold, NJ 07728

Rainbow Foundation
15 Cherry Tree Farm Rd.
New Monmouth, NJ 07748

O.C.E.A.N., Inc
PO Box 1029
Toms River, NJ 08754

Homes Now, Inc
2141 Route 88 East
Suite 1
Brick, NJ 08724

Mercer County Board of Social Services
200 Woolverton Street
PO Box 1450
Trenton, NJ 08650-2099

Crisis Ministry of Princeton
123 E Hanover St.
Trenton, NJ 08608

Love INC
PO Box 847
Eatontown, NJ 07724

Salvation Army, Trenton Office
436 Mulberry Street
Trenton, NJ 08608

Catholic Charities, Diocese of Trenton
383 West State Street
Trenton, NJ 08607-1423

Habitat for Humanity – Trenton Area
601 North Clinton Avenue
Trenton, NJ 08638-3446

Homefront
1880 Princeton Avenue
Lawrenceville, NJ 08648

Isles, Inc
10 Wood Street
Trenton, NJ 08618

Lawrence Non-Profit Housing, Inc
175 Johnson Avenue
Lawrenceville, NJ 08648-3453

Princeton Community Housing, Inc
245 Nassau Street
Princeton, NJ 08540

Project Freedom, Inc
223 Hutchinson Road
Robbinsville, NJ 08691

Trenton ACORN
395 W. State Street
2nd Floor
Trenton, NJ 08618

Monmouth County Office on Aging
21 Main and Court Center
Freehold, NJ 07728

Mercer County Office on Aging
640 S.Broad Street
PO Box 8068
Trenton, NJ 08650

Homes For All, Inc
7 Heyers Street
Toms River, NJ 08753

Hispanic Affairs & Resource Center
12 Throckmorton St.
Freehold, NJ 07728

Alternatives, Inc
600 First Avenue
Raritan, NJ 08869

Collaborative Support Programs of NJ
11 Spring Street
Freehold, NJ 07728

Urban League
P.O. Box 7208
Trenton, NJ 08628

HAB Core, Inc
PO Box 2361
Red Bank, NJ 07701

Interfaith Neighbors, Inc
810 Fourth Avenue
Asbury Park, NJ 07712

Ocean Community Economic
Action Now, Inc
40 Washington Street
PO Box 1029
Toms River, NJ 08753

YMCA
431 Pennington Ave.
Trenton, NJ 08615

Monmouth County Comm. Devel.
Halls of Records Annex
One East Main Street
Freehold, NJ 07728

Fair Share Housing Center
510 Park Blvd.
Cherry Hill, NJ 08002

American Red Cross
201 Hooper Ave.
Toms River, NJ 08753

Berkeley Housing Authority
44 Frederick Drive
Bayville, NJ 08721

Brick Housing Authority
165 Chambers Bridge Road
Bricktown, NJ 07732

Hightstown Housing Authority
131 Rogers Avenue
Hightstown, NJ 08520

Princeton Housing Authority
50 Clay Street
Princeton, NJ 08542

Trenton Housing Authority
875 New Willow Street
Trenton, NJ 08638

Hamilton Township Housing Authority
2090 Greenwood Avenue
PO Box 00150
Hamilton, NJ 08650

Red Bank Housing Authority
52 Evergreen Terrace
Red Bank, NJ 07701

Asbury Park Housing Authority
1000 ½ 3rd Avenue
Asbury Park, NJ 07712

Belmar Housing Authority
710 8th Avenue
Belmar, NJ 07719

Freehold Housing Authority
107 Throckmorton Street
Freehold, NJ 08723

Highlands Housing Authority
215 Shore Drive
Highlands, NJ 07732

Keansburg Housing Authority
1 Church Street
Keansburg, NJ 07734

Long Branch Housing Authority
Garfield Court
Long Branch, NJ 07740

Middletown Housing Authority
1 Oakdale Drive
Middletown, NJ 07748

Neptune Housing Authority
1810 Alberta Avenue
Neptune, NJ 07753

Dover Housing Authority
215 E. Blackwell Street
Dover, NJ 07801

Lakewood Housing Authority
317 Sampson Avenue
Lakewood, NJ 08701

NJ State Conference of the NAACP
4326 Harbor Beach Blvd. #775
Brigantine, NJ 08203

NAACP-Asbury Park/Neptune Branch
Attn: Adrienne Sanders
PO Box 1143
Asbury Park, NJ 07712

Bayshore NAACP
Attn: Jeffrey Carter
PO Box 865
Matawan, NJ 07747

Greater Freehold NAACP
Attn: Earl Fulcher
PO Box 246
Marlboro, NJ 07746

Greater Long Branch NAACP
Attn: Lorenzo Dangler
PO Box 4725
Long Branch, NJ 07740

Greater Red Bank NAACP
Attn: Rev. Henry Davis
PO Box 2147
Red Bank, NJ 07701-2147

NAACP-Ocean Cty./Lakewood Branch
Attn: Fred Rush
PO Box 836
Lakewood, NJ 08701

NAACP Toms River Branch
Attn: Bahiyyah Abdullah
PO Box 5144
Toms River, NJ 08754

Trenton NAACP
Attn: Jonette Smart
PO Box 1355
Trenton, NJ 08608

NJ NAACP State Office
13 West Front Street
Trenton, NJ 08608

Latino Action Network
PO Box 943
Freehold, NJ 07728

Hollowbrook Community Center
320 Hollowbrook Drive
Ewing, NJ 08693

**Mercer County Board of Realtors
1428 Brunswick Ave.
Trenton, NJ 08638**

**Monmouth County Assoc. of Realtors
One Hovchild Plaza
4000 Rt. 66
Tinton Falls, NJ 07753**

**Ocean County Board of Realtors
271 Lakehurst Rd.
Toms River, NJ 08753**

**Architects Housing Co., Inc.
215 E. Front St.
Trenton, NJ 08611**

**Monmouth Cty. Housing & Econ. Devel.
31 E. Main St.
Freehold, NJ 07728**

**Ocean Cty. Housing Assistance Office
Div. of Housing & Community Devel.
129 Hooper Ave.
Toms River, NJ 08754**

**Mercer Cty. Housing Assistance Office
140 East Front St.
Trenton, NJ 08607**

**Monmouth Cty. Housing Assistance Office
101 Main St.
Room 102-A
Eatontown, NJ 07724**

**Lutheran Social Ministries of NJ
6 Terri Lane
Suite 300
Burlington, NJ 08016**

**Shorelites Housing Corp.
131 Oakland St.
Red bank, NJ 07701**

**Mercer County Hispanic Association
18 6th Ave.
Trenton, NJ 08619**

**Affordable Housing Alliance
59 Broad St.
Eatontown, NJ 07724**

**Salvation Army, Trenton Office
436 Mulberry St.
Trenton, NJ 08608**

**Supportive Housing Association of NJ
185 Valley street
South Orange, NJ 07079**

**STEPS
PO Box 728
Toms River, NJ 08754-0728**



Appendix 8d: Affirmative Marketing Plan Resolution

Administration Documentation

**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
ADOPTION OF AN AFFIRMATIVE MARKETING PLAN FOR THE BOROUGH
OF OCEANPORT**

**Resolution #2020-83
02/20/20**

WHEREAS, the Borough of Oceanport's Housing Element and Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.), the New Jersey Uniform Housing Affordability Controls ("UHAC") (N.J.A.C. 5:80-26.1 et. seq.) and the Council on Affordable Housing ("COAH") Rules (N.J.A.C. 5:93-1, et. seq.); and

WHEREAS, in accordance with applicable COAH Rules and the provisions of UHAC, the Borough of OCEANPORT is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created or re-rented through rehabilitation, are affirmatively marketed to very low, low- and moderate- income households, particularly those living and/or working within Housing Region 4, the Housing Region encompassing the Borough of Oceanport;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey, do hereby adopt the Affirmative Marketing Plan set forth as attached hereto.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Meghan Walker, Councilwoman
SECONDER:	Bryan Keeshen, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

I certify that the foregoing Resolution #2020-83 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020



JEANNE SMITH, RMC
BOROUGH CLERK



Appendix 9. Trust Fund Documentation



Appendix 9a: Development Fee Ordinance

Trust Fund Documentation

ORDINANCE #1020

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY REPEALING AND REPLACING CHAPTER 390 ARTICLE X "DEVELOPMENT FEES" OF THE BOROUGH OF OCEANPORT TO PROVIDE FOR THE COLLECTION OF DEVELOPMENT FEES IN SUPPORT OF AFFORDABLE HOUSING AS PERMITTED BY THE NEW JERSEY FAIR HOUSING ACT

WHEREAS, the Borough filed a declaratory judgment action captioned In the Matter of the Application of the Borough of Oceanport, Superior Court of New Jersey, Law Division-Monmouth County, Docket No. MON-L-2528-15 (the "Mt. Laurel Litigation") following the New Jersey Supreme Court's decision in the matter of In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, wherein the Supreme Court directed that municipalities were required to file declaratory judgment actions in the Superior Court to evaluate compliance with their *Mount Laurel* obligations in order to maintain immunity from builder's remedy litigation; and

WHEREAS, the Court appointed Michael P. Bolan, P.P. , AICP to serve as the Special Master in the Mt. Laurel Litigation to advise the Court and the parties on affordable housing compliance issues; and

WHEREAS, the Fair Share Housing Center ("FSHC") is a Supreme Court designated interested party in this Mt. Laurel Litigation to advocate on behalf of low and moderate income households in the State of New Jersey and the County of Monmouth; and

WHEREAS, the Borough entered into a Settlement Agreement on May 17, 2019 with FSHC which established the Borough's affordable housing obligation for the time period 1999-2025 and the Court entered an Order of Fairness and Compliance on July 19, 2019 which approved the Settlement Agreement subject to certain conditions of compliance which need to be approved by the Borough prior to the Final Compliance Hearing at which time the Borough will receive Judgment of Compliance and Repose protecting the Borough from builder's remedy litigation through July 1, 2025; and

WHEREAS, one of the Court's condition of compliance includes updating the Borough's development fee ordinance;

WHEREAS, In Holmdel Builder's Association v. Holmdel Borough, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and the State Constitution, subject to the adoption of Rules by the Council on Affordable Housing (COAH); and

WHEREAS, 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 was 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 were under the jurisdiction of COAH and that are now before a court of competent jurisdiction and have a Court-approved Spending Plan may retain fees collected from non-residential development;

WHEREAS, the Borough Council of the Borough Oceanport believes it is in the best interest of the Borough of Oceanport to comply with the Court's Order and adopt an updated development fee ordinance in accordance with applicable law.

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of the Borough of Oceanport, Monmouth County, New Jersey, that the Code of the Borough of Oceanport is hereby amended to include the following provisions regulating the collection and disposition of mandatory development fees to be used in connection with the Borough's affordable housing programs, as directed by the Superior

Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

Purpose

This Ordinance establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

Basic Requirements

- A. This Ordinance shall not be effective until approved by the Court.
- B. The Borough of Oceanport shall not spend development fees until the Court has approved a plan for spending such fees (Spending Plan).

Definitions

The following terms, as used in this Ordinance, shall have the following meanings:

"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 housing development.

"COAH" or the "Council" means the New Jersey Council on Affordable Housing established under the Fair Housing Act.

"Development fee" means money paid by a developer for the improvement of property as authorized by Holmdel Builder's Association v. Holmdel Borough, 121 N.J. 550 (1990) and the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, et seq., and regulated by applicable COAH Rules.

"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.

"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).

"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.

Residential Development Fees

- A. Imposition of Fees
 - 1) Within the Borough of Oceanport, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for all new residential development provided no increased density is permitted.

Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

- 2) When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a "bonus" development fee of six percent (6%) percent of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. 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 Developments

- 1) Affordable housing developments and/or developments where the developer has made a payment in lieu of on-site construction of affordable units, if permitted by Ordinance or by Agreement with the Borough of Oceanport, shall be exempt from the payment of development fees.
- 2) Developments that have received preliminary or final site plan approval prior to the adoption of this Ordinance and any preceding Ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where site plan approval is not applicable, the issuance of a Zoning Permit and/or Construction Permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the Development Fee Ordinance in effect on the date that the Construction Permit is issued.
- 3) Any repair, reconstruction or improvement of a structure, the cost of which is less than 50% of the market value of the structure before the improvement or repair is started. For purpose of this section, "market value" shall mean the equalized assessed value of the existing improvement as established by the Borough Tax Assessor. The cost of the repair, reconstruction or improvements shall be determined by an itemized construction cost estimate prepared and submitted to the Construction Official. The estimate shall be signed and sealed by an architect or professional engineer licensed by the State of New Jersey, or where no such professionals are retained, signed by the contractor or the homeowner. Where prepared by the homeowner or contractor, the Borough Engineer may review such estimates for accuracy. "Substantial improvement" is considered to commence when the first alteration of any wall, floor or other structural part of the building commences, whether or not the alteration affects the external dimensions of the structure. The term does not, however, include either:
 - (a) Any project for improvement of a structure to comply with existing state or local building, fire, health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or
 - (b) Any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the

same lot that was or will be demolished, unless the owner resided in the previous dwelling for a period of one year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.

- 4) Structural alterations that do not increase gross floor area of a building or structure or increase the equalized assessed value of a property shall be exempted from paying a development fee.
- 5) Nonprofit organizations constructing residential projects which have received tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, providing current evidence of that status is submitted to the Municipal Clerk, together with a certification that services of the organization are provided at reduced rates to those who establish an inability to pay existing charges, shall be exempted from paying a development fee.
- 6) Federal, state, county and local governments shall be exempted from paying a development fee.
- 7) Homes replaced as a result of a natural disaster, fire or flood shall be exempt from the payment of a development fee. (This exemption applies only for the owner of record at the time of the fire, flood, or natural disaster.)

5. Non-Residential Development Fees

A. Imposition of Fees

- 1) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, 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.
- 2) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, 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.
- 3) 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 improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, and such calculation shall be made at the time a 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

- 1) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to a two and a half percent (2.5%) development fee, unless otherwise exempted below.

- 2) The two and a half percent (2.5%) development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.
- 3) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.
- 4) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as 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 for the non-residential development, whichever is later.
- 5) 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 the Borough of Oceanport as a lien against the real property of the owner.
- 6) Federal, state, county and local governments constructing nonresidential housing shall be exempted from paying a development fee.

6. Collection Procedures

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a Construction 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 Construction Permit shall notify the Borough Tax Assessor of the issuance of the first Construction Permit for a development which is subject to a development fee.
- D. Within 90 days of receipt of such notification, the Borough Tax Assessor shall prepare an estimate of the equalized assessed value of the development based on the plans filed.
- E. The Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the Borough Tax Assessor of any and all requests for the

scheduling of a final inspection on a property which is subject to a development fee.

- F. Within 10 business days of a request for the scheduling of a final inspection, the Borough Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- G. Should the Borough of Oceanport 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. Except as provided in Section 5.A.3) hereinabove, fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the 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 the Borough of Oceanport. 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 the Borough of Oceanport. 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 Affordable Housing Trust Fund to be maintained by the Chief Financial Officer of the Borough of Oceanport 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 a fraction of an affordable unit, where permitted by Ordinance or by Agreement with the Borough of Oceanport;

- 2) Funds contributed by developers to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached dwelling unit 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 Oceanport's affordable housing program.
- C. In the event of a failure by the Borough of Oceanport to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Borough of Oceanport, or, if not practicable, then within the County or the Housing Region.
- Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund or impose such other remedies as may be reasonable and appropriate to the circumstances.
- D. Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

8. Use of Funds

- A. The expenditure of all funds shall conform to a Spending Plan approved by the Court. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by the Court to address the Borough of Oceanport'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; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; 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; and/or any other activity permitted by the Court and specified in the approved Spending Plan.

- B. Funds shall not be expended to reimburse the Borough of Oceanport for past housing activities.
- C. At least 30 percent of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to very low-, 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 very low-income households earning 30 percent or less of the regional median household income by household size for Housing Region 2, in which Oceanport is located.
 - 1) 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. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.
 - 2) Affordability assistance to households earning 30 percent or less of the regional median household income by household size 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. The specific programs to be used for very low income affordability assistance shall be identified and described within the Spending Plan.
 - 3) Payments in lieu of constructing affordable housing units on site, if permitted by Ordinance or by Agreement with the Borough of Oceanport, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- D. The Borough of Oceanport may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance.
- 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 consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program or a rehabilitation program.
 - 1) In the case of a rehabilitation program, the administrative costs of the rehabilitation program shall be included as part of the 20 percent of collected development fees that may be expended on administration.
 - 2) Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the Court's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or related to securing or appealing a judgment from the

Court are not eligible uses of the Affordable Housing Trust Fund.

9. Monitoring

The Borough of Oceanport shall provide annual reporting of Affordable Housing Trust Fund activity to the State of New Jersey, Department of Community Affairs, Council on Affordable Housing or Local Government Services or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the Borough), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from Borough owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with Oceanport's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

10. Ongoing Collection of Fees

- A. The ability for the Borough of Oceanport to impose, collect and expend development fees shall expire with the expiration of the repose period covered by its Judgment of Compliance unless the Borough of Oceanport has first filed an adopted Housing Element and Fair Share Plan with the Court or with a designated State administrative agency, has petitioned for a Judgment of Compliance from the Court or for Substantive Certification or its equivalent from a State administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.
- B. If the Borough of Oceanport fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing 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).
- C. The Borough of Oceanport shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance, nor shall the Borough of Oceanport retroactively impose a development fee on such a development. The Borough of Oceanport also shall not expend any of its collected development fees after the expiration of its Judgment of Compliance.

APPROVED ON FIRST READING

DATED: January 16, 2020


JEANNE SMITH

Clerk of the Borough of Oceanport

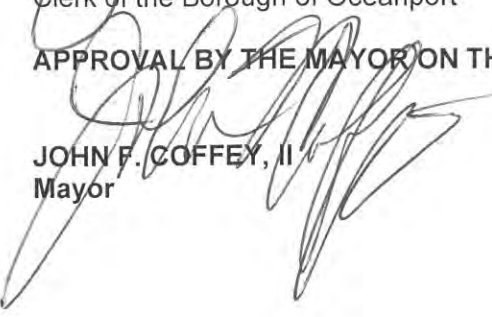
ADOPTED ON SECOND READING

DATED: February 20, 2020


JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS 20th DAY OF February, 2020


JOHN F. COFFEY, II
Mayor



Appendix 9b: Spending Plan

Trust Fund Documentation

INTRODUCTION

On May 26, 2005, Oceanport Holdings filed an exclusionary zoning lawsuit against the Borough. The plaintiff sought to construct 60 units on Block 1, Lot 18 and Block 61, Lot 6 in a six-story building. Pursuant to a dispositive motion filed by the Borough, Judge Coogan dismissed the plaintiff's complaint. The Planning Board adopted a third round housing element and fair share plan in October 2005 (the "2005 Plan") and submitted it to Superior Court as part of a request for a Judgment of Compliance and an Order of Repose.

On December 7, 2007, the Appellate Division reversed the trial judge's dismissal in a reported opinion entitled *Oceanport Holding, L.L.C. v. Borough of Oceanport*, 396 N.J. Super. 622 (App. Div. 2007). Consequently, the Appellate Division remanded the case to the trial judge for further processing.

On December 18, 2008, in response to COAH's publication of new proposed round three regulations on January 22, 2008, the Borough Planning Board adopted the Amended Third Round Housing Element and Fair Share Plan (the "2008 Plan"). The Borough Council endorsed the 2008 Plan on the same day. The Borough then submitted the 2008 Plan to the Court and sought its approval of same. The 2008 Plan found that the Oceanport Holdings site was not necessary to satisfy the Borough's affordable housing obligation and it was therefore not included as an affordable housing site.

Subsequent to adoption of the 2008 Plan, the Borough entered confidential settlement discussions with the plaintiff through the assistance of a court-appointed special master. The Borough and Plaintiff worked towards an agreement. In anticipation that the negotiations would culminate in a Settlement Agreement, on October 14, 2009, the Borough Planning Board adopted the Amendment to the Amended Third Round Housing Element and Fair Share Plan (the "2009 Plan"). On October 15, 2009, the Borough Council endorsed the 2009 Plan and thereafter filed it with the Court.

In July 2012, the Plaintiff indicated they no longer wished to participate in the litigation and stated support for a dismissal of the builder's remedy lawsuit. The Borough adopted the 2012 Amendment to the Amended Housing Element and Fair Share Plan (hereinafter the "2012 Plan") in response to the September 4, 2012 order issued by Judge Perri and sought approval of same. On July 12, 2013, in response to the Borough's application for plan approval, FSHC submitted an objection to the 2012 Affordable Housing Plan.

The Borough adopted a 2015 Plan and executed a Settlement Agreement with FSHC which was the result of the amicable resolution of the disputes. On June 15, 2015, Special Master Planner Elizabeth McKenzie, AICP, PP submitted a report to the Court endorsing the fairness of the Settlement Agreement to low- and moderate-income households. However, the Court did not reach the point of commencing a review of the settlement prior to the Supreme Court Mt. Laurel IV decision.

To comply with the March 10, 2015 Mt. Laurel IV decision, Oceanport Borough petitioned the Superior Court on July 7, 2015, for a Declaratory Judgment and temporary immunity from builder's remedy suits.

On September 1, 2005, the Court approved the Borough's mandatory development fee ordinance. The ordinance was amended and subsequently approved by the Court on September 19, 2005 and then again on December 17, 2008. The 2008 ordinance included the establishment of residential development fees in the amount of 1.5% of the equalized assessed value of residential development and nonresidential development fees in the amount of 2.5% of the equalized assessed value of nonresidential development.

As of October 31, 2019, Oceanport collected a total of \$528,969.93 in development fees, payments in lieu of construction, interest, and other income. It has spent a total of \$186,538.82 leaving a balance of \$342,431.11. All development fees, payments in lieu of constructing affordable units on site, "other" income, and interest generated by the fees are deposited in one (1) separate interest-bearing account dedicated toward the creation

of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:93-8.16, as described in the sections that follow.

This updated spending plan is submitted to the Superior Court of New Jersey for approval to expend Affordable Housing Trust Fund monies that will contribute to the rehabilitation program. Additionally, the Borough will expend funds on affordability assistance (including infrastructure grants), including expenditures to create very-low income units or to render existing units more affordable, and toward administrative expenses.

REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of Third Round Judgment of Repose, Oceanport considered the following:

(a) Development fees: \$333,900

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): \$0

Actual and committed payments in lieu of construction from developers. The Borough is in receipt of a payment in lieu of construction from the Oceanport Five

project, which is included in the current trust fund balance, and does not anticipate receiving other payment-in-lieu of construction through the Third Round.

(c) Other funding sources: \$0

The Borough does not anticipate future funds from this category at this time. Funds from other sources, include, but are not limited to the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, and proceeds from the sale of affordable units. All monies in the Affordable Housing Trust fund are anticipated to come from development fees and interest.

(d) Projected interest: \$895.00

Based on interest earned in recent years and projected rates of development fee revenue, Oceanport anticipates collecting \$1,500 in interest through 2025.

Table SP-1 indicates the anticipated revenue to be generated from development impact fees and interest. Oceanport Borough projects a subtotal of \$334,795 to be collected between November 1, 2019 and December 31, 2025, including interest, to be used for affordable housing purposes. The total, after adding the money currently in the account, is projected to be \$677,226. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.

Source of Funds – Housing Trust Fund 2019 through 2025

Year Source of Funds		2019	2020	2021	2022	2023	2024	2025	2019-2025 Total
Projected Residential Development	\$342,431.33 Starting Balance (November 2019)	\$7.0k	\$43.4k	\$43.4k	\$43.4k	\$43.4k	\$43.4k	\$43.4k	\$267.4k
Projected Non- Residential Development		\$1.7k	\$10.8k	\$10.8k	\$10.8k	\$10.8k	\$10.8k	\$10.8k	\$66.5k
Interest		\$25	\$145	\$145	\$145	\$145	\$145	\$145	\$895
Total		\$8.7k	\$54,345	\$54,345	\$54,345	\$54,345	\$54,345	\$54,345	\$334.7k

Projected residential development is based on the estimate of 60 new homes being constructed over the next six (6) years; this is a rate of 10 new housing units per year. This estimate does not include affordable housing sites that will be producing affordable housing and may not be charged a residential development fee. Projected non-residential development is based on an estimate of 26,600 square feet of commercial and industrial construction through 2025. This square footage was multiplied by \$100 (the per square-foot equalized assessed value for nonresidential use). This estimate of \$2.6 million in new construction was then multiplied by the 2.5% non-residential development fee. Interest calculations are based on deposits, averaged and extrapolated through 2025.

ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

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

a) Collection of development fee revenues:

All collection of development fee revenues will be consistent with local regulations which follow COAH administrative models for both residential and non-residential developments and in accordance with N.J.S.A. 40:55D-8.1 through 8.7.

(b) Distribution of development fee revenues:

The governing body may hear and decide upon a request for development fee revenues for the purpose of creating affordable housing. The governing body reviews the request for consistency with the Spending Plan and adopts the recommendation by resolution.

The release of funds requires the adoption of the governing body resolution. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(c) Rehabilitation: \$90,000

Oceanport Borough has a 2-unit rehabilitation obligation and intends to satisfy that obligation through participation in the Monmouth County Mount Laurel Indigenous Need Housing Rehabilitation Program. The Borough will devote the funds for rehabilitation assistance to the upgrade of a substandard unit for income-

eligible homeowners qualified through the county program in accordance with N.J.A.C. 5:93-5.2.

(d) Affordability Assistance (N.J.A.C. 5:93-8.16(c))

Oceanport Borough is required to spend a minimum of 30 percent of development fee revenue to render affordable units more affordable and at least one-third of that amount must be dedicated to very low-income households or to create very low-income units (i.e. households with incomes less than 30 percent of the regional median income). The actual affordability assistance minimums should be calculated based on actual revenues.

Projected Minimum Affordability Assistance Requirement		
Actual Development Fees Collected through 10/31/19		\$527,512.35
Actual Interest earned through 10/31/19	+	\$1,457.58
Development Fees Projected 2019-2025	+	\$333,900.00
Interest Projected 2018-2025	+	\$895.00
Less Housing Activity Expenditures per N.J.A.C. 5:93-8.16(c) including new construction	-	\$100,000*
Total	=	\$763,376.93
30 Percent Requirement	x 0.30 =	\$229,129.47
Less Affordability Assistance Expenditures through 10/31/19	-	\$100,00.00
Projected Minimum Affordability Assistance Requirement	=	\$129,129.47
Projected Minimum Very Low-Income Requirement	÷ 3 =	\$43,043.16

*Note: The Borough provided \$100,000 to Affordable Housing Alliance for the Oceanport Manor project. The funds were used to construct six (6) low- and moderate-income affordable family rental units including at least one (1) very low-income unit.

Based on fees and interest collected to date and projected revenues, Oceanport Borough must dedicate at least \$129,129.47 from the affordable housing trust fund to render units more affordable, including \$43,043.16 to render units more affordable to households with income at 30 percent or less of median income by region. The Borough is actually projecting to spend over \$500,000 in affordability assistance. Please refer to the affordability assistance program manual provided as an appendix to the Spending Plan for details of how the affordability assistance funds are anticipated to be used. It may use a variety of vehicles to do this including, but not limited to the following:

- Emergency Repair Program;
- Down-payment assistance;
- Rental assistance;
- Security deposit assistance;
- Moving expenses;
- Low interest loans;
- Assistance with homeowners' association or condominium fees and special assessments; and/or
- Converting low-income units to very-low-income units or creating new very-low income units, etc.

The Borough will work with its affordable housing providers and administrator to expand outreach to ensure the existing and new households of very-low-, low- and moderate-income programs can take advantage of affordability assistance programs. Additionally, the Borough will work with affordable housing providers to convert low income units to very low-income units.

(e) Administrative Expenses (N.J.A.C. 5:93-8.16(e))

Oceanport Borough may use Affordable Housing Trust Fund revenue for related administrative costs up to a 20 percent limitation pending funding availability after

programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis based on actual revenues.

Projected Administrative Expenses		
Actual Development Fees Collected through 10/31/19		\$527,512.35
Actual Interest Collected through 10/31/19	+	\$1,457.58
Payments-in-lieu of construction and other deposits through 7/17/2008	+	\$0.00
Development Fees Projected 2019-2025	+	\$333,900.00
Interest Projected 2018-2025	+	\$895.00
Total	=	\$863,376.93
20 Percent Maximum Permitted Administrative Expenses	x 0.20 =	\$172,675.38
Less Administrative Expenditures through 10/31/19	-	\$86,538.60
Projected Allowed Administrative Expenditures	=	\$86,136.78

Oceanport Borough projects that \$86,136.78 may 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:

- Borough Attorney, Engineer, and Planner fees related to plan preparation and implementation, and to obtaining Judgment of Compliance and Repose;
- Administration fees related to rehabilitation, extension of expiring controls, affordability assistance programs, and municipally-sponsored construction programs;
- Affirmative Marketing;
- Income qualification of households; and
- Administration of Borough's Affordable Housing Units.

EXPENDITURE SCHEDULE

Oceanport Borough intends to use Affordable Housing Trust Fund revenues for its municipally-sponsored construction program, affordability assistance including the creation of very-low income units and making existing units more affordable, and administrations expenses. Additionally, this expenditure schedule meets the requirement that trust fund revenues are expended within four years of their collection.

Projected Expenditure Schedule 2019 Through 2025

Program	Units	2019- 2020	2021- 2022	2023- 2024	2025	Total
Rehabilitation		\$15.0k	\$30.0k	\$30.0k	\$15.0k	\$90.0k
Affordability Assistance		\$40.0k	\$200.0k	\$200.0k	\$62.2k	\$502.2.0k
Administration		\$43.0k	\$20.0k	\$10.0k	\$12.0k	\$85.0k
TOTAL		\$98.0k	\$250.0k	\$240.0k	\$89.20k	\$677.2.0k

EXCESS OR SHORTFALL OF FUNDS

In the event that a shortfall of anticipated revenues occurs, Oceanport will bond to satisfy the gap in funding. In the event that funds exceed projected expenditures, the Borough will devote any excess funds on additional affordability assistance above the 30 percent minimum requirement. Alternatively, the Borough reserves the opportunity to amend its Housing Element and Fair Share Plan, as well as this Spending Plan, to create additional affordable housing opportunities.

SUMMARY

The Borough of Oceanport intends to spend Affordable Housing Trust Fund revenues pursuant to the extant regulations governing such funds and consistent with the housing programs outlined in the 2020 Third Round Housing Plan Element and Fair Share Plan. Oceanport had a balance of \$342,431.33 as of October 31, 2019 and anticipates an additional \$333,900 in revenues before the expiration of a Third Round Judgment of Repose for a total of \$677,226. The Borough may expend up to \$86,136 of Trust Funds on administrative costs during the period of repose. At this time, the Borough estimates that approximately \$502,226 of Trust Funds will be spent to create very low-income units, and to make units more affordable.

Spending Plan Summary	
Revenues	
Balance as of October 31, 2018	\$342,431.33
Projected Revenue from 2018 through 2025	
1. Development Fees	+ \$333,900
2. Payments-In-Lieu of Construction	+ \$0.00
3. Other Funds	+ \$0.00
Interest	+ \$895.00
Total Projected Balance	= \$677,226.33
Expenditures	
Funds Used for Rehabilitation	- \$90,000
Affordability Assistance	- \$502,226
New Construction	- \$0
Administration	- \$85,000.33

Total Projected Expenditures	= \$677,226.33
Remaining Balance	= \$0.00

FOR-SALE UNIT AFFORDABILITY ASSISTANCE PROGRAM AND RENTAL UNIT AFFORDABILITY ASSISTANCE PROGRAM

FOR-SALE UNIT AFFORDABILITY ASSISTANCE PROGRAM

Down Payment Loan Program

The Borough may offer a Down Payment Assistance Loan program to qualified purchasers of households earning 80% or less of median income of the housing region. To be eligible for the loan, the qualified Buyer must be able to supply 3% of the down payment with the Buyer's own funds, plus additional closing costs that exceed the amount of the loan. No gifts or other loans may be used to fund the 3% down payment amount, but may be used to fund additional closing costs. The loan amount may be made up to ten percent (10%) of the purchase price.

The Borough must approve the Buyer's qualifications and need for the loan. The loan has no prepayment penalty. It is due and payable when the Buyer resells, borrows against the property or refinances the First Purchase Money Mortgage. The loan may be subordinated only to the First Purchase Money Mortgage. When calculating the borrowing capacity of the homeowner and the equity in the property, this loan must be included. The Buyer must sign a mortgage and mortgage note to the Borough.

Payment of Closing Costs

Eligible Buyers may receive payment of closing costs, i.e., title work and policy, reasonable attorney's fees for closing of title, preparation of survey, homeowners insurance, recording fees and other necessary closing expenses to third parties, not to exceed one thousand five hundred dollars (\$1,500.) per unit. This assistance shall be in the form of a grant. Total buyer assistance grants, which include Payment of Closing Costs and Payment of Lender Fees, shall not exceed three thousand dollars (\$3,000) per unit. Utility deposits, i.e., gas and electric, paid to utility companies are to be returned to the Borough Affordable Housing Trust Fund upon resale of the unit. The buyer will execute documents required to secure payment to Oceanport Borough.

Payment of Lender Fees

Eligible Buyers may receive payment of lender fees, i.e., mortgage points, application fees, appraisal fees, bank attorney review fees, and necessary mortgage closing expenses, not to exceed one thousand five hundred dollars (\$1,500.) per unit. This assistance shall be in the form of a grant. Total buyer assistance grants, which include Payment of Closing Costs and Payment of Lender Fees, shall not exceed three thousand dollars (\$3,000) per unit.

Administration

Oceanport's Affordability Assistance Programs is managed by the Oceanport Borough Affordable Housing Administrative Agent. The availability of the program shall be advertised continually on the Borough's website. The following administrative process is applied to the For-Sale Unit Affordability Assistance Program:

1. The Buyer contacts the Administrative Agent to confirm that he/she wants to receive Down Payment Assistance.
2. The Buyer must present proof to the Administrative Agent that he/she is qualified for Affordable Housing in the Oceanport Borough.
3. Buyer must produce an exact copy of a signed Real Estate Contract for an affordable housing unit in Oceanport Borough, which indicates clearly the full amount of the purchase price. Buyer must provide the Administrative Agent with the full name, address, phone number, and fax number of the Buyer's Attorney or Settlement Agent so that the Attorney or Settlement Agent can review and approve any and all documents required for the loan.
4. The Administrative Agent contacts the Realtor or Developer for confirmation of the sale of the unit, and the name of the Attorney handling the sale for the Developer at closing.
5. The amount of the Down Payment Assistance loan is verified (not to exceed ten percent of the Purchase Price) so that a Mortgage Note, Mortgage, and Repayment Agreement can be prepared by the Administrative Agent.
6. The amount of the Down Payment Assistance must be disclosed to the Lender, so that the Lender can accurately prepare the First Mortgage documents. The Buyer must give a copy of the First Mortgage Commitment to the Administrative Agent upon receipt of same, so that the Lender can receive full information about the Down Payment Assistance Loan, which shall constitute a Second Mortgage on the premises. The Lender must approve the secondary financing. The Oceanport Borough Affordable Housing Attorney will contact the Lender once the Affordable Housing Attorney has a copy of the First Mortgage Commitment.
7. The Oceanport Borough Finance Department will generate the necessary forms and obtain Oceanport Borough Council approval for it to issue an Affordable Housing Trust Fund check payable to the Seller's Attorney or Settlement Agent, so that the Down Payment Assistance check can be deposited into the Seller's Attorney Trust Account or Settlement Agent Trust Account pending Closing of Title. The letter and check to the Seller's Attorney or Settlement Agent shall state that the deposit money must be returned to the Oceanport Borough if the closing is canceled, or if the sale is declared null and void. If there is a Closing of Title, the Down Payment Assistance money shall be released to the Seller. This money shall be shown on the Closing Statement as a deposit, with

credit given at closing to the Buyer. The Buyer must fully execute the Mortgage Note, Mortgage, and Repayment Agreement at the Closing of Title before any money is released.

8. The Seller's Attorney or Settlement Agent shall verify that the Mortgage Note, Mortgage, and Repayment Agreement have been properly executed, and shall file the original Mortgage with the County Clerk to protect the Oceanport Borough Second Mortgage on the property and return the Filed Mortgage to Affordable Housing Attorney along with the original Mortgage Note and Repayment Agreement.

RENTAL UNIT AFFORDABILITY ASSISTANCE PROGRAM

Rental Assistance

Oceanport Borough may offer a Rental Assistance Program that is managed by the Administrative Agent. Eligible recipients of the program are renters who qualify for a very-low, low- or moderate-income rental unit. The following assistance is available to very-low, low- and moderate-income households:

1. Payment of "moving expenses" based upon verified receipts, in an amount not to exceed one thousand five hundred dollars (\$1,500.) per family.
2. Rent subsidies based upon size of household and number of bedrooms in apartment
 - a) One-bedroom, low-income unit -\$55 per month subsidy.
 - b) One-bedroom, moderate-income unit -\$100 per month subsidy.
 - c) Two-bedroom, low-income unit -\$100 per month subsidy.
 - d) Two-bedroom, moderate-income unit -\$200 per month subsidy.
 - e) Three-bedroom, low-income unit --\$150 per month subsidy.
 - f) Three-bedroom, moderate-income units --\$250 per month subsidy

The following assistance is available to very low-income households:

1. Payment of "moving expenses" based upon verified receipts, in an amount not to exceed one thousand five hundred dollars (\$1,500.) per household.
2. Rental security deposit -Deposits paid to landlord to be returned to the Borough's Affordable Housing Trust Fund upon termination of tenancy.
3. Rent subsidies based upon size of household and number of bedrooms in apartment
 - a) One-bedroom -\$75 per month subsidy.
 - b) Two-bedroom -\$125 per month subsidy.
 - c) Three-bedroom --\$175 per month subsidy,

Rental assistance does not need to be repaid by the tenant. The amount of the rental supplement will be calculated initially based on the tenant's actual income and the rent level of the affordable units to help bring the total shelter costs down to 30% of the total household income or lower, if warranted by the particular household circumstances. If the tenant wishes to renew the lease, he/she must be re-income qualified and the rental supplement will be recalculated. If the tenant no longer qualifies for the rental assistance, he/she may renew the lease and stay in the unit, but will no longer receive rental assistance.

Administration

Oceanport Borough's Rental Unit Affordability Assistance Programs will be administered by the Administrative Agent. The availability of the program shall be advertised continually on the Borough's website. After an applicant is income qualified by the Administrative Agent pursuant to the Uniform Housing Affordability Controls, the applicant will complete and provide an affordability assistance application to the Administrative Agent.

For qualified and approved payment of moving expense, the Administrative Agent will follow the Borough purchasing and requisition process for generating a check that is made out to the applicant. Once the check is produced, the Administrative Agent provides it to the applicant.

For qualified and approved payment of utility deposit, the Administrative Agent follows the Borough purchasing and requisition process for generating a check that is made out to the utility company. Once the check is produced, the Administrative Agent provides it to the applicant for payment to the utility company.

The affordability assistance recipient will sign a contract with Oceanport Borough which states, at a minimum: the amount of funds granted, interest information, procedures, duration and conditions of affordability assistance, and repayment information if required.

The availability of any Affordability Assistance Programs must be noticed to all tenants of affordable units within Oceanport Borough and provided to all administrative agents of affordable units within Oceanport Borough and advertised on the Borough's website.

An income eligible occupant or applicant for an affordable unit within Borough may not be denied participation in the Affordability Assistance Program(s) unless funding is no longer available.



Appendix 9c: Resolution for Spending Plan Adoption

Trust Fund Documentation

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ADOPTING A SPENDING PLAN FOR THE BOROUGH'S AFFORDABLE
HOUSING TRUST FUND**

**Resolution #2020-82
02/20/20**

WHEREAS, on July 17, 2019 the Superior Court approved the Settlement Agreement between the Borough of Oceanport and Fair Share Housing Center (FSHC) which included the Borough's preliminary compliance measures; and

WHEREAS, on February 10, 2020, the Oceanport Borough's Planning Board adopted a Housing Element and Fair Share Plan that addresses the Borough's Rehabilitation Need, Prior Round and Third Round "fair share" obligations; and


WHEREAS, on February 20, 2020, the Borough Council held a properly-noticed public meeting to consider endorsing the Housing Element and Fair Share Plan adopted by the Planning Board on February 10, 2020 and, after consideration of any questions or concerns raised by members of the governing body or the public, the Borough Council determined that it is in the best interest of the Borough and the region's low- and moderate-income households to endorse said Housing Element and Fair Share Plan and to direct the Borough's professionals to file said Plan with the Court and to take any and all reasonable actions to secure a Judgment of Compliance and Repose approving said plan to protect the Borough from any Mount Laurel lawsuits; and

WHEREAS, the adopted and endorsed Plan includes a Spending Plan component, as required by the Council on Affordable Housing's Rules at N.J.A.C. 5:93-5.1(c), which projects anticipated revenues to the Borough's Affordable Housing Trust Fund, and describes anticipated expenditures of funds to address its fair share obligation as set forth in the Fair Share Plan; and

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Oceanport Borough in the County of Monmouth, and the State of New Jersey hereby adopts the Spending Plan component of the Housing Element and Fair Share Plan.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Richard Gallo, Councilman
SECONDER:	Thomas Tvrdik, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

I certify that the foregoing Resolution #2020-82 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020



JEANNE SMITH, RMC
BOROUGH CLERK



Appendix 9d: Resolution of Intent to Bond

Trust Fund Documentation

**RESOLUTION OF THE BOROUGH OF OCEANPORT
EXPRESSING ITS INTENT TO PROVIDE THE FUNDS NECESSARY TO
SATISFY THE BOROUGH'S AFFORDABLE HOUSING OBLIGATIONS**

**Resolution #2020-84
02/20/20**

WHEREAS, on July 17, 2019 the Superior Court approved the Settlement Agreements between the Borough of Oceanport and Fair Share Housing Center ("FSHC"), which included the Borough's preliminary compliance measures; and

WHEREAS, on February 10, 2020, the Oceanport Borough Planning Board adopted a Housing Element and Fair Share Plan, which the Borough contends fully addresses the Borough's Rehabilitation Need, Prior Round and Third Round "fair share" obligations; and

WHEREAS, on February 20, 2020, the Borough Council held a properly-noticed public meeting to consider endorsing the Housing Element and Fair Share Plan adopted by the Planning Board on February 10, 2020 and, after consideration of any questions or concerns raised by members of the governing body or the public, the Borough Council determined that it is in the best interest of the Borough and the region's low- and moderate-income households to endorse said Housing Element and Fair Share Plan and to direct the Borough's professionals to file said Plan with the Court and to take any and all reasonable actions to secure a Judgment of Compliance and Repose approving said plan to protect the Borough from any unnecessary Mount Laurel lawsuits; and

WHEREAS, the Borough's Housing Element and Fair Share Plan includes a number of compliance mechanisms, such as a Rehabilitation Program to be administered by Monmouth County, inclusionary zoning, and supportive and special needs housing;

WHEREAS, pursuant to the State's affordable housing regulations and policies, and the conditions of the Court-approved FSHC Settlement Agreement, in order to assure the creditworthiness of the various compliance techniques included in its Housing Element and Fair Share Plan, the Borough must demonstrate adequate and stable funding sources; and

WHEREAS, since the Borough is committed to securing judicial approval of its Affordable Housing Plan, in order to provide an adequate and stable funding source for the components of the Borough's Housing Element and Fair Share Plan, the Borough shall rely on the funds in its Affordable Housing Trust Fund, established by its Development Fee Ordinance; and

WHEREAS, if -- after exhausting every potential funding source and every valid compliance technique -- the Borough still cannot secure sufficient financing to completely satisfy its affordable housing obligations within the time frames agreed upon in the Court-approved FSHC Settlement Agreement without being forced to raise or expend municipal revenues in order to provide low- and moderate-income housing, the Borough will cover such costs through bonding and/or other legal means; and

WHEREAS, the Court has indicated its intent to review the Borough's Housing Element and Fair Share Plan, and the Borough wishes to leave no question as to the Borough's intent to cover the cost of implementing its Housing Element and Fair Share Plan or any modification thereof that may be necessary as a result of the Court's review.

NOW, THEREFORE, BE IT RESOLVED by Council of the Borough of Oceanport, County of Monmouth, State of New Jersey, as follows:

1. In order to provide adequate and stable funding for the rehabilitation and supportive and

special needs housing in its Housing Element and Fair Share Plan, Oceanport Borough shall make a *bona fide*, diligent, and good faith effort to exhaust the potential funding sources, included those listed in "A Guide to Affordable Housing Funding Sources" ("Funding Guide"), dated October 28, 2008, and currently posted on COAH's official website.

2. The Borough shall also maximize use of the funds from its Development Fee Ordinance to facilitate the economic feasibility of the Borough's Housing Element and Fair Share Plan; and

3. If, after exhausting every potential funding source in the Funding Guide and its Development Fee Ordinance, the Borough still cannot secure sufficient financing to completely satisfy its affordable housing obligations, within the time frames agreed upon in the Court-approved FSHC Settlement Agreement, the Borough will fully fund any gaps in financing including by bonding if necessary, to assure the economic feasibility of the rehabilitation and affordable compliance techniques included in the Borough's 2020 Third Round Housing Element and Fair Share Plan.

4. The Borough reserves the right to recoup any subsidy provided through future collections of development fees as such funds become available.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	William Deerin, Councilman
SECONDER:	Bryan Keeshen, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

I certify that the foregoing Resolution #2020-84 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020



JEANNE SMITH, RMC
BOROUGH CLERK



Appendix 10. Vacant Land Analysis

Vacant Land Adjustment Analysis
Borough of Oceanport

Site #	BLOCK	LOT	PROP. CLASS	ADDREESS	PROPERTY OWNER	LOT SIZE	CONSTRAINED AREA	UNCONSTRAINED AREA	COMMENTS / EXCLUSION DISCUSSION	AREA CONTRIBUTING TOWARD THE RDP	RDP GENERATED (8du/ac;20%)
1	1	11	1	11 WERAH PL	HERSHENOV, SAUL & WEST LYNN S	0.39	0.14	0.25	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
2	1	13	15C	AUSABLE AVE	BORO OF OCEANPORT	0.48	0.27	0.20	Undersized lot and/or undersized developable land	0.00	0.00
3	1	16.01	1	18 AUSABLE AVE	HEMENWAY CONSTRUCTION, INC.	0.43	0.00	0.43	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
4	1	23.03	1	445 RIVER ST	REYNOLDS, RAYMOND C	0.50	0.03	0.46	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
5	2	22	1	BRANCHPORT AVE	VOORHEES, ERIC	0.23	0.00	0.23	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
6	2	25	1	66 SHREWSBURY AVE	BACHSTADT, CARL	0.29	0.00	0.29	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
7	6	1	15C	IROQUOIS AVE	BORO OF OCEANPORT	3.67	0.00	3.67	Community Center Park (ROSI)	0.00	0.00
8	8	18	1	TECUMSEH AVE	BACHSTADT, CARL	0.23	0.00	0.23	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
9	12	20	15C	MONMOUTH BLVD	BORO OF OCEANPORT	0.18	0.00	0.18	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
10	15	13	1	ALGONQUIN AVE	SPREEN, WILLIAM H JR	0.14	0.00	0.14	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
11	16	18	1	HIAWATHA AVE	ZOLOFRA, MARIO	0.07	0.00	0.07	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
11	16	19	1	HIAWATHA AVE	ZOLOFRA, MARIO	0.07	0.00	0.07	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
12	18	1	15C	PORT AU PECK AVE	BORO OF OCEANPORT	0.28	0.00	0.28	Incorporated into Blackberry Bay Park; single family neighborhood	0.00	0.00
12	18	2	15C	WYANDOTTE AVE	BORO OF OCEANPORT-PARK	0.34	0.00	0.34	Incorporated into Blackberry Bay Park; single family neighborhood	0.00	0.00
12	18	3	15C	WYANDOTTE AVE	BORO OF OCEANPORT-PARK	0.34	0.13	0.22	Incorporated into Blackberry Bay Park; single family neighborhood	0.00	0.00
12	18	4	15C	WYANDOTTE AVE	BORO OF OCEANPORT-PARK	0.34	0.10	0.25	Incorporated into Blackberry Bay Park; single family neighborhood	0.00	0.00
12	18	5	15C	WYANDOTTE AVE	BORO OF OCEANPORT-PARK	0.34	0.09	0.26	Incorporated into Blackberry Bay Park; single family neighborhood	0.00	0.00
12	18	6	15C	WYANDOTTE AVE	BORO OF OCEANPORT-PARK	0.34	0.27	0.07	Incorporated into Blackberry Bay Park; single family neighborhood	0.00	0.00
12	18	7	15C	WYANDOTTE AVE	BORO OF OCEANPORT-PARK	0.34	0.31	0.03	Incorporated into Blackberry Bay Park; single family neighborhood	0.00	0.00

Vacant Land Adjustment Analysis
Borough of Oceanport

Site #	BLOCK	LOT	PROP. CLASS	ADDREESS	PROPERTY OWNER	LOT SIZE	CONSTRAINED AREA	UNCONSTRAINED AREA	COMMENTS / EXCLUSION DISCUSSION	AREA CONTRIBUTING TOWARD THE RDP	RDP GENERATED (8du/ac;20%)
13	18	8	1	WYANDOTTE AVE	WENNER, THOMAS P & THERESA	0.20	0.11	0.08	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
13	18	9	1	ALGONQUIN AVE	WENNER, THOMAS P & THERESA A	0.18	0.00	0.18	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
14	20	1	15C	440 PORT AU PECK AVE	BORO OF OCEANPORT-PARK	10.03	0.82	9.21	Blackberry Bay Park (ROSI)	0.00	0.00
15	21	1	15C	WYANDOTTE AVE	BORO OF OCEANPORT-PARK	1.62	0.00	1.62	Blackberry Bay Park (ROSI)	0.00	0.00
16	23	9	1	SERAND AVE	PETERSON, DOUGLAS & DEBORAH	0.14	0.00	0.14	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
17	24	7.01	1	30 MOHICAN AVE	REISNER, RONALD L & ANNE W	0.28	0.00	0.28	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
18	25	1	15C	PORT AU PECK AVE	BORO OF OCEANPORT	5.09	0.72	4.37	Blackberry Bay Park (ROSI)	0.00	0.00
19	26	13	1	MOHICAN AVE	FERREIRA, ALCIDES EST OF % BONITO	0.07	0.00	0.07	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
20	27	6	15C	MOHICAN AVE	BORO OF OCEANPORT-PARK	1.86	0.45	1.41	Blackberry Bay Park (ROSI)	0.00	0.00
21	27	30	1	ITHACA AVE	MAPS, SHERMAN & REGINA	0.21	0.00	0.20	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
22	27	31	1	ITHACA AVE	RESCIGNIO, UMBERTO N.	0.41	0.37	0.04	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
23	27	33	1	ITHACA AVE	GRUSKOS, RICHARD	0.28	0.01	0.26	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
24	27	34	1	ITHACA AVE	GATELY, WILLIAM J JR & LINDA	0.28	0.00	0.27	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
25	28	4	1	ITHACA AVE	JOYCE, ROBERT & GEORGIANNA T	0.13	0.00	0.13	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
26	30	6	1	COMANCHE DR	MAYER, EDWARD M.	0.27	0.00	0.27	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
27	35	2	15C	SEAWANEKA AVE	BORO OF OCEANPORT	1.43	1.40	0.03	Seawaneka Preserve (ROSI)	0.00	0.00
28	38	1	1	POCANO AVE	COLES, WARD V JR.	0.35	0.00	0.35	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
29	38	7	15C	POCANO AVE	BORO OF OCEANPORT	0.19	0.00	0.19	Sommers Park	0.00	0.00
30	39	1	15C	POCANO AVE	BORO OF OCEANPORT	0.15	0.00	0.15	Sommers Park (ROSI)	0.00	0.00

Vacant Land Adjustment Analysis
Borough of Oceanport

Site #	BLOCK	LOT	PROP. CLASS	ADDREESS	PROPERTY OWNER	LOT SIZE	CONSTRAINED AREA	UNCONSTRAINED AREA	COMMENTS / EXCLUSION DISCUSSION	AREA CONTRIBUTING TOWARD THE RDP	RDP GENERATED (8du/ac;20%)
31	44	9	1	MONMOUTH BLVD	FERREIRA, ALCIDES EST OF % BONITO	0.11	0.00	0.11	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
32	45	3	1	HERBERT PL	CONNELLY, WILLIAM J III	0.29	0.00	0.29	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
33	56	6	1	WERAH PL	BRISKEY LILLIAN	0.17	0.00	0.17	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
34	65	1	15C	MYRTLE AVE	BORO OF OCEANPORT	6.08	0.00	6.08	Borough Building / Facility	0.00	0.00
35	65	2	15C	433 MYRTLE AVE	BORO OF OCEANPORT	1.92	0.00	1.91	Borough Building / Facility	0.00	0.00
36	65	3.01	1	MYRTLE AVE	REAGOR, GEORGE	25.56	25.02	0.54	Undersized lot and/or undersized developable land	0.00	0.00
37	65	3.07	1	265 PORT AU PECK AVE	HILTON, ROBERT E	1.02	0.16	0.85		0.85	1.37
38	65	4	1	275 PORT AU PECK AVE	275 PORT AU PECK ASSOCIATES LLC	6.89	4.72	2.17		2.17	3.47
39	65	5	1	PORT AU PECK AVE	DECENZO, PETER JR & SANTA	0.99	0.00	0.99		0.99	1.59
40	65	26	1			2.11	1.95	0.16	Undersized lot and/or undersized developable land	0.00	0.00
41	65	31	1	498 BRANCHPORT AVE	NEALE, R, HICKS,R & JAKOVVIC, W	0.26	0.00	0.26	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
42	65	34	1	ONONDAGA AVE	OSOLIN, RUTH ANN	13.23	13.20	0.03	Undersized lot and/or undersized developable land	0.00	0.00
43	65	44	3A	MONMOUTH BLVD	MACSTUDY, MINNISCH QUACKENBUSH	10.19	2.22	7.97		7.97	18.33
44	66	1	1	ONONDAGA AVE	EASTERN VENTURES CONST MNGMT,LLC	0.20	0.20	0.00	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
44	66	2	1	ONONDAGA AVE	EASTERN VENTURES CONST MNGMT,LLC	0.18	0.17	0.01	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
45	66	3	1	SHREWSBURY AVE	MANGAN, MAURY	0.21	0.21	0.00	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
45	66	4	1	SHREWSBURY AVE	MANGAN, MAURY	0.22	0.22	0.00	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
45	66	5	1	SHREWSBURY AVE	MANGAN, MAURY	0.49	0.31	0.17	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
45	66	7	1	SHREWSBURY AVE	MANGAN, MAURY	0.30	0.16	0.13	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00

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Site #	BLOCK	LOT	PROP. CLASS	ADDREESS	PROPERTY OWNER	LOT SIZE	CONSTRAINED AREA	UNCONSTRAINED AREA	COMMENTS / EXCLUSION DISCUSSION	AREA CONTRIBUTING TOWARD THE RDP	RDP GENERATED (8du/ac;20%)
46	66	8	1	SHREWSBURY AVE	EASTERN REALTY HOLDINGS LLC	0.16	0.00	0.16	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
46	66	9.01	1	SHREWSBURY AVE	EASTERN REALTY HOLDINGS LLC	0.77	0.76	0.01	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
47	66	14	15C	ONONDAGA AVE	BORO OF OCEANPORT	0.82	0.65	0.17	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
48	66	15	1	SHREWSBURY AVE	NEWBORD WOOD INC	0.15	0.12	0.03	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
49	67	5	1	ONONDAGA AVE	CUPPARI, PAUL J & GIUSEPPE	0.23	0.01	0.22	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
50	71	8	1	SEMINOLE AVE	DIFEO, SAMUEL F	0.51	0.48	0.03	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
51	71	9	1	SEMINOLE AVE	MANCINI, ANTHONY M	0.24	0.24	0.01	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
51	71	10	1	SEMINOLE AVE	MANCINI, ANTHONY M	0.54	0.51	0.03	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
52	73	7	1	SHORE RD	ADAMS, JANE F	0.40	0.00	0.40	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
53	74	5	1	SHORE RD	ADAMS, JANE F	0.12	0.00	0.12	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
54	74	7	15C	GOOSENECK POINT RD	BORO OF OCEANPORT	0.04	0.00	0.04	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
55	75	7	15C	MONMOUTH BLVD	COUNTY OF MONMOUTH	0.32	0.00	0.32	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
56	75	8	1	MYRTLE AVE	FERREIRA, ALCIDES EST OF % BONITO	0.02	0.00	0.02	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
57	76	2	1	ADRIAN AVE	STASS, JOAN SQUEO	0.11	0.00	0.11	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
58	76	10	15C	DRIVEWAY	COUNTY OF MONMOUTH	0.59	0.00	0.59	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
58	76	10.02	15C	DRIVEWAY	COUNTY OF MONMOUTH	0.12	0.00	0.12	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
59	76	13	1	DRIVEWAY	ORCHANIAN, LUCILLE	0.14	0.00	0.14	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
60	76	21	15C	ARNOLD AVE	BORO OF OCEANPORT-CHARLES PARK	1.38	0.40	0.98	Charles Park (ROSI)	0.00	0.00
60	76	22	15C	MONMOUTH BLVD &ARNOLD AVE	BORO OF OCEANPORT	0.05	0.00	0.05	Charles Park (ROSI)	0.00	0.00

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60	76	23	15C	MONMOUTH BLVD	BORO OF OCEANPORT	0.10	0.00	0.10	Charles Park (ROSI)	0.00	0.00
61	81	10	1	ASBURY AVE	WINGERTER, JOYCE V	0.13	0.00	0.13	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
62	83	1	1	MILTON AVE	JAMPEL & MORLEY ETALS	0.11	0.00	0.11	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
63	87	1	15C	SPRING LAKE AVE	BORO OF OCEANPORT	0.12	0.07	0.05	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
64	88	8.03	1	SEA GIRT AVE	SEA GIRT AVE LLC	1.23	1.10	0.13	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
65	88	9.01	15C	BRADLEY AVE	BORO OF OCEANPORT	0.17	0.00	0.17	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
66	88	16.01	15C	RELWOF AVE	BORO OF OCEANPORT	0.05	0.00	0.05	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
67	88	19	15C	BRIDGEWATERS DR	BORO OF OCEANPORT	0.28	0.17	0.11	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
68	88	20	1	BRIDGEWATERS DR	NEW JERSEY SPORTS & EXPOSITION AUTH	0.24	0.23	0.01	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
69	88	22	1	BRIDGEWATERS DR	SEARS, REGINAL A	0.09	0.00	0.09	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
70	88	26.01	1	EAST MAIN ST	OCEANPORT CENTER LLC	4.90	0.00	4.90	Oceanport Village inclusionary project; under construction	0.00	0.00
71	88	26.02	15C	PORT AU PECK AVE	BOROUGH OF OCEANPORT	39.87	21.74	18.13	Maria Gatta Community Park (ROSI)	0.00	0.00
72	89	2	1	27 SPRING LAKE AVE	A & E ENTERPRISES	0.21	0.17	0.04	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
73	93	4	15C	ASBURY AVE	BORO OF OCEANPORT	0.04	0.00	0.04	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
74	99	1	1	ELKWOOD AVE	V A L FLOORS INC	3.40	3.10	0.30	Undersized lot and/or undersized developable land	0.00	0.00
75	100	1	1	BRIDGEWATERS DR	BRIDGEWATER TOWNHOUSE CONDO ASC	4.06	0.99	3.07	Open space set-aside in a residential development.	0.00	0.00
76	101	1	1	E MAIN ST	TEICHER, LILA C	0.11	0.00	0.11	Undersized lot and/or undersized developable land	0.00	0.00
77	101	7	1	BRIDGEWATERS DR	BRUMMER, ROBERT FRED & JUDITH LEE	0.17	0.00	0.17	Undersized lot and/or undersized developable land	0.00	0.00
78	101	9	1	BRIDGEWATERS DR	FERREIRA, ALEIDES EST OF % BONITO	0.08	0.05	0.03	Undersized lot and/or undersized developable land	0.00	0.00

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Site #	BLOCK	LOT	PROP. CLASS	ADDREESS	PROPERTY OWNER	LOT SIZE	CONSTRAINED AREA	UNCONSTRAINED AREA	COMMENTS / EXCLUSION DISCUSSION	AREA CONTRIBUTING TOWARD THE RDP	RDP GENERATED (8du/ac;20%)
79	102	1	1	BRIDGEWATERS DR	HARBOR POINTE CONDO ASSOC	2.12	0.23	1.90	Open space set-aside in a residential development.	0.00	0.00
80	103	1	15C	EAST MAIN ST	BORO OF OCEANPORT	2.36	0.00	2.36	Old Wharf Park (ROSI)	0.00	0.00
80	103	2	15C	EAST MAIN ST	BORO OF OCEANPORT	0.64	0.00	0.64	Old Wharf Park (ROSI)	0.00	0.00
81	105	4	1	66 RIVERSIDE AVE	SHALLEY, MARY T.	0.56	0.42	0.15	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
82	105	8	15C	ORCHARD ST	BORO OF OCEANPORT	1.17	1.16	0.01	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
83	105	9	1	ORCHARD ST	HODGES, ROBERT & BETTY Y	0.67	0.66	0.01	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
84	105	10	15C	ORCHARD ST	BORO OF OCEANPORT	1.82	1.80	0.02	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
85	107	2	15C	132 HORSENECK POINT RD	BORO OF OCEANPORT	5.25	4.57	0.68	Horseneck Preserve (ROSI)	0.00	0.00
86	108	2.01	1	HORSENECK POINT RD	MURRAY, BRIAN & DIANE	0.35	0.04	0.31	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
87	108	3	1	HORSENECK POINT RD	CROLL, TOBY & BILLIE RAE	0.22	0.10	0.12	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
88	108	6	1	HORSENECK POINT RD	BACHSTADT, CARL	0.43	0.39	0.04	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
89	108	9	1	ORCHARD AVE	MAHALIK, WILLIAM S & BETTY	0.36	0.22	0.14	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
90	108	10	15C	ORCHARD AVE	BORO OF OCEANPORT	0.77	0.47	0.30	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
91	108	12	1	ORCHARD AVE	PALUMBO, CHARLES R.	0.22	0.06	0.16	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
92	108	13	15C	LEONARD AVE	BORO OF OCEANPORT	0.50	0.48	0.02	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
93	109	7	1	HORSENECK POINT RD	SCHNEIDER, H ALAN & LAURA M	0.22	0.00	0.22	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
94	110	25	1	350 OCEANPORT AVE	OLD WHARF PARK LUXURY TOWNHOUSES LL	0.80	0.00	0.80	Residentially developed	0.00	0.00
95	111	8	1	9 ARCANA AVE	RYAN, EDWARD W & EDITH F	0.55	0.00	0.55	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
96	113	2.02	15C	3 PEMBERTON AVE	BORO OF OCEANPORT	0.25	0.00	0.25	Municipally sponsored housing site (Pemberton Avenue)	0.00	0.00

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97	115	13	15C	TRINITY PL	BORO OF OCEANPORT	1.25	0.00	1.25	Trinty Park (ROSI)	0.00	0.00
98	116	11	1	MAIN ST	CONSOLIDATED RAIL CORP % TAX DEPT	0.79	0.34	0.45	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
99	116	21	1	PEMBERTON AVE	WIDMAIER, ARTHUR C. & CAROL A.	0.76	0.55	0.21	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
100	117	5	15C	PEMBERTON AVE	BORO OF OCEANPORT	0.24	0.00	0.24	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
101	117	20.01	15C	PLEASANT PL	BORO OF OCEANPORT	0.35	0.00	0.35	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
102	117	27.011	1	KIMBERLY WOODS	KIMBERLY WOODS C/O MULLANEY & ASC	0.48	0.00	0.48	Undersized lot and/or undersized developable land	0.00	0.00
103	117	27.231	1	KIMBERLY WOODS	KIMBERLY WOODS C/O MULLANEY & ASC	0.49	0.00	0.49	Undersized lot and/or undersized developable land	0.00	0.00
104	117	27.237	1	KIMBERLY WOODS	KIMBERLY WOODS C/O MULLANEY & ASC	7.04	2.08	4.96	Open space set-aside in a residential development.	0.00	0.00
105	119	4	15C	OCEANPORT AVE	BORO OF OCEANPORT	0.08	0.00	0.08	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
106	119	5	15C	GOLD ST	BORO OF OCEANPORT	1.32	1.05	0.27	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
107	120	1	15C	2 PEMBERTON AVE	OCEANPORT VOLUNTEER FIRST AID	0.58	0.00	0.58	Borough Building / Facility	0.00	0.00
108	120	8	15C	30 PEMBERTON AVE	BORO OF OCEANPORT	0.38	0.20	0.18	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
109	121	1.01	1	306 E MAIN ST	306 OCEANPORT, LLC % S MALLEY	1.21	0.16	1.05	Old Wharf Prior Round Inclusionary Site; Housing Element specifies 20 units, including 4 affordable units	1.05	2.42
110	121	2	1	298 E MAIN ST	298 OCEANPORT, LLC % S MALLEY	0.67	0.00	0.67	Old Wharf Prior Round Inclusionary Site; Housing Element specifies 20 units, including 4 affordable units	0.67	1.54
111	121	6	1	HASKELL WAY	K HOVNANIAN @ OCEANPORT, LLC	10.56	9.83	0.73	Undersized lot and/or undersized developable land	0.00	0.00
112	122	34	15C	OCEANPORT AVE	COUNTY OF MONMOUTH-BD OF CHOSEN FRH	0.36	0.00	0.36	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
113	123	6	15C	OCEANPORT AVE	COUNTY OF MONMOUTH	0.04	0.00	0.04	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
114	123	7	15C	124 OCEANPORT AVE	COUNTY OF MONMOUTH	0.06	0.00	0.06	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
115	123	8	15C	122 OCEANPORT AVE	COUNTY OF MONMOUTH	0.07	0.00	0.07	Undersized lot and/or undersized developable land; County owned land	0.00	0.00

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Site #	BLOCK	LOT	PROP. CLASS	ADDREESS	PROPERTY OWNER	LOT SIZE	CONSTRAINED AREA	UNCONSTRAINED AREA	COMMENTS / EXCLUSION DISCUSSION	AREA CONTRIBUTING TOWARD THE RDP	RDP GENERATED (8du/ac;20%)
116	123	9	15C	120 OCEANPORT AVE	COUNTY OF MONMOUTH	0.07	0.00	0.07	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
116	125	5	15C	118 OCEANPORT AVE	COUNTY OF MONMOUTH	0.08	0.00	0.08	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
117	127	2	1	OCEANPORT AVE	CONSOLIDATED RAIL CORP % TAX DEPT	3.27	0.00	3.27	Utility right-of-way	0.00	0.00
118	127	2.01	15C	OCEANPORT AVE	COUNTY OF MONMOUTH	0.26	0.00	0.26	Undersized lot and/or undersized developable land; County owned land	0.00	0.00
118	127	3	15C	4 EATONTOWN BLVD	COUNTY OF MONMOUTH	85.83	0.00	85.83	County owned land	0.00	0.00
118	127	6.01	15C	PORT AU PECK AVE	COUNTY OF MONMOUTH	9.21	0.00	9.21	County owned land	0.00	0.00
118	127	7	15C	11 SPRINGFIELD AVE	COUNTY OF MONMOUTH	0.17	0.00	0.17	Undersized lot and/or undersized developable land; County owned land; Single family neighborhood	0.00	0.00
119	127	5	1	EATONTOWN BLVD	WLB OFFICES LLC	0.08	0.00	0.08	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
120	127	part of 4	15C	2 CRESCENT PL	Boro of Oceanport	7.89	0.85	7.04	Borough Open Space (ROSI)	0.00	0.00
121	127	8	1	2 SUMMERFIELD AVE	ZENKERT, PAUL & ALYSON	4.45	3.36	1.09		1.09	1.74
122	133	3	15C	PINE TREE LANE	BORO OF OCEANPORT	0.82	0.00	0.82	Evergreen Park (ROSI)	0.00	0.00
123	133	17	1	HILL CT	MELONI, CONCETTA & BARONE, MARIE	0.20	0.00	0.20	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
124	136	52	15C	MONMOUTH RD	BORO OF OCEANPORT	2.10	1.72	0.38	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
125	136	54	1	EATONTOWN BLVD	185 MONMOUTH PARKWAY ASSOCIATES	0.61	0.23	0.38	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00
126	139	48	1	BRANCH AVE	SILVESTRE, MARIO & MARIA I	0.79	0.00	0.79	Undersized lot and/or undersized developable land; single family neighborhood	0.00	0.00

Land Contributing Toward the RDP (acres) 14.80

Realistic Development Potential 30.46