

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
AUGUST 21, 2018**

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231, in the Press of Atlantic City on January 13, 2018.

FLAG SALUTE

ROLL CALL OF COUNCIL MEMBERS:

Korngut, Lischin, Murray, O'Neill, Perri, Travagline, Dewees

APPROVAL OF MINUTES – July 17, 2018

COMMITTEE REPORTS

Councilman Perri - Sewer Inter Local, Planning Board, Senior Citizens

Councilman O'Neill - Inspections, Code Enforcement, Housing/Zoning, Court/Violations, Chamber of Commerce, Little League/Babe Ruth, Traffic Safety, Green Team Advisory Board

Councilwoman Korngut – Library, Municipal Alliance, Economic Development, Shared Services

Councilman Murray - Finance/Collections, Mainland Regional, Traffic Safety, Economic Development

Councilman Lischin – Fire Department/EMS, Technology/MRHS Channel 2, Cultural Committee, Green Team Advisory

Councilman Travagline – Insurance and Safety, Northfield School, FAN; Shared Services

Council President Dewees - Buildings/Grounds, Athletic Fields, Bike Path, Veterans' Park, 1st Street Playground, Birch Grove, Public Works, Roads, Engineering

MAYOR'S REPORT

CITY ENGINEER'S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
AUGUST 21, 2018**

RESOLUTIONS

- 142-2018** Resolution of the Common Council of the City of Northfield, Atlantic County, New Jersey, Endorsing its Amended Housing Element and Fair Share Plan and Adopting its Mount Laurel Spending Plan
- 143-2018** To Approve an Application for Use of Facilities – Northfield Community School
- 144-2018** Resolution of the City of Northfield, County of Atlantic, State of New Jersey, Requesting Permission for the Dedication by Rider for an Affordable Housing Trust Fund
- 145-2018** A Resolution Memorializing a Grant Application Previously Submitted by the City of Northfield for a Grant from the State of New Jersey Known as “Resilient NJ”
- 146-2018** Authorizing Refund of Overpayment of Taxes
- 147-2018** Authorizing Refund of Overpayment of Sewer
- 148-2018** Amending Resolution 49-2018, Recognizing Family Association of Northfield Volunteers for 2018 Season
- 149-2018** Resolution Authorizing Cancellation and Refund of Taxes Pursuant to N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 on Property Known as Block 27 Lot 29 (2431 Shepherd Circle West)
- 150-2018** Resolution Authorizing Cancellation and Refund of Taxes Pursuant to N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 on Property Known as Block 42 Lot 1.25 (615 Herzel Avenue)
- 151-2018** Resolution Authorizing Cancellation and Refund of Taxes Pursuant to N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 on Property Known as Block 122 Lot 20 (1223 Shore Road)
- 152-2018** Resolution Authorizing Cancellation and Refund of Taxes Pursuant to N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 on Property Known as Block 179.01 Lot 1.07 (5 St Andrews Drive)
- 153-2018** Resolution Authorizing Cancellation And Refund Of Taxes Pursuant To N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 On Property Known As Block 93 Lot 8 (4 Locust Drive)
- 154-2018** A Resolution Canceling Ordinance 3-2018 Bond Ordinance Appropriating Three Hundred Thousand Dollars (\$300,000) and Authorizing the Issuance of Three Hundred Thousand Dollars (\$300,000) in Bonds or Notes of the City of Northfield, County of Atlantic, New Jersey for the Rehabilitation and Upgrade of the Davis Avenue Sanitary Sewer Pump Station to Be Undertaken by and within the City of Northfield, Atlantic County, New Jersey
- 155-2018** Authorize the Hiring of Adam Gitsas as a Seasonal Snack Bar Attendant for Birch Grove Park
- 156-2018** To Approve an Application for Use of Facilities – AC Hammerheads
- 157-2018** Authorizing a Municipal Lien for Property Maintenance Costs

RESOLUTIONS

Note: the requests below are for overlapping times and without amendment, both cannot be approved

- 158-2018** To Approve an Application for Use of Facilities – Redbirds
- 159-2018** To Approve an Application for Use of Facilities – Sutley

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
AUGUST 21, 2018**

ORDINANCES

- 5-2018** An Ordinance Repealing and Replacing Section 128 of the City of Northfield Code
2nd Reading / Public Hearing / Final Consideration
Published in the Press of AC 8/25/2018
- 6-2018** An Ordinance of the City of Northfield, NJ Implementing the City's Third Round
Housing Plan Element and Fair Share Plan in Compliance with the City's Third Round
Affordable Housing Obligations in Accordance with In Re: N.J.A.C. 5:96 and 5:97,
221 N.J. 1 (2015) the New Jersey Fair Housing Act, and Relevant Regulations and
Policies Adopted by the New Jersey Council on Affordable Housing
Introduction / No Public Input / Published in the Press of AC 8/25/2018
2nd Reading / Public Hearing / Final Consideration 9/11/2018
- 7-2018** An Ordinance Amending Chapter 215 of the Code of the City of Northfield Governing
Land Use and Development
Introduction / No Public Input / Published in the Press of AC 8/25/2018
2nd Reading / Public Hearing / Final Consideration 9/11/2018
- 8-2018** An Ordinance Providing for and Authorizing the Acquisition of Right of Way and
Temporary Construction Easements by the City of Northfield, in the County of
Atlantic, State of New Jersey
Introduction / No Public Input / Published in the Press of AC 8/25/2018
2nd Reading / Public Hearing / Final Consideration 9/11/2018

PAYMENT OF BILLS \$ 2,964,898.54

MEETING NOTICES

City Council	September 11, 2018	6pm Work Session
		Regular Session immediately following

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 142-2018**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
NORTHFIELD, ATLANTIC COUNTY, NEW JERSEY, ENDORSING ITS
AMENDED HOUSING ELEMENT AND FAIR SHARE PLAN AND
ADOPTING ITS MOUNT LAUREL SPENDING PLAN**

WHEREAS, on August 21, 2018, the Planning Board of the City of Northfield, County of Atlantic, State of New Jersey, adopted an amended Housing Element and Fair Share Plan which, among other things, includes the City's Mount Laurel Spending Plan; and

WHEREAS, the amended Housing Plan Element and Fair Share Plan addresses the City's Mount Laurel obligations as delineated in the court-approved Settlement Agreement involving the City, Fair Share Housing Center, and Mason Properties, LLC executed on or around April 27, 2018; and

WHEREAS, the City of Northfield remains committed to comply with its constitutional Mount Laurel obligations by voluntarily providing its "fair share" of affordable housing; and

WHEREAS, because COAH is no longer a functioning administrative agency and therefore will not approve any Spending Plan, including the City's; and

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

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, hereby endorses the amended Housing Element and Fair Share Plan as adopted by the Northfield Borough Planning Board on August 21, 2018; and

BE IT FURTHER RESOLVED that the Common Council of the City of Northfield, County of Atlantic, hereby adopts its Mount Laurel Spending Plan; and

BE IT FURTHER RESOLVED that the Common Council of the City of Northfield, pursuant to the provisions of N.J.S.A. 52:27D-301 et. seq. hereby authorizes its professionals to immediately file the adopted and endorsed amended Housing Element and Fair Share Plan, including its Mount Laurel Spending Plan, and all other relevant documents with the Court; and

BE IT FURTHER RESOLVED that the Common Council of the City of Northfield hereby authorizes its professionals to take any and all actions reasonable and necessary to (1) secure approval of the City's amended Housing Element and Fair Share Plan and Mount Laurel Spending Plan; and (2) to maintain the City's immunity from any Mount Laurel lawsuits; and

BE IT FURTHER RESOLVED that, upon seeking approval of its amended Housing Element and Fair Share Plan and Mount Laurel Spending Plan, all known interested parties shall receive notice of the City's intent; and

BE IT FURTHER RESOLVED that that notice of the City's application for approval of its amended Housing Element and Fair Share Plan and adopted Mount Laurel Spending Plan shall be published in a newspaper of regional circulation and the City shall otherwise provide all the notice Court deems appropriate as it determines whether the amended Housing Element and Fair Share Plan satisfies the City's affordable housing responsibilities under applicable laws. Said notice shall give the public sufficient time to review the City's amended Housing Element and Fair Share Plan, including its Mount Laurel Spending Plan, and offer any comments that the individual or entity may deem appropriate.

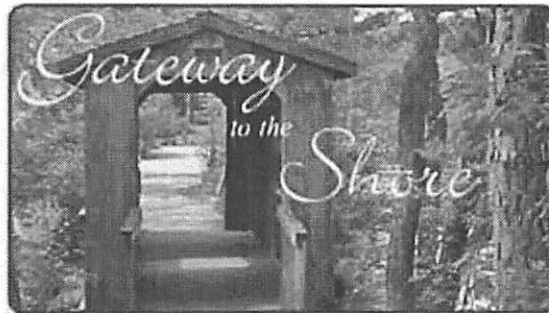
I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common Council of the City of Northfield, held this 21st day of August, 2018.

Mary Canesi, RMC, Municipal Clerk

RESOLUTION NO. 142-2018

ATTACHMENT

**2018 Master Plan Revisions
Housing Element
Fair Share Plan
&
Spending Plan
City of Northfield
Atlantic County, New Jersey**



Adopted after a public hearing by Resolution _____ of the
Northfield City Planning Board on _____

Endorsed by the Governing Body on _____

PREPARED BY:

Tiffany A. CuvIELLO, PP, LLC
Community Development and Planning

7 Equestrian Drive • Galloway, NJ 08205
Phone (609) 652-0271 or (856) 912-4415
tcuvIELLO@comcast.net

**2018 Master Plan Revisions
Housing Element
Fair Share Plan
&
Spending Plan
City of Northfield
Atlantic County, New Jersey**

MAYOR

Erland Chau

COUNCIL MEMBERS

Greg Dewees, Council President
Cliff Murray, Council President Pro Tempore
Susan M. Korngut
Jeffrey Lischin
Cliff Murray
Jim O'Neill
Frank Perri, Jr.
Jim Travagline

Mary Canesi, Registered Municipal Clerk

PLANNING BOARD

Dr. Richard Levitt, Chairman
Clem Scharff, Vice Chairman
Erland Chau, Mayor
Frank Perri, Jr., Councilman
Sgt. Paul Newman
Jim Leeds
Ronald Roegiers
Derek Rowe
James Shippen
Henry Notaro, Alt. #1
Mark Bruno, Alt. #2
Joe Massari, Alt. #3
Daniel Reardon, Alt. #4

Norman J. Zlotnick, Solicitor
Matt Doran Professional Engineer
Robin Atlas, Secretary

Prepared By:

Tiffany A. Morrissey, AICP, PP#5533

The original of this document was signed and
sealed in accordance with NJAC 13:41-1.3.b

TABLE OF CONTENTS

<i>EXECUTIVE SUMMARY</i>	5
<i>INTRODUCTION</i>	8
<i>HOUSING ELEMENT</i>	11
<u>Affordable Housing Obligation</u>	11
Present Need – Rehabilitation Component	11
Prior Round Component	11
Prospective Need Component	11
Vacant Land Adjustment	12
<i>FAIR SHARE PLAN</i>	13
<u>Affordability Requirements</u>	13
<u>Consideration of Lands Appropriate for Affordable Housing</u>	13
<u>Availability of Existing and Proposed Infrastructure</u>	14
<u>Affordable Housing Plan</u>	15
Rehabilitation Obligation:	15
Prior Round and Prospective Need:	15
Prior Round	16
Prospective Need	20
Unmet Need	22
<u>Affordable Housing Trust Fund</u>	23
<u>Cost Generation</u>	23
<u>Monitoring</u>	24
<u>Fair Share Ordinance And Affirmative Marketing</u>	24
<u>CONCLUSION</u>	25
<i>SPENDING PLAN</i>	26
<u>Revenues for Certification Period</u>	26
<u>Administrative Mechanism To Collect And Distribute Funds</u>	27
<u>Anticipated Use Of Affordable Housing Funds</u>	28
<u>Expenditure Schedule</u>	30
<u>Summary</u>	30

APPENDIX 1 – Settlement Agreement	_____
APPENDIX 2 – MOU with Mason Properties, LLC	_____
APPENDIX 3 – Infrastructure	_____
APPENDIX 4 –Caring House 30	_____
APPENDIX 5 – Caring House 45	_____
APPENDIX 6 – Butterfly Properties	_____
APPENDIX 7 – Community Quest	_____
APPENDIX 8 – Career Opportunity Development, Inc.	_____
APPENDIX 9 – Implementing Zoning Ordinances	_____
APPENDIX 10 – Affordable Housing Trust Fund Ordinance	_____
APPENDIX 11 – Affordable Housing/Affirmative Marketing Ordinances	_____

EXECUTIVE SUMMARY

This Housing Element and Fair Share Plan has been prepared for the City of Northfield, Atlantic County, in accordance with the N.J. Fair Housing Act (hereinafter the “FHA”) at N.J.S.A. 52:27D-301 et. seq. Because the Supreme Court invalidated the second iteration of the Round 3 regulations adopted by the New Jersey Council on Affordable Housing (“COAH”) via in In re Adoption of N.J.A.C. 5:96 & 5:97 by NJ Council on Affordable Housing, 215 N.J. 578 (2013), this Housing Element and Fair Share Plan (“Affordable Housing Plan”) comports with COAH’s Round 2 rules at N.J.A.C. 5:91 et seq. and N.J.A.C. 5:93 et seq.

Pursuant to an Order entered by Honorable C. Johnson on January 5, 2015, this Affordable Housing Plan addresses the City’s indigenous need rehabilitation obligation of fourteen (14) units, and its Prior Cycle prospective need obligation of one hundred and ninety (190) units. Due to the uncertainty surrounding COAH’s regulations and the potential for significant changes to the Mount Laurel doctrine in the next several months, the City reserves the right to amend this Plan as the need arises.

Two other aspects of Judge Johnson’s Order are notable.

First, it acknowledges that the City was required to introduce an Ordinance to rezone the property located at Block 17, Lots 4 and 7-12 on the City’s Tax Map currently owned by Max Gurwicz and Sons, Inc. and commonly referred to as the “MGS Site.” On December 16, 2014, the City complied with this obligation by adopting this Rezoning Ordinance which permits MGS to develop the MGS Site with an inclusionary development with a maximum of 265 non-age restricted apartment units with a mandatory 15 percent affordable housing set aside resulting in 40 affordable housing credits for the City. Because the City intends to seek “rental bonus” credits pursuant to N.J.A.C. 5:93-5.15(d)(1), the MGS development will eventually result in up to 80 affordable housing credits to be applied to the City’s Mount Laurel obligations. On December 16, 2014, the City also authorized the execution of a formal Developer’s Agreement further delineating the rights and responsibilities of MGS, the City, and the Northfield Planning Board, and on January 8, 2015, the Planning Board similarly authorized execution of the Agreement. By rezoning the MGS site and entering into the Developer’s Agreement, the City effectively avoided the costs and burdens associated with defending a “builder’s remedy lawsuit” by MGS.

Second, the Order notes that the City and Planning Board shall remain “immune” from all

exclusionary zoning and builder's remedy lawsuits as long as the City filed with the Court a duly-adopted and endorsed Housing Element and Fair Share Plan. This action is consistent with Resolution 94-2014 (the "catalyst resolution") by the City Council adopted on May 15, 2014 wherein the City of Northfield formally committed to comply voluntarily with its Mount Laurel obligations and sought to do so free from the costs and burdens of Mount Laurel lawsuits. It is also consistent with the formal declaratory action filed by the City on May 16, 2014 and styled as In the Matter of the Application of the City of Northfield, County of Atlantic, Docket No.: ATL-L-2050-14. By taking these actions, Northfield took the first steps to comply with the overarching principal of the Mount Laurel doctrine which encourages New Jersey municipalities to provide their constitutional "fair share" of affordable housing voluntarily and without the need for exclusionary zoning lawsuits. Adoption by the Planning Board, endorsement by the City Council, and subsequent filing of the Plan with the Court will advance this principal and accordingly will permit the City and Planning Board to secure approval of the Plan while retaining immunity from suit.

On October 20, 2014, COAH reached a voting deadlock and therefore violated the Supreme Court's March 14, 2014 Order by failing to adopt new Round 3 regulations on or before October 22, 2014. On October 31, 2014, Fair Share Housing Center ("FSHC") filed a motion to enforce litigants' rights arguing that, because COAH cannot or will not do its job, the Court should (1) expose the 314 municipalities under COAH's jurisdiction to exclusionary zoning lawsuits on a case-by-case basis; and (2) direct the trial courts to take over all the functions of COAH. Oral argument on this motion took place on January 6, 2015. and, on March 10, 2015, the Supreme Court issued an opinion styled as In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"). The gravamen of Mount Laurel IV was that, because COAH was "moribund" and no longer implementing the provisions of the FHA, the Supreme Court was left with no choice but to transfer jurisdiction over all Mount Laurel matters to trial judges across the state. In addition, the Court established procedures and deadlines to enable municipalities to secure or extend immunity by filing a timely Declaratory Judgment Action ("DJ Action") and asking the trial judge to review and ultimately approve their Round 3 Housing Element and Fair Share Plans.

Consistent with these procedures, the City filed a timely DJ Action in July of 2015. The DJ Action sought judicial approval of the City's Round 3 Affordable Housing Plan to be memorialized through an Order commonly referred to as a Judgment of Compliance and Repose ("JOR"). Two entities responded to this pleading, including Fair Share Housing Center ("FSHC"), a renown nonprofit affordable housing advocacy group; and Mason Properties, LLC ("Mason"), a property owner that intends

to construct a 80-unit inclusionary development in the City. After a period of negotiations, the City entered into agreements with FSHC and Mason and, on June 1, 2018, Honorable Nelson C. Johnson, J.S.C. approved them via a duly-noticed Mount Laurel “Fairness Hearing.” This Plan is therefore prepared to comport with the collective terms of both approved agreements.

INTRODUCTION

On January 22, 2015, the City of Northfield prepared, adopted, and endorsed an Affordable Housing Plan (“2015 Plan”) to address its 190-unit Prior Round Obligation. This Affordable Housing Plan (“2018 Plan”) amends the 2015 Plan by adding the Mount Laurel compliance techniques through which the City will satisfy its Round 3 obligation. The “Housing Element” portion of the 2018 Plan carries forward the Demographic Analysis from the 2015 Plan verbatim. This Plan also includes a number of ancillary documents, including a Spending Plan that (1) accounts for the funds already deposited, and to be deposited through 2025, into the City’s Mount Laurel Trust Fund; and (2) demonstrates the manner in which the City intends to expend the funds to advance the interests of the region’s low- and moderate-income households.

Every municipality in New Jersey has a constitutional obligation to provide a “realistic opportunity” for the construction of its “fair share” of affordable housing. This obligation was established as a result of the Mount Laurel opinions issued by the Supreme Court of New Jersey between 1975 and the present and the enactment of the FHA by the Legislature in 1985. In accordance with the Municipal Land Use Law, a municipality may not adopt a zoning ordinance unless it has adopted a Housing Element. N.J.S.A. 40:55D-1 et. seq. A Fair Share Plan addressing how the municipality will provide for affordable housing is an essential component of the Housing Element. Pursuant to N.J.S.A. 52:27D-310 the Housing Element is required to include the following:

- An inventory of the municipality’s housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated;
- A projection of the municipality’s housing stock, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development trends;
- An analysis of the municipality’s demographic characteristics, including, but not necessarily limited to, household size, income level, and age;
- An analysis of the existing and probable future employment characteristics of the municipality;
- A determination of the municipality’s present and prospective fair share of low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share of low and moderate income housing; and
- A consideration of the lands most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or

rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.

COAH's regulation at N.J.A.C. 5:93-5.1 further requires the City's Housing Element to "include the municipality's strategy for addressing its present and prospective housing needs," and the following information and documentation must be submitted with the Housing Element and Fair Share Plan:

- The minimum requirements of the Fair Housing Act, N.J.S.A. 52:27D-310 (listed above);
- An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated;
- A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the six years subsequent to the adoption of the housing element, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
- An analysis of the municipality's demographic characteristics, including, but not limited to, household size, income level and age;
- An analysis of the existing and probable future employment characteristics of the municipality;
- A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing;
- A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing;
- A map of all sites designated by the municipality for the production of low and moderate income housing and a listing of each site that includes its owner, acreage, lot and block;
- The location and capacities of existing and proposed water and sewer lines and facilities relevant to the designated sites;
- Copies of necessary applications for amendments to, or consistency determinations regarding, applicable area wide water quality management plans (including wastewater management plans).
- A copy of the most recently adopted municipal master plan and where required, the immediately preceding, adopted master plan;

- For each designated site, a copy of the New Jersey Freshwater Wetlands maps where available. When such maps are not available, municipalities shall provide appropriate copies of the National Wetlands Inventory maps provided by the U.S. Fish and Wildlife Service;
- A copy of appropriate United States Geological Survey Topographic Quadrangles for designated sites; and
- Any other documentation pertaining to the review of the municipal housing element as may be required by the Council.

Pursuant to N.J.A.C. 5:93-5.15(c), if a municipality intends to collect development fees, it shall prepare a plan to spend development fees that includes the following:

- A projection of revenues anticipated from imposing fees on development, based on historic development activity;
- A description of the administrative mechanism that the municipality will use to collect and distribute revenues;
- A description of the anticipated use of all development fees;
- A schedule for the creation or rehabilitation of housing units;
- If the municipality envisions being responsible for public sector or non-profit construction of housing, a pro-forma statement of the anticipated costs and revenues associated with the development; and
- The manner through which the municipality will address any expected or unexpected shortfall if the anticipated.

HOUSING ELEMENT

The Demographic Analysis prepared in the January 2015 Housing Element is not amended as a result of this plan. The analysis in said plan is from 2010 Census Data and remains valid.

Affordable Housing Obligation

Pursuant to a settlement agreement dated April 27, 2018 by and between the Township and Fair Share Housing Center, the Township's affordable housing obligation includes the following:

Rehabilitation Share (per the Kinsey Report ¹)	17
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	190
Third Round (1999-2025) Prospective Need (per the Kinsey Report, as adjusted by FSHC settlement agreement, including the "Gap Period" between 1999 and 2015)	89

Present Need – Rehabilitation Component

The Rehabilitation obligation is determined by calculating the number of deficient housing units occupied by low and moderate income households within the City. This figure is calculated using indices such as overcrowding of units constructed prior to 1950, incomplete kitchen and plumbing facilities and the estimated number of low and moderate income households in the municipality. The City's rehabilitation obligation is **17 units**.

Prior Round Component

The Prior Round obligation is the City's cumulative Round 1 and 2 affordable housing obligation for the years between 1987 and 1999. The City's Prior Round obligation is **190 units**.

Prospective Need Component

Pursuant to the FSHC agreement referenced above, the City's Round 3 obligation is **89 units**. The Round 3 Prospective Need includes the so-called "Gap Period Present Need," which is a measure of households formed from 1999-2015 that need affordable housing, created by the Supreme Court in In re

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, July 2015.

Vacant Land Adjustment

A Vacant Land Adjustment (“VLA”) is warranted because the City lacks sufficient vacant, suitable land to fully-satisfy its Prospective Need obligations. A VLA requires an inventory of vacant parcels. The municipality may exclude vacant contiguous parcels if they would accommodate less than five (5) dwelling units utilizing a presumptive density of six (6) units per acre. Additionally, the municipality may eliminate sites that are environmentally sensitive (as defined under N.J.A.C. 5:93-4.2(e)2); active recreational lands; conservation, parklands and open space. The total vacant land in the City is estimated at just over 256 acres. This list does not include restricted open space and recreation or any sites included in the Fair Share Plan. The properties excluded from the vacant land inventory total of 35.2 acres as either restricted open space or lots too small for development. The parcels excluded from the Vacant Land Inventory are as provided for under N.J.A.C. 5:93-4.2(e).

By presuming a development density of 6 units per acre with a 20% affordable housing set-aside, the roughly 16 vacant, suitable acres in the City create a Realistic Development Potential (“RDP”) of 18 units. The City’s Vacant Land Analysis and resulting RDP calculation are set forth in the table below.

VACANT AND UNDERUTILIZED PARCELS (ADJUSTED FOR WETLANDS)									
Block	Lot	Property Location	Owner's Name	Zone	Acreage	Acreage Less Wetlands	RDP @ 6 u/a	20% Set Aside	Comments
1	9 & 10	2713 ZION RD	CUMMINGS, BETTY J	R-1A	6.29		37.74	7.548	Bayview Garden Center
16.01	46.01	800 TILTON RD	NIKMEHR PROP.-GENUINE PARTS CO.	C-B	1.760	0.880	5.3	1.1	
41	13	NORTHFIELD AVE	SIGANOS REALTY, LLC	O-PB	0.422		7.5	1.5	Adjoining Parcels
41	14	NORTHFIELD AVE	SIGANOS REALTY, LLC	O-PB	0.424				
41	15	407 NORTHFIELD AVE	RICHARD SIMON, TRUSTEE	O-PB	0.399				
66	11	DOLPHIN AVE	CITY OF NORTHFIELD	R-1	1.1		13.5	2.7	
69	1.02	605 DOLPHIN AVE	CITY OF NORTHFIELD	S.C.	1.15				
59	2.01	807 TILTON RD	PINCHUS KIEJDAN ESTA MARITAL TR B	R-C	4.450		26.7	5.3	
Totals					15.995	0.880	90.7	18.1	

Subtracting the 18-unit RDP from the City’s Prospective Need Obligation of 89 results in a downward fair share adjustment of 71 units. This remainder is known as “Unmet Need,” that portion of the obligation which can not be satisfied due to the lack of available land. Pursuant to the FSHC agreement, the City has proposed overlay zoning to help satisfy their unmet need as discussed below.

FAIR SHARE PLAN

Affordability Requirements

Affordable housing is defined under N.J.'s Fair Housing Act as a dwelling, either for sale or rent that is within the financial means of households of low or moderate income as income is measured within each housing region. The City of Northfield is in COAH's Region 6, which includes Atlantic, Cape May, Cumberland and Salem counties. Moderate-income households are those earning between 50% and 80% of the regional median income. Low-income households are those with annual incomes that are between 30% and 50% of the regional median income. As required by the amended FHA (Roberts bill), COAH has also included a very low-income category, which is defined as households earning 30% or less of the regional median income.

Through the Uniform Housing Affordability Controls (hereinafter "UHAC") at N.J.A.C. 5:80-26.3(d) and (e), COAH requires that the maximum rent for a qualified unit be affordable to households that earn no more than 60% of the median income for the region. The average rent must be affordable to households earning no more than 52% of the median income. The maximum sale prices for affordable units must be affordable to households that earn no more than 70% of the median income. The average sale price must be affordable to a household that earns no more than 55% of the median income.

The regional median income is defined by COAH using the federal Department of Housing and Urban Development ("HUD") income limits on an annual basis. In the spring of each year HUD releases updated regional income limits which COAH reallocates to its regions. It is from these income limits that the rents and sale prices for affordable units are derived. These figures are updated annually.

Consideration of Lands Appropriate for Affordable Housing

Consistent with smart growth principles, the City has chosen to intersperse affordable housing throughout existing residential neighborhoods in the City and in proximity to transportation corridors including the N.J. Transit bus service stops, U.S. Route 9 (New Road) and County Route (Tilton Road), which is a major county roadway traversing across the County from the City of Northfield to the Township of Galloway. These areas of the City provide the greatest number of employment opportunities and services. The developed portions of the City (excluding the marshlands) are within the State Planning Area 1, which is conducive and appropriate for development.

The City has analyzed whether inclusionary zoning and the development of 100% affordable housing sites would serve the City to address its fair share obligation and as discussed below has determined that a combination of these types of development would be appropriate to satisfy the City's prior round fair share obligation.

N.J.S.A. 52:27D-310(f) requires the City to identify sites owned or controlled by developers who have expressed a willingness to construct affordable housing. Pursuant to this requirement the City notes that Max Gurwicz and Sons, Inc., the owner of Block 17, Lots 4 and 7-12 on the City's Tax Map, has expressed an interest in constructing affordable housing, (hereinafter "MGS Site"). The parties have engaged in settlement discussions and on December 16, 2014, the City complied with this obligation by adopting this Rezoning Ordinance which permits MGS to develop the MGS Site with an inclusionary development with a maximum of 265 non-age restricted apartment units with a mandatory 15 percent affordable housing set aside resulting in 40 affordable housing credits for the City.

This plan also notes Mason Properties, LLC the owner of Block 92, Lots 25, 28, 29, 33 & 34 and Block 52, Lot 4.01 on the City's Tax Map, as having an interest in constructing affordable housing, (hereinafter "Mason Properties"). The parties have engaged in a Memorandum of Understanding dated June 19, 2018 and approved by resolution 128-2018 to include this site in the affordable housing plan. The property will be rezoned to permit an inclusionary development with a minimum of 12 units per acre but up to 15 units per acre with a mandatory 15% affordable housing set-aside requirement. The development would include age-restricted residential units.

Availability of Existing and Proposed Infrastructure

The City has infrastructure capacity to address its prior round fair share obligation. Public water is provided to the City through existing reservoirs and treatment plants operated by the New Jersey American Water Company. Capacity exists to provide public water to address the City's affordable housing developments.

The Atlantic County Utilities Authority (ACUA) owns and operates a sewage collection system, pumping stations and treatment plant, which serves the City of Northfield. The City's affordable housing obligation, as well as any market rate units associated with it, will be adequately served with public sewer capacity provided by the Atlantic County Utilities Authority. (See Appendix for letters from utilities)

Affordable Housing Plan

Rehabilitation Obligation:

The Atlantic County Improvement Authority (“ACIA”) has been responsible for administering a rehabilitation program throughout Atlantic County through their “Owner Occupied Housing Rehabilitation Program”. The ACIA places liens on participating properties and recaptures funding upon re-sale. ACIA uses federal Community Development Block Grant (hereinafter “CDBG”) funds as well as prior rehabilitation funds paid back at the time of a home sale to operate a county-wide housing rehabilitation program for owner-occupied housing. The ACIA will provide for the City’s 17 unit rehabilitation obligation

Prior Round and Prospective Need:

As set forth above, the City of Northfield must address a Prior Round (1987-1999) obligation of 190 units and a Prospective Need obligation of 89 units, for a total of 279. COAH has established parameters that establish rental requirements, age-restricted housing limitations, and rental bonuses as housing credits. Pursuant to those parameters, the City Fair Share Plan must create a minimum of 52 family rental units. The City is also permitted to receive a rental bonus for rental units that meet the criteria under N.J.A.C. 5:93-5.15(d), up to a maximum of 52 bonus credits. The total affordable housing units shall be permitted to utilize a maximum of 52 age-restricted units. N.J.A.C. 5:93-5.14(a)3. (These calculations include the Prior Round and RDP but not the Unmet Need in determining the bonus credits and family and age restricted unit caps. These numbers adjust at a point when the unmet need is satisfied. Therefore the maximum bonus permitted is 117 credits if all of the unmet need is addressed.)

City of Northfield Affordable Housing Obligation			
	Total Obligation	Prior Round	Prospective Need
Obligation	279	190	89 RDP-18 Unmet Need-71
Less Prior Cycle Credits	0	0	0
Total Obligation	279	190	89
Rental Minimum – 25%	70	47	5
Age-Restricted Maximum – 25%	70	47	5
Maximum Rental Bonus – 25%	70	47	5

The City proposes to satisfy its affordable housing obligation through various mechanisms all of which will be discussed throughout this report. The following summarizes the City's Fair Share Plan.

Prior Round

Northfield Housing Sites						
Property	Location	Block	Lot	COAH Units	Bonus Credits	Housing Type
Community Quest	2026 Cedarbridge Road	84	23	3		Group Home
Caring, Inc.	103 E. Mill Road	173	7	6		Group Home
Career Opportunity Development Inc.	322 Shore Road	179.02	44.02	4	4	Group Home
Butterfly Properties	116 Oakcrest	76	4	3	3	Group Home
Habitat For Humanity	Maple Avenue	67	9 & 10	1		Family
Habitat For Humanity	Jackson/Roosevelt Avenue	121	1	2		Family
Gurwicz/MGS Development	Cresson Avenue Tilton Road			40	40	Family
Mason Properties	Mill Road and Wabash Avenue	92	25, 28, 29, 33 & 34	12		Age Restricted
AC Country Club	Shore Road	175 (179.01)	48 (1.01)	72		Family
TOTAL CREDITS				143	47	190

Supportive and Special Needs Housing

- Community Quest

Community Quest. provides community based residences for adults who have development disabilities. This property is located on Block 84, lot 23 and consists of a single-family dwelling being used as a group home. The facility is licensed by the NJ Department of Human Services as a Group Home. The property contains 3 bedrooms. The total affordable housing credits for this property would be 3 Credits (See group home documentation in the Appendix of the Fair Share Plan)

- Caring House 30 – 103 E. Mill Road

Caring, Inc. provides community based residences for adults who have development disabilities. This property is located on Block 173, lot 7 and consists of a single-family dwelling being used as a group home. The facility is licensed by the NJ Department of Human Services. The property received a Certificate of Occupancy and license in 2012 and contains 6 bedrooms. The total affordable housing credits for this property would be 6 Credits (See group home documentation in the Appendix of the Fair Share Plan)

- Career Opportunity Development Inc. (CODI) – 322 Shore Road

Career Opportunity Development Inc. (CODI) provides community based housing for adults who have development disabilities. The facility is licensed by the NJ Department of Human Services. The property received a Certificate of Occupancy and license in 2003 and contains 4 bedrooms. (See group home documentation in the Appendix of the Fair Share Plan)

- Butterfly Properties – 116 Oakcrest Avenue

This property is managed by Butterfly Properties and is funded by the HUD 811 program. The development was sponsored by Collaborative Support Programs of New Jersey as a provider of housing for persons that are mentally ill. The residence provides housing to persons 18 years of age and older that are chronically mentally ill. The property contains controls for 99-years extending through 2094 (effective in 1995). The facility is licensed by the NJ Department of Human Services. The property received a Certificate of Occupancy and license in 1998 and contains 3 bedrooms. The property is eligible for 3 bonus credits since the lengths of controls extend beyond 30 years. The total affordable housing credits for this site are 6 credits. (See group home documentation in the Appendix of the Fair Share Plan)

Habitat for Humanity

The City of Northfield will work with Habitat for Humanity in creating affordable housing opportunities. The City owns two parcels that will be donated to Habitat for Humanity.

- *Parcel 1.* The City owns Block 67, Lots 9, 10 & 11 along Maple Avenue. This parcel consists of 0.3186 acres and can accommodate a minimum of 1 residential unit. The lots would be slightly undersized as compared to the existing zoning, but they would be compatible in size with the surrounding neighborhood. The current zoning designation is Residential R-1 and permits a minimum lot size of 10,000 square feet.
- *Parcel 2.* The City owns Block 121, Lot 1 with frontage on Jackson Avenue and Roosevelt Avenue. The City will work with Habitat for Humanity to subdivide this parcel into two residential parcels of at least 5,000 square feet or greater. The total tract is estimated at 13,499

square feet. The land will be donated to Habitat for Humanity to construct two affordable housing units. The current zoning on this parcel is Residential R-2 and requires a minimum lot size of 7,500 square feet with a 70-foot lot width. The existing parcel will not meet the minimum lot width or size requirements, however, they new lots would be compatible with the lots in the surrounding neighborhood.

MGS – Cresson Avenue

This parcel is located on Cresson Avenue and Tilton Road and consists of 20.4 acres. The site was rezoned to permit multi-family residential development at a density of 13 units per acre or up to 265-units. The zoning requires a 15% set-aside for low/moderate income housing, or 40 units.

This property is located in the northeastern corner of the City and is bordered by a Regional Commercial shopping center to the west. The northern boundary of the site is co-existent with the Township of Egg Harbor. The southeastern boundary of the site includes an existing residential neighborhood of single-family detached dwellings on lots with a range in size of 8,000 to 10,000 square feet.

Arthur Henry (Mill Road/Wabash Avenue)

This parcel is located on Block 92, Lots 25, 28, 29, 33 & 34 and Block 52, Lot 4.01. The property contains a non-conforming business operation of a construction company. The uses on the property include an office, shop and storage building as well as an outside storage yard for equipment and materials. The site is bordered to the west by the City Library and the local bike path runs along the street frontage just opposite the site on Wabash Avenue. The surrounding neighborhood includes single-family detached dwelling units on lot sizes that range from 8,000 square feet to 13,000 square feet (approximately).

The site is currently zoned Residential R-1, permitting a single-family residential at a density of 4.3 units per acre on 10,000 square foot lots. This zoning district also permits Residential Senior Housing as a permitted conditional use. As a conditional use a property of at least 7 acres may create a Planned adult development with a density of 12 units per acre. The zoning also permits Mid-Rise Senior Citizen Housing as a conditional use on lots of 15 acres at a density of 15 units per acre. Both of these conditional uses require a 20% set-aside for low/moderate income housing.

The City proposes to enact a new zone on this parcel, Affordable Housing 1-Age Restricted district (AH1-AR) with a density of 12 units per acre. The site would accommodate a minimum of 80 units of which 12 would be affordable housing units using a set-aside of 15%. This zoning is generally consistent with the existing permitted conditional use standards. The City will utilize the existing conditional use standards for a Planned Adult Development for the proposed rezoning and adjust the minimum lot size to 6.5 acres. The Planned Adult Development will become a permitted use by right on the subject parcel. Additional requirements shall be included in the zoning ordinance as per the Memorandum of Understanding included in the Appendix of this report. The draft ordinance is included in the Implementing Ordinances attached to this report.

Atlantic City Country Club

This parcel is located along Shore Road and consists of 225 acres, of which approximately 110 acres are considered uplands. The site is currently zoned Country Club C-C, permitting a golf course and single-family residential dwelling units. The zoning district also permits a Country Club Community as a permitted conditional use. The Country Club Community would permit a combination of golf course, single-family residential on one-acre lots, golf villas and golf suites for a maximum of 62 golf-villas, 50 golf-suites and 13-single-family dwelling units.

The City proposes to amend the existing Country Club Community standards to permit increased residential densities with an affordable housing set-aside. The ordinance would restrict the residential development to areas on Block 175, Lot 48 and Block 179.01, Lot 1.01. The ordinance would maintain the golf-course and club house. The zoning would permit up to 360 residential units as a combination of golf villas and townhouse units. The golf suites would continue to be a permitted use separate from the golf villas. It is estimated that the areas available for development consists of approximately 21+/- acres. The residential density on the 21 acres (excluding the balance of the 18-hole golf course) would be 17 units per acre. This would permit up to 72 affordable housing units with a 20% set-aside.

The Atlantic City Country Club is under private ownership. It was founded in 1897 and is known as “The Birthplace of the Birdie” as well as being where the term “Eagle” was coined. (www.accountryclub.com *Course History*) The City recognizes the importance of the golf course and its future success. The City wants to see the golf course preserved as a fundamental part of the community. The proposed ordinance would not eliminate the 18-hole course but allow for added development along its fringe areas.

Prospective Need

Property	Location	Block	Lot	COAH Units	Bonus Credits	Housing Type
Caring Inc.	120 E. Mill Road	168	12	5	5	Group Home
Tilton Road Mixed Use	Tilton Road	16.01	52 & 57	8		Family
City Owned Site	Dolphin Avenue	69	1.02	3		Family
		66	11			
TOTAL CREDITS				16	5	21

Supportive and Special Needs Housing

- Caring House 45 – 120 E. Mill Road

Caring, Inc. provides community based residences for adults who have development disabilities. This property is located on Block 168, lot 12 and consists of a single-family dwelling being used as a group home. The facility is licensed by the NJ Department of Human Services. The property received a Certificate of Occupancy and license in 2013 and contains 5 bedrooms. (See group home documentation in the Appendix of the Fair Share Plan)

Tilton Road – Mixed Use

This parcel is a combination of two properties located on Block 16.01, Lots 52 and 57 and consists of 15.51 acres. The site is currently zoned Regional Commercial R-C, permitting non-residential development. This zoning district also permits Residential Senior Housing as a permitted conditional use. As a conditional use a property of at least 7 acres may create a Planned adult development with a density of 12 units per acre. The zoning also permits Mid-Rise Senior Citizen Housing as a conditional use on lots of 15 acres at a density of 15 units per acre. Both of these conditional uses require a 20% set-aside for low/moderate income housing.

The City proposes to rezone this parcel as an overlay Affordable Housing 2-Mixed Use (AH2-MU) with a density of 2.6 units per acre. The site would accommodate up to 40 multi-family housing units with an affordable housing set-aside of 20% or 8 units. The zoning would also permit first floor commercial/office space. The City currently does not permit multi-family residential housing as a mixed use. The overlay zone will offer additional opportunities for development that would not otherwise exist. The ability to create multi-family housing with first floor commercial provides incentives making the new land use more attractive and feasible on this property.

A portion of this property is impacted by wetlands and additional investigations will need to be completed to determine the useable building envelope. However, given the permitted site coverages under the CAFRA regulations and the location of the property along a commercial corridor, the mixed-use development zoning provides an improved opportunity for development.

The site will also continue to permit the age-restricted housing development as a permitted conditional use. The requirements of the existing ordinance for the conditional use development includes a 20% affordable housing set-aside. In this development scenario the site could accommodate a greater housing density but no commercial space. The City reserves the right to review the appropriateness of the age-restricted conditional use standards at a later date.

The site is located on the City's primary commercial corridor, Tilton Road. It is bordered to the north by a newly constructed office building. The southern side of the site includes various non-residential land uses including a small shopping center with a lawn and garden contractors yard in the rear. Opposite the site on the eastern side of Tilton Road is a larger shopping center. To the rear of the shopping center is the recently zoned affordable housing site for MGS properties.

City Owned Site

The City owns just over 2 acres on property along Dolphin Avenue on Block 66, Lot 11 and Block 69, Lot 1.02. The two parcels are not contiguous. The properties are currently zoned Residential R-1, permitting a single-family residential at a density of 4.3 units per acre on 10,000 square foot lots.

The property is located along Dolphin Avenue and Harvey Drive. The parcel along Harvey Drive is wooded and is bordered by a single-family dwelling on the north and west. The single-family dwellings are on larger lots of between 30,000 square feet to one acre. Opposite the site on the east side of Dolphin Avenue is the Atlantic County public works yard. The parcel on Dolphin Avenue is also wooded and is completely surrounded by the Atlantic County public works yard.

Block 66, Lot 11 is located at the corner of Harvey Drive and Dolphin Avenue and contains one acre of land. The current zoning would permit the lot to be subdivided into at least four lots in terms of the implied density. Block 69, Lot 1.02 is located along Dolphin Avenue and contains 1.12 acres of land. This parcel would also permit up to four lots based on the current density limitations. The City proposes to permit development on these properties which would yield at least 3 affordable housing units. This

would be achievable under the current zoning with a restriction that the lots be utilized for affordable housing either through partnership with Habitat for Humanity or through a similar partnership. The City may also elect to develop the sites in the future with Housing Trust Fund money if and when the fees collected yield enough to allow for the proposed development.

Unmet Need

The City has completed a Vacant Land Adjustment and as such they have a Realistic Development Potential (RDP) of 18 units. The above mechanisms provide up to 21 credits leaving an unmet need of 68 units. The City will implement the following mechanisms to address the 68-unit remaining portion of its allocation of the Round 3 regional need or “unmet need”:

Overlay Zone:

The City will create an overlay zone for Block 40, Lots 28, 29 & 40 (St. Gianna Deretta Molla Parish) to permit the development of complimentary housing options. This site is currently developed with the existing parish, rectory and associated improvements. The overlay zoning would permit the creation of an inclusionary or 100% affordable age-restricted development, independent living or congregate care/assisted living facility. The total site is 14.4 acres with approximately 6 acres available for development. The ordinance would permit the housing to be developed in addition to the existing church campus. The site would be permitted to create at least 100 units/beds with 20 affordable units. The zoning would permit 100% affordable or market-rate with a minimum 20% set-aside. The market-rate would allow a density to support a minimum of 20 affordable housing units. Since the Catholic Church owns the site it is feasible to permit a 100% affordable development which could generate additional housing credits.

Inclusionary Zoning Ordinance:

The City proposes a municipal-wide 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.

Miscellaneous Provisions

The City has provided for affordable housing opportunities under the existing zoning for age-restricted developments. In the R-1 and the RC zones the City permits a Planned Adult Community with 12 units per acre with a 20% low- and moderate-income set aside. The same districts also permit a mid-rise age-restricted development of 15 units per acre with a 20% low- and moderate-income set aside. These conditional uses will remain in the ordinance, continuing to provide future affordable housing opportunities.

Bonus Provisions

In accordance with N.J.A.C. 5:93-5.15 the City of Northfield intends to take bonus credits for up to 25% the family rental units in this plan at the time they are completed and occupied. The projected rental bonus would account for up to 52 credits. The City reserves the right to apply additional bonus credits from units that become available as the unmet need is satisfied and they become eligible.

Affordable Housing Trust Fund

The City of Northfield adopted an affordable housing trust fund ordinance in accordance with COAH rules for the purposes of funding affordable housing activities in December of 2017 under Ordinance 15-2017. At the present time the fund is anticipated to assist with the municipally sponsored projects. The City recognizes that is required to adopt a Spending Plan for review and approval prior to any funds being expended. A Spending Plan is included as part of this report. The draft Affordable Housing Trust Fund ordinance is attached as an Appendix to this report.

Cost Generation

The City of Northfield's will provide for expediting the review of development applications containing affordable housing. Such expedition may consist of, but is not limited to, scheduling of pre-application conferences and special monthly public hearings for projects involving affordable housing. Furthermore, development applications containing affordable housing shall be reviewed for consistency with the Land Development Ordinance and Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.) The City shall comply with COAH's requirements for unnecessary cost generating requirements under N.J.A.C. 5:93-10.

Monitoring

The City of Northfield shall complete COAH's annual monitoring reports for the City's Affordable Housing Trust Fund and of the affordable housing units and programs.

Fair Share Ordinance And Affirmative Marketing

The City of Northfield has prepared an Affirmative Marketing and Fair Share Ordinance in accordance with COAH's substantive rules, N.J.A.C. 5:93-9, and the UHAC at N.J.A.C. 5:80-26. The City's Fair Share Ordinance will govern the administration of affordable units in the City as well as regulating the occupancy of such units. The Fair Share Ordinance (see draft in Appendix) covers the phasing of affordable units, the low/moderate income split, bedroom distribution, occupancy standards, affordability controls, establishing rents and sales prices, affirmative marketing, income qualification and the like. The costs of advertising and affirmative marketing of the affordable units (including the contract with the Administrative Agent) shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the City.

The affirmative marketing plan is 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 the affordable units located in the City. Additionally, the affirmative marketing plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside in Housing Region #6, consisting of Atlantic, Cape May, Cumberland and Salem counties.

The affirmative marketing plan includes regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance with N.J.A.C. 5:80-26. All newly created affordable units will comply with the thirty-year affordability control required by UHAC, N.J.A.C. 5:80-26-5 and 5:80-26-11. This plan must be adhered to by all private, non-profit or municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit. The costs of implementing the affirmative marketing plan (i.e., the costs of advertising the availability of affordable units, contract with the Administrative Agent, etc.) are the responsibilities of the developers of the affordable units. This requirement will be included in the City's fair share ordinances and shall be a condition of any municipal development approval.

CONCLUSION

There are limited remaining opportunities to create affordable housing in the City given the scarcity of vacant or underutilized parcels. Despite this, the City proposes to meet its Prior Round affordable housing obligation through various mechanisms as demonstrated herein. The City also recognizes there is a need to provide future opportunities for affordable housing and therefore will revise portions of the existing zoning ordinance to ensure larger residential developments provide affordable housing.

SPENDING PLAN

This Spending Plan has been prepared in accordance with the approved Settlement Agreement with Fair Share Housing Center and Mason Properties, LLC. The City of Northfield has not collected any fees for affordable housing as they have not implemented the proposed Development Fee Ordinance included in the Appendix of this Fair Share Plan amendment. Any future funds collected under this ordinance will be deposited into the affordable housing trust fund. These funds shall be spent in accordance with N.J.A.C. 5:93-8.1-8.22 as described in the sections that follow.

Revenues for Certification Period

To calculate a projection of revenue anticipated during the period relevant to the City's Final Round 3 Judgment of Compliance and Repose, the City of Northfield considered the following:

(a) Development fees:

1. Projects which have had development fees imposed upon them at the time of development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development and/or projected development in accordance with COAH projections.
4. Revenues from the 2.5 non-residential, for all commercial development

(b) Other funding sources: Other funding sources: No other funds have been or are anticipated to be collected.

(c) Projected interest: Interest on the projected revenue in the municipal affordable housing trust fund based upon the average amount earned on prior years.

SOURCE OF FUNDS	PROJECTED REVENUES-HOUSING TRUST FUND - 2018 THROUGH 2025								
	2018	2019	2020	2021	2022	2023	2024	2025	Total
(a) Projected Development fees:	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	160,000
(b) Payments in Lieu of Construction	0	0	0	0	0	0	0	0	0
(c) Other Funds	0	0	0	0	0	0	0	0	0
(d) Interest – 2% estimated	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Total	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	160,000

The above projected revenues are based upon projected residential and commercial development growth rates from prior years. The above assumes up to 5 residential units per year and limited commercial development. Between 2016 through April of 2018, the City has realized 10 new residential units and less than 1,000 square feet of new non-residential space. This forms the basis for the estimates above. Northfield projects a total of \$160,000 in revenue to be collected between January 1, 2018 and July 2, 2025. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.

Administrative Mechanism To Collect And Distribute Funds

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the City of Northfield:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the City's development fee ordinance for residential developments in accordance with COAH's rules at N.J.A.C. 5:93-8.1 et. seq. and for non-residential development consistent with N.J.S.A. 52:27D-329 et. seq. and N.J.S.A. 40:55D-8.1 through 8.7.

(b) Distribution of development fee revenues:

The City of Northfield's Municipal Housing Liaison shall recommend to the governing body the expenditure of development fee revenues as set forth in this Spending Plan. The governing body shall then review the request and, assuming for consistency with the Spending Plan, shall authorize the expenditure by resolution.

The release of funds requires the adoption of the governing body resolution in accordance with the City's approved Spending Plan. Once a request is approved by resolution, the Chief Financial Officer shall release the requested revenue from the Affordable Housing Trust Fund for the specific use approved in the governing body's resolution referenced immediately above.

Anticipated Use Of Affordable Housing Funds

Regulations permit the use of revenues generated by a Development Fee Ordinance for activities that address the municipal fair share obligation including, but not limited to, rehabilitation, new construction, improvement to land, roads, and infrastructure for affordable housing, assistance to render units more affordable, and administrative costs of housing plan implementation.

(a) New construction programs and projects (N.J.A.C. 5:93-8.7)

The City of Northfield will dedicate \$80,000 to new construction and rehabilitation programs (see detailed descriptions in Fair Share Plan). Additional funding may be provided through the City's Affordability Assistance Program to subsidize units to be affordable to very low-income households.

(b) Affordability Assistance (N.J.A.C. 5:93-8.8)

The City shall provide affordability assistance in accordance with the COAH requirements (N.J.A.C. 5:93-8.8). In accordance with the projections for new development the City of Northfield has prepared a table projecting the minimum affordability assistance requirement. The following table has been prepared solely to meet the requirements of N.J.A.C. 5:93-8.8:

Development fees collected through July 2018		\$0
Development fees projected 1/2018-2025		\$160,000
30 percent requirement	x 0.30 =	\$ 48,000
PROJECTED MINIMUM Affordability Assistance Requirement through 12/31/2025	=	\$ 48,000
PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement through 12/31/2025	1/3 rd of Requirement	\$ 14,400

The City of Northfield will dedicate a minimum of 30% of the total collected fees (estimated at \$48,000) from the Affordable Housing Trust Fund to render units more affordable, including a minimum of 1/3rd of the required 30% (estimated at \$14,400) to render units more affordable to households earning 30 percent or less of median income by region. Affordability assistance programs will include down-payment assistance, rental assistance, and the conversion of low-income units to very-low-income units and other programs.

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

The City of Northfield projects that a maximum of 20% of the collected revenues (estimated at \$32,000) will be available from the Affordable Housing Trust Fund to be used for administrative purposes. Projected administrative expenditures:

The fee will be utilized for administrative purposes such as salaries and benefits for municipal employees or consultant fees necessary to develop or implement municipal housing programs such as rehabilitation, accessory apartments, new construction, housing elements and/or affirmative marketing programs. Administrative funds may be used to income qualify households and monitor implementation. Development fees may be used to defray the costs of staff or consultants that are preparing or implementing a Fair Share Plan.

Development fees collected through July 2018		\$0
Development fees projected 1/2018-2025		\$160,000
20 percent cap requirement	x 0.20 =	\$ 32,000
Available for Administrative Expense through 12/31/2025	=	\$ 32,000

APPENDIX 1 – Settlement Agreement

APPENDIX 2 – MOU with Mason Properties, LLC

APPENDIX 3 – Infrastructure

APPENDIX 4 –Caring House 30

APPENDIX 5 – Caring House 45

APPENDIX 6 – Butterfly Properties

APPENDIX 7 – Community Quest

APPENDIX 8 – Career Opportunity Development, Inc.

APPENDIX 9 – Implementing Zoning Ordinances

APPENDIX 10 – Affordable Housing Trust Fund Ordinance

APPENDIX 11 – Affordable Housing/Affirmative Marketing Ordinances

**AGREEMENT TO RESOLVE ISSUES BETWEEN THE CITY OF NORTHFIELD
AND FAIR SHARE HOUSING CENTER CONCERNING THE CITY'S MOUNT
LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE
CITY SHALL SATISFY SAME.**

**I/M/O the Application of the City of Northfield, County of Atlantic,
Docket No. ATL-L-2050-14**

**THIS SETTLEMENT AGREEMENT ("Agreement") made this 21st day of April,
2018, by and between:**

CITY OF NORTHFIELD, a municipal corporation of the State of New Jersey, County of Atlantic, having an address at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter the "City of Northfield" or "Northfield");

And

FAIR SHARE HOUSING CENTER, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC");

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the City filed the above-captioned matter on July 2, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), as may be further amended in accordance with the terms of this settlement, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the City simultaneously sought and ultimately secured an Order protecting Northfield from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, the immunity secured by Northfield remains in force as of the date of this Agreement; and

WHEREAS, the trial court appointed the Hon. Steven P. Perskie, J.S.C. (ret.) as the "Special Master" in this case as is customary in Mount Laurel matters; and

WHEREAS, with Judge Perskie's assistance, Northfield and FSHC have engaged in good faith negotiations and have reached an amicable accord on the various substantive provisions, terms and conditions delineated herein; and

WHEREAS, through that process, the City and FSHC agreed to settle the litigation and to present that settlement to the trial court, 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; and

WHEREAS, at this time and at this particular point in the process resulting from the Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need, instead of doing so through plenary adjudication of the present and prospective need.

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

Settlement Terms

The City and FSHC hereby agree to the following general terms, subject to any relevant conditions set forth in more detail below:

1. Northfield's "Rehabilitation" obligation is 17.
2. Northfield's "Prior Round" obligation is 190.
3. Northfield's allocation of the Round 3 regional need is 89.
4. FSHC and the City agree that Northfield does not accept the basis of the methodology or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, P.P., F.A.I.C.P. The Parties agree to the terms in this agreement solely for purposes of settlement of this action. Although the City does not accept the basis of the methodology or calculations proffered by FSHC's consultant, FSHC contends, and is free to take the position before the court, that the 89-unit obligation should be accepted by the Court because it is based on the Prior Round methodology and reflects a reduction of Dr. Kinsey's May, 2016, calculation of the City's Gap (1999-2015) and Third Round (2015-2025) fair share obligations.
5. For the purposes of this agreement, the "Third Round Prospective Need" (also known as the "Round 3 regional need") shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999 to 2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions filed by Various Municipalities, 227 N.J. 508 (2017).
6. Pursuant to N.J.A.C. 5:93-4.2, Northfield's current Round 3 Realistic Development Potential (hereinafter "RDP") is 18.
7. **Satisfaction of Rehabilitation Obligation:** The City has a 17-unit rehabilitation obligation. The City has a 17-unit rehabilitation obligation. The City is currently researching how many units Atlantic County has rehabilitated in the City since April 1, 2010. The City will work with Atlantic County or hire a separate entity to rehabilitate units in the City to address the City's remaining rehabilitation obligation, equivalent to 17 minus the units rehabilitated by the County since April 1, 2010.
8. **Satisfaction of Prior Round Obligation:** The City has a 190-unit Prior Round obligation, and will satisfy that obligation as follows:

Property	Location	Block	Lot	COAH Units	Bonus Credits	Housing Type
Community Quest	2026 Cedarbridge Road	84	23	3		Group Home
Caring, Inc.	103 E. Mill Road	173	7	6		Group Home
Career Opportunity Development Inc.	322 Shore Road	179.02	44.02	4	4	Group Home
Butterfly Properties	116 Oakcrest	76	4	3		Group Home
Habitat For Humanity	Maple Avenue	67/9&10	0.264	1		Family
Habitat For Humanity	Jackson/Roosevelt Avenue	121/1	0.3	2		Family
Gurwicz/MGS Development	Cresson Avenue Tilton Road			40	40	Family
Mason Properties	Mill Road and Wabash Avenue	92	25, 28, 29, 33 & 34	12		Age Restricted
AC Country Club	Shore Road	175 (179.01)	48 (1.01)	72		Family
TOTAL CREDITS				143	47	190

9. **Satisfaction of Third Round RDP:** The City has a 18-unit Round 3 RDP, and intends to satisfy that obligation as follows:

Property	Location	Block	Lot	COAH Units	Bonus Credits	Housing Type
Caring Inc.	120 E. Mill Road	168	12	5	5	Group Home
Tilton Road Mixed Use	Tilton Road	16.01	52 & 57	8		Family
City Owned Site	Dolphin Avenue	69/1.02	1.12	3		Family
		66/11	1			
TOTAL CREDITS				16	5	21

10. For the purposes of settlement, the City agrees to address the 68-unit remaining portion of its allocation of the Round 3 regional need or "unmet need" through the following mechanisms:

- a) **Overlay Zone:** The City will create an overlay zone for Block 40, Lots 28, 29 & 40 (St. Gianna Deretta Molla Parish) to permit the development of complimentary housing options. This site is currently developed with the existing parish, rectory and associated improvements. The overlay zoning would permit the creation of an inclusionary or 100% affordable age-restricted development, independent living or congregate care/assisted living facility. The total site is 14.4 acres with approximately 6 acres available for development. The ordinance would permit the housing to be developed in addition to the existing church campus. The site would be permitted to create at least 100 units/beds with 20 affordable units. The zoning would permit 100% affordable or market-rate with a minimum 20% set-aside. The market-rate would allow a density to support a minimum of 20 affordable housing units. Since the Catholic Church owns the site it is feasible to permit a 100% affordable development which could generate additional housing credits.
- b) **Inclusionary Zoning Ordinance:** Subject to all relevant notice and public hearing provisions pursuant to the New Jersey Municipal Land Use Law, within 90 days of the approval of this Agreement at a Fairness Hearing, the City will 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. Finally, the ordinance may also provide for alternative ways to satisfy the set-aside in particular situations. The form of the Ordinance and the potential alternative means of satisfaction shall be finalized prior to the Fairness Hearing through collaboration between FSHC, Special Master Perskie, and representatives of the City.

- c) **Development Fee Ordinance:** Within 90 days of the approval of this Agreement at a Fairness Hearing and subject to prior approval by the Court, the City shall adopt a Development Fee Ordinance and shall comply with the Spending Plan provisions set forth below.

11. The City's RDP shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance and, if such a change in circumstance occurs with the RDP, the City shall have the right to address the issue without negatively affecting its continuing entitlement to immunity from all Mount Laurel lawsuits through July 2, 2025.

12. The City agrees to require 13% of all the affordable units referenced in this plan, with the exception of units constructed prior to July 1, 2008, and units subject to preliminary or final site plan approval prior to July 1, 2008, to be very low income units (defined as units affordable to households earning 30 percent or less of the regional median income by household size), with half of the very low income units being available to families.

13. Northfield will apply "rental bonus credits" in accordance with N.J.A.C. 5:93-5.15(d).

14. At least 50 percent of the units addressing the City's Third Round Prospective Need shall be affordable to a combination of very-low-income and low-income households, while the remaining affordable units shall be affordable to moderate-income households.

15. At least twenty-five percent of the City's Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.

16. At least half of the units addressing the City's Third Round Prospective Need in total must be available to families.

17. The City agrees to comply with COAH's Round 2 age-restricted cap of 25 percent, and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the City claim credit toward its fair share obligation for age-restricted units that exceed 25 percent of all units developed or planned to meet its Prior Round and Third Round fair share obligations.

18. The City and/or its administrative agent shall add the following entities 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 (510 Park Boulevard, Cherry Hill, NJ 08002), the New Jersey State Conference of the NAACP, the Latino Action Network

(P.O. Box 943, Freehold, NJ 07728), and the Cape May County, Mainland/Pleasantville, and Atlantic City Branches of the NAACP. As part of its regional affirmative marketing strategies during implementation of its fair share plan, the City and/or its administrative agent shall also provide notice of all available affordable housing units to the above-referenced organizations.

19. All affordable housing units created pursuant to the measures set forth in this Agreement shall comply with the Uniform Housing Affordability Controls ("UHAC"), 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 affordable to households earning at or below 35 percent of the regional median household income by household size, 13 percent of affordable units in such projects shall be required to be affordable to households earning at or below 30 percent of the regional median household income by household size subject to paragraph 11 herein, and all other applicable law. 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. The City, as part of the Housing Element and Fair Share Plan that will be prepared, adopted and endorsed as a result of this Agreement, 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.

20. The City shall adopt the Housing Element and Fair Share Plan, along with a Spending Plan, and propose and adopt all ordinances required to be adopted as part of this Agreement, and adopt those plans and ordinances and submit them to the Court and the Special Master within 120 days of the entry of an order by the Court at a Fairness Hearing approving this Agreement.

21. Upon full execution of this Agreement, Northfield shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. Northfield will place this Agreement on file in the City's municipal building and file a copy with the Court 30 days prior to the Fairness Hearing, at which the City will seek judicial approval the terms of this Agreement pursuant to the legal standard set forth in 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. City of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least 30 days in advance of the Hearing. After this Agreement is approved at the Fairness Hearing, Northfield will apply to the Court for the scheduling of a "Compliance Hearing" seeking judicial approval of Northfield's adopted Housing Element and Fair Share Plan and other required documents. Although it is expected that the Special Master will provide the majority of the required testimony at both the Fairness Hearing and the Compliance Hearing, Northfield shall also make its consulting planner and any other relevant witnesses available for testimony at the Hearings. FSHC shall not challenge the validity of any of the documents attached hereto, or the validity of the City's Fair Share Plan. If the Fairness and Compliance Hearings result in approval of this Agreement and the City's Fair Share Plan, the parties agree that the City will be entitled to either a "Judgment of Compliance and Repose" ("JOR") or the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA," 221 N.J. at 6, which shall be determined by the trial judge. Each party may advocate regarding whether substantive certification or repose should be provided by the Court, with each party agreeing to accept either form of relief and to not appeal an order granting either repose or substantive certification. Among other things, the entry of such

an Order shall maintain Northfield's immunity from all Mount Laurel lawsuits through July 2, 2025.

22. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch determines that Northfield's Round 3 obligation is decreased to 71 or less, with any relevant appeal periods having passed, the City may file a proposed form of Order, on notice to FSHC and the City's Service List, seeking to reduce its Round 3 obligation accordingly. Such relief shall be presumptively granted. Notwithstanding any such reduction, the City shall be obligated to implement the Fair Share Plan prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement, maintaining all mechanisms to continue to address the remaining portion of the City's allocation of the Round 3 regional need, and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the City's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or the Fair Share Plan adopted pursuant to this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the City prevails in reducing its prospective need for Round 3, the City may carry over any resulting surplus credits to Round 4.

23. The City shall prepare a Spending Plan for approval by the Court during, or prior to, the duly-noticed Compliance Hearing. FSHC reserves its right to provide any comments or objections on the Spending Plan to the Court upon review. Upon approval by the Court, the City and Fair Share Housing Center agree that the expenditures of funds contemplated in the City's Spending Plan shall constitute the "commitment" for expenditure required pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period contemplated therein commencing 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). Upon approval of its Spending Plan, the City shall also provide an annual Mount Laurel Trust Fund accounting report to the New Jersey Department of Community Affairs, Council on Affordable Housing, 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.

24. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the City 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 FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. In addition to the foregoing, the City may also post such activity on the CTM system and/or file a copy of its report with the Council on Affordable Housing or its successor agency at the State level.

25. The Fair Housing Act includes two provisions regarding actions to be taken by the City during the ten-year period of protection provided in this agreement. The City 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 City will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the 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 the 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 City 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.
- c) In addition to the foregoing postings, the City may also elect to file copies of its reports with the Council on Affordable Housing or its successor agency at the State level.

26. This Agreement may be enforced by the City or FSHC through a motion to enforce litigant's rights or a separate action filed in Superior Court, Atlantic County. If FSHC determines that such action is necessary, the City consents to the entry of an order providing FSHC party status as an intervenor solely for purposes of its motion to enforce litigant's rights.

27. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement. However, if an appeal of the Court's approval or rejection of the Settlement Agreement is filed by a third party, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved by 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 return to the *status quo ante*. In this regard, the City and FSHC acknowledge that the parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

28. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

29. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

30. This Agreement may not be modified, amended or altered in any way except by a writing signed by both the City and FSHC.

31. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

32. The City and FSHC acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each person to sign this Agreement is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the City and FSHC and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

33. The City and FSHC acknowledge that this Agreement was not drafted by the City and FSHC, but was drafted, negotiated and reviewed by representatives of the City and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The City and FSHC expressly represent 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.

34. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both the City and FSHC.

35. This Agreement constitutes the entire Agreement between the City and FSHC hereto and supersedes all prior oral and written agreements between the City and FSHC with respect to the subject matter hereof except as otherwise provided herein.

36. No member, official or employee of the City shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

37. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which representatives of the City and FSHC have executed and delivered this Agreement.

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

TO FSHC:

Adam M. Gordon, Esq.
Fair Share Housing Center

510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE CITY:

Michael A. Jedziniak, Esq.
Jeffrey R. Surenian & Associates, LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
Telecopier: (732) 612-3101
Email: MAJ@Surenian.com

Kristopher J. Facenda, Esq.
2020 New Road, Suite 2A
Linwood, New Jersey 08221
Phone: (609) 385-8791
Email: kris@facendalaw.com

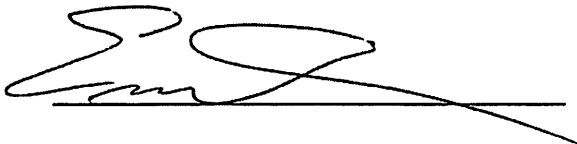
**WITH A COPY TO THE
CITY ADMINISTRATOR:**

Mary Canesi, RMC
City of Northfield
1600 Shore Road
Northfield, NJ 08225
Phone: (609) 641-2832 x125
Telecopier: (609) 646-7175
Email: mcanesi@cityofnorthfield.org

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

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

Witness/Attest:



FAIR SHARE HOUSING CENTER:

By: 
Adam M. Gordon, Esq.
On Behalf of Fair Share Housing Center

Witness/Attest:

City of Northfield:

Mary Chan

By:



Erland Chau, Mayor
On Behalf of the City of Northfield

Dated: 4/27/18

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 128-2018**

AUTHORIZATION EXECUTION OF MEMORANDUM OF UNDERSTANDING

WHEREAS, pursuant to In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on July 2, 2015, the City of Northfield filed an action with the Superior Court of New Jersey, entitled In the Matter of the Application of the City of Northfield, Atlantic County, seeking a Judgment of Compliance and Repose through judicial approval of its Round 3 Housing Element and Fair Share Plan, as may be amended, in addition to related relief, along with a simultaneous motion for temporary immunity, which the Court subsequently granted, and which still remains in full force and effect; and

WHEREAS, Mason Properties, LLC, a New Jersey limited liability company whose address is Mason Properties, LLC, c/o Ralph W. Henry, 3031 Ocean Heights Avenue, Egg Harbor Township, New Jersey 08234 ("Mason") owns property known as Block 92, Lots 25, 28, 29, 33 and 34, and Block 52, Lot 4.01 on the official tax maps of City of Northfield (the "Property"); and

WHEREAS, through the guidance and input of Special Master Stephen P. Perskie, J.S.C. (ret.), the City and Mason engaged in negotiations which culminated in a meeting of the minds as to the terms and conditions for the rezoning of the Property to permit a Mount Laurel inclusionary development; and

WHEREAS, the City has determined that it is in the best interests of the City to avoid Mount Laurel litigation with Mason and to memorialize the terms of the agreement reached during the aforementioned negotiations in the attached Memorandum of Understanding to facilitate the City's ability to secure its Final Round 3 Judgment of Compliance and Repose.

BE IT RESOLVED, to accomplish the amicable resolution of the claims on terms and conditions set forth in the Memorandum of Understanding attached hereto, the City hereby approves the Memorandum of Understanding and each and every of its terms and conditions.

BE IT FURTHER RESOLVED, that the Mayor for the City of Northfield is hereby authorized to execute the Memorandum of Understanding attached hereto forthwith.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common Council of the City of Northfield, held this 19th day of June, 2018.



Mary Canesi, RMC, Municipal Clerk

Roll Call:

Aye: Korngut, Lischin, O'Neill, Perri, Travagline, Dewees

Nay:

Abstain:

Absent: Murray

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") dated as of June 19, 2018 by and between Mason Properties, LLC, a New Jersey limited liability company whose address is Mason Properties, LLC, c/o Ralph W. Henry, 3031 Ocean Heights Avenue, Egg Harbor Township, New Jersey 08234 ("Mason") and the City of Northfield, a municipal corporation of the State of New Jersey, having offices at 1600 Shore Road, Northfield, NJ 08225 ("City"), collectively referred to as the ("Parties").

RECITALS

WHEREAS, pursuant to In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on July 2, 2015, the City filed an action with the Superior Court of New Jersey, entitled In the Matter of the Application of the City of Northfield, Atlantic County, seeking a Judgment of Compliance and Repose through judicial approval of its Round 3 Housing Element and Fair Share Plan, as may be amended, in addition to related relief, along with a simultaneous motion for temporary immunity, which the Court subsequently granted, and which still remains in full force and effect; and

WHEREAS, Mason owns property known as Block 92, Lots 25, 28, 29, 33 and 34, and Block 52, Lot 4.01 on the official tax maps of City of Northfield (the "Property"); and

WHEREAS, through the guidance and input of Special Master Stephen P. Perskie, J.S.C. (ret.), the City and Mason engaged in negotiations which culminated in a meeting of the minds as to the terms and conditions for the rezoning of the Property to permit a Mount Laurel inclusionary development; and

WHEREAS, the City has determined that it is in the best interests of the City to avoid Mount Laurel litigation with Mason and to memorialize the terms of the agreement reached

during the aforementioned negotiations to facilitate the City's ability to secure its Final Round 3 Judgment of Compliance and Repose.

NOW, THEREFORE, in consideration of the Parties' promises and mutual representations, covenants and agreements set forth herein, the Parties, each binding itself, its successors and assigns, do hereby mutually promise, covenant and agree as follows:

1. **Incorporation of the Recitals.** The Recitals set forth above are hereby incorporated into this MOU as if fully set forth herein.

2. **Developer's Agreement.** Subsequent to the execution of this MOU, the City and Mason shall collaborate in the drafting and adoption of a rezoning ordinance ("Rezoning Ordinance"), and the drafting and execution of a formal agreement ("Developer's Agreement") implementing the Rezoning Ordinance, which Developer's Agreement shall include the following substantive terms identified herein, the rights and responsibilities of each party, conventional contractual terms for such agreements, and any relevant details not set forth herein.

a. **Affordable Housing Obligation.** The Property, upon the adoption of the Rezoning Ordinance, may be developed as a Mount Laurel inclusionary development at a density of twelve (12) units per acre, which shall include a 15% "setaside" of housing affordable to the region's low- and moderate-income housing, and must comply with all relevant laws to permit the City to secure "credits" against its "fair share" of the regional need for affordable housing.

b. **Minimum Setback Controls.** The Rezoning Ordinance, upon the formal adoption of same by the City, will allow the Property to be developed to conform to the following minimum setback controls:

(1) The minimum setback to the northern property line (residential units along Clark Place) shall be 40-feet, with an average setback of 50 feet. This would include a landscaped buffer, as well with screening and berms of a minimum width of 35-feet.

(2) The minimum setback to the eastern property line (residential units along Locust Drive) shall be 30-feet, provided the City lot remains at a width of 50-feet. The total separation on this side of the development to the existing residential lots shall be 80-feet. The area on the Property shall include a landscaped buffer as well with screening and berms of a minimum width of 25-feet (recognizing the City lot is also wooded).

(3) If the City lot is incorporated into the development, the minimum setback on that side of the Property shall be addressed through an agreement for the sale of the City lot.

(4) The minimum setback for the proposed residential units along Wabash Avenue shall be 50-feet. A club house may be located at a 30-foot setback to Wabash Avenue, provided the height does not exceed 1.5 stories.

c. **Residential Controls.** The residential buildings may only have two floors of residential living space. The maximum height shall not exceed three stories or 45-feet to allow for architectural elements such as pitched roofs, dormers, and other similar features. Parking may be permitted on the lower level within the maximum height of 40-feet. The residential buildings shall be oriented so that the shorter side is parallel with the residential properties along Locust Drive.

d. **Application.** To exceed the permitted density of 12 units per acre up to a maximum of 15 units per acre, Mason shall conform to the above-referenced standards, without exception, including any standards for building design and architectural elements so that all

buildings shall have breaks in the facade with offsets so as to not appear as a single long structure. In addition, Mason shall conform in any application for development it may file with the Planning Board to the ordinance design requirements (unless it opts to seek bulk variance relief pursuant to N.J.S.A. 40:55D-70c) for the zoning district.

9. **Amendments.** Any and all amendments to this MOU shall be in writing and shall require the mutual agreement of both Parties.

10. **Entire Agreement.** This MOU sets forth all of the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereto, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, between the Parties hereto.

11. **Not Binding on Individuals.** Except for the Parties obligation to negotiate in good faith on the terms and conditions of the Developer's Agreement and implementing the Rezoning Ordinance, no covenant, condition or agreement contained in this MOU shall be deemed to be the covenant, condition or agreement of any past, present or future member, manager, trustee, official, officer, agent or employee of either Party, in his or her individual capacity, and neither the members, managers, trustees, officials, officers, agents or employees of such Party or Parties, nor any individual executing this MOU, shall be personally liable on this MOU or by reason of the execution hereof by such person, or arising out of any transaction or activity relating to this MOU.

12. **Governing Law.** The terms of this MOU shall be governed, construed, interpreted and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity and performance.

13. **Counterparts.** This MOU may be executed in counterparts. All such counterparts

shall be deemed to be originals and together shall constitute but one and the same instrument.

14. **Effective Date.** This MOU shall become effective upon the execution of this MOU by all Parties.

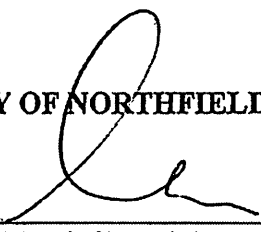
IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be properly executed and their corporate seals (where applicable) affixed and attested to as of the day and year first above written.

ATTEST:



Mary Canesi, City Clerk

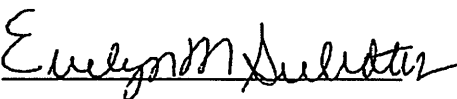
CITY OF NORTFIELD

By: 

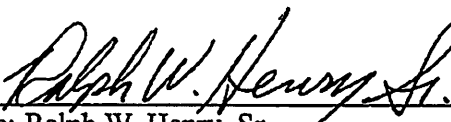
Erland Chau, Mayor

WITNESS:

MASON PROPERTIES, LLC

By: 

Evelyn M. Sullivan

By: 

Name: Ralph W. Henry, Sr.
Title: Authorized Member



Ruth Gavel
New Jersey American Water
1025 Laurel Oak Road
Voorhees, NJ 08043
ruth.gavel@amwater.com

P 856.309.4765
F 856.309.4795

January 29, 2015

Via e-mail
Schaeffer Nassar Scheidegg
Attn: Mr. Daniel Kwapinski, PE, PP
1425 Cantillon Boulevard
Mays Landing, NJ 08330
609-625-7400
dan@snsce.com

**RE: Water System Capacity Request
2015 Master Plan Revised
Housing Element and Fair Share Plan
788 Units (425 Apartment/Townhomes and 363 Single-Family)
City of Northfield, Atlantic County, New Jersey**

Dear Mr. Kwapinski,

This letter is to inform you that as of the date of this letter, New Jersey American Water's (NJAW) Atlantic County System has available capacity to provide 186,405 gallons per day average daily flow and 559,215 gallons per day peak flow requested for the proposed Housing Element and Fair Share Plan under Northfield's 2015 Master Plan, located in the City of Northfield, Atlantic County, New Jersey (the "Project"). It should be noted that NJAW does not reserve or guarantee capacity as availability of regulatory capacity changes over time in connection with changes to system demand.

This letter has been provided at your request and if you chose not to apply for water service today and to proceed with your Project, you do so at your own risk and NJAW will not be responsible for any costs or damages that you might incur or be liable for, due to any delay in NJAW providing water service, e.g. if there is no longer sufficient water to supply the Project on some future date.

In order to begin the process of reserving water capacity for the Project, you will need to apply for water service through our office. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Ruth Gavel
Project Manager, Developer Services South

cc: Ken Seelig – Senior Planning Engineer (via e-mail to Ken.Seelig@amwater.com)



Atlantic County Utilities Authority

P.O. Box 996 • Pleasantville, NJ, 08232-0996

street address: 6700 Delilah Rd., Egg Harbor Twp., NJ, 08234-5623

609.272.6950 • www.acua.com • info@acua.com

January 26, 2015

Daniel F. Kwapinski, PE, PP
Schaeffer Nassar Scheidegg
Consulting Engineers, LLC
1425 Cantillon Boulevard
Mays Landing, NJ 08330

**Re: Request for Sewerage Service Capacity Availabilty
2015 Master Plan Revisions
Housing Element and Fair Share Plan
City of Northfield, Atlantic County, New Jersey
NF13-06**

Dear Mr. Kwapinski:

Please be advised that based upon current loadings, the proposed flow of 236,400 g.p.d. to be generated by the above referenced project can presently be accommodated by all affected ACUA facilities.

Please note the following:

- It is ACUA policy to provide sewerage service on a first come, first served basis, and this letter does not guarantee that sewer capacity will be available in the future.
- This response does not absolve the applicant from applying for and receiving a Treatment Works Approval (TWA) and/or Significant Indirect User (SIU) permits from NJDEP nor does it prejudice ACUA's review of the applications once submission is made.
- This determination does not address local sewer system capacity.

If you need any additional information feel free to contact me directly at (609) 272-6940 or nbacher@acua.com.

Sincerely,

Nicole Bacher, E.I.T.
Associate Engineer
Atlantic County Utilities Authority

cc: G. Petitt, Chief Engineer, ACUA
T. Ganard, Deputy Chief Engineer, ACUA

**Northfield, NJ
Sewer Service Area
2012**



2,000 1,000 0 2,000 Feet

Calculated Sewer Flow***

Housing Units	Total Population	Parcels Served	Flow 300 GPD*	Flow 160 GPD**
3260	8624	4196	978000	521600

Legend

- Sewer Service Area
- Municipal Buildings

* Calculated Sewer Flow at 300 Gallons Per Day
 ** Calculated Sewer Flow at 160 Gallons Per Day
 *** Calculation based on 2010 census data

This map is for demonstration purposes only and was not developed in accordance with National Map Accuracy Standards. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The map was developed, in part, using New Jersey Department of Environmental Protection Geographic Information System (GIS) digital data, in conjunction with the Atlantic County Office of Geographic Information Systems, but this secondary product has not been verified by NJDEP and is not state authorized. The geodetic accuracy and precision of the GIS data contained in this map has not been developed nor verified by a professional licensed land surveyor and shall not be used in matters requiring delineation and location of true ground horizontal and/or vertical controls. File: Northfield_Letter_Aerial.mxd Printed on: 1/24/2013

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

Municipality: Northfield County: Atlantic
Sponsor: CARING, Inc. Developer: CARING, Inc.
Block: 173 Lot: 7 Street Address: 103 East Mill Road
Facility Name: CARINGHouse 30

Section 1: Type of Facility: <input checked="" type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) <input type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other – Please Specify: _____	Section 2: Sources and amount of funding committed to the project: <input checked="" type="checkbox"/> Capital Application Funding Unit \$ <u>100,000</u> <input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____ <input type="checkbox"/> Balanced Housing – Amount \$ _____ <input type="checkbox"/> HUD – Amount \$ _____ Program _____ <input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____ <input type="checkbox"/> Farmers Home Administration – Amount \$ _____ <input type="checkbox"/> Development fees – Amount \$ _____ <input type="checkbox"/> Bank financing – Amount \$ _____ <input type="checkbox"/> Other – Amount \$ _____ Program _____ <input type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)
Section 3: For all facilities other than permanent supportive housing: Total # of bedrooms reserved for: Very low-income clients/households _____ Low-income clients/households _____ Moderate-income clients/households _____ Market-income clients/households _____	Section 4: For permanent supportive housing: Total # of units <u>2</u> , including: # of very low-income units <u>5</u> # of low-income units _____ # of moderate-income units _____ # of market-income units _____
Section 5: Length of Controls: <u>20</u> years Effective Date of Controls: <u>10/25/11</u> Expiration Date of Controls: <u>10/25/31</u> Average Length of Stay: _____ months (transitional facilities only)	Section 6: <input checked="" type="checkbox"/> CO Date: <u>8/13/12</u> For licensed facilities, indicate licensing agency: <input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF <input type="checkbox"/> Other _____ Initial License Date: <u>8/23/12</u> Current License Date: <u>8/23/14</u>
Section 7: Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Length of commitment: _____ years Other operating subsidy sources: <u>DDD Annual contract</u> ; Length of commitment: <u>1</u> years Is the subsidy renewable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Section 8: The following verification is attached: <input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.) <input checked="" type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)	
Section 9: Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Population Served (describe): <u>Developmentally disabled</u> Age-restricted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Accessible (in accordance with NJ Barrier Free Subcode)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Section 10: Affirmative Marketing Strategy (check all that apply): <input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list <input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director	

CERTIFICATIONS

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

Certified by: Barbara Jewell, Pres
Project Administrator

Date: 1/6/15

Certified by: _____
Municipal Housing Liaison

Date: _____





CARING

Adult Healthcare Services

Barbara Jewell, RN, CALA
Acting Executive Director

April 18, 2013

Ms. Patti Amoriello, Program Development Specialist
Department of Human Services, Division of Developmental Disabilities
Southern Regional Office - Community Services
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, New Jersey 08043

Dear Ms. Amoriello:

Enclosed please find a full capital improvement package for the request of Olmstead Funds.

The location of the group home is (GH1857) located at 120 East Mill Road, Northfield, NJ 08225. Attached for your review are the following documents:

- Capital Funding Agreement
- Annexes A & B
- Notarized Promissory Note
- Payment voucher for 100%

If you have any questions or require further information, please do not hesitate to call me at (609) 484-0857, ext. 221.

Sincerely,

Naomi Miller, Director
CARINGHouse Projects, Inc.

NM/nlm

Encl.

cc: Barbara Jewell, Acting Executive Director

P.O. BOX 964 ♦ PLEASANTVILLE ♦ NEW JERSEY 08232 ♦ TEL. (609) 484-7050 ♦ FAX (609) 641-0674
e-mail: info@caringinc.org ♦ <http://www.caringinc.org>

Member

The Gerontological Society of America ♦ The National Council on the Aging ♦ American Society on Aging
Adult Medical Day Services ♦ Senior and Disabled Housing ♦ Assisted Living Services

COMMUNITY FACILITIES

TABLE OF CONTENTS

I DEFINITIONS

Agreement	1
Agreement of Ceiling	1
Agreement Funds	1
Annex(es)	1
Community-Based	2
Days	2
Department Clients	2
Division	2
Facility	2
Note	2
Notice	2
Project	2
Project Expenditures	3
Project Period	3
State	3
Total Project Cost	3

II BASIC OBLIGATIONS OF THE DEPARTMENT

2.01	Payment	3
2.02	Inspection and Monitoring	3
2.03	Referenced Materials	3

III BASIC OBLIGATIONS OF THE AGENCY

3.01	Project Implementation and Completion	3
3.02	Expenditure of Agreement Funds	4
3.03	Promissory Note	4
3.04	Matching Funds	4
3.05	Facility Restrictions	4
3.06	Project Director	4
3.07	Documents and Information	4
3.08	Compliance with Laws	4

IV SERVICE CONTRACT 5

V	<u>PROMISSORY NOTE</u>	
	5.01 Note Execution	5
	5.02 Note Satisfaction	5
	5.03 Waiver	6
VI	<u>PAYMENT</u>	
	6.01 General Payment Obligation	6
	6.02 Method and Schedule of Payment	6
	6.03 Payments Conditional	6
VII	<u>BOOKS AND RECORDS; REPORTING REQUIREMENTS; VISITATION AND INSPECTION; AUDIT</u>	
	7.01 Books and Records	6
	7.02 Reporting Requirements	7
	7.03 Visitation and Inspection	7
	7.04 Audit	7
VIII	<u>AGREEMENT TERM; PROJECT PERIOD; AMENDMENTS AND MODIFICATIONS; CLOSEOUT</u>	
	8.01 Agreement Term	8
	8.02 Project Period	8
	8.03 Amendments and Modifications	8
	8.04 Closeout	9
IX	<u>DEFAULT</u>	
	9.01 Causes	9
	9.02 Procedures	10
	9.03 Remedy	10
X	<u>MISCELLANEOUS</u>	
	10.01 Assignment and Subcontracts	10
	10.02 Procurement	11
	10.03 Insurance	11
	10.04 Indemnification	11
	10.05 Insufficiency of Funds	12
	10.06 Exercise of Rights	12
	10.07 Application of New Jersey Law	12
	<u>AGREEMENT SIGNATURES AND DATE</u>	13

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 stigmatize 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 schedule outlined in the Annex(es)

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 is recorded in the Annex(es). 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 to the Annex(es). 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 lesser of (a) the Agreement Ceiling or (b) an amount which bears the same percentage relationship to aggregate Project Expenditures as the Agreement Ceiling bears to the Total Project Cost.

Section 6.02 Method and Schedule of Payment. The Agency shall be paid under this Agreement in accordance with the method and schedule outlined in the Annex(es). 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. A separate bank account shall be established for Agreement Funds to ensure that they are identifiable for monitoring and auditing purposes and that co-mingling of Agreement Funds does not occur.

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).

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 and expire on the dates specified in the Annex(es). 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 failure, judged to be substantial by the Department, to abide by Project specifications stipulated in the Annex(es);
- (b) Agency failure, judged to be substantial by the Department, to adhere to the schedule established in the Annex(es) established in the Annex(es) for Project implementation and completion;
- (c) Any Agency use of Agreement Funds for purposes other than as approved by the Department and specified in the Annex(es);
- (d) Agency submission to the Department or the Division of reports or other documents that are inaccurate or incomplete in any material respect;
- (e) 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;
- (f) Agency use of Agreement Funds to employ or otherwise compensate directly or indirectly any employee of the Department;
- (g) 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;

- (h) 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;
- (i) 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 acts or omissions, whether negligent or not, 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: _____
Assistant Commissioner, DDD
Department of Human Services, State of New Jersey

By:  _____
Authorized Agency Representative

NAME: Barbara Jewell

TITLE: Acting Executive Director

AGENCY: CARING, Inc.

ADDRESS: 407 W. Delilah Road

Pleasantville, NJ 08232

AGREEMENT DATED:

April 8, 2013

std-lang-agency

**DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES**

ANNEX A - PROJECT SUMMARY

1. This Agreement commences on April 8, 2013 and expires on April 8, 2032

2. Legal Name of Agency: CARING, Inc.

3. Agency Address (Including P.O. Box, City, State, Zip Code, County):

407 West Delilah Road
PO Box 964
Pleasantville, New Jersey 08232

4. Date of Agency Incorporation: 7/25/83

5. Federal I.D. Number: 22-2464198

6. Project Location (Street, Address, City, State, County):

CARINGHouse45 (GH1857)
120 East Mill Road, Northfield, NJ 08225

7. Project Scope:

<input type="checkbox"/> Purchase	<input type="checkbox"/> Land	<input type="checkbox"/> Existing Building(s)
<input type="checkbox"/> Renovation	<input type="checkbox"/> Expansion of Existing Facility	
<input type="checkbox"/> New Construction	<input type="checkbox"/> Equipment	

8. The Project Period Commences on February 22, 2013 and expires on February 22, 2014

9. Project Director:

Name: Naomi Miller
Address: PO Box 964
Pleasantville, NJ 08232

Phone: (609) 484-7050

10. Agency Officer authorized to
sign this and other documents:

Name: Barbara Jewell
Address: PO Box 964
Pleasantville, NJ 08232

Phone: (609) 484-7050

11. Person to whom notices shall be directed:

a) Agency

Name: Naomi Miller
Address: PO Box 964
Pleasantville, NJ 08232

b) Department

Name: Ms. Patti Amoriello, Program Development Specialist
Address: Southern Regional Office-Community Services
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, New Jersey 08043

ANNEX B: PROJECT BUDGET

1. Legal Name of Agency: CARING, Inc.

2. Project Location (street address, city, and state):

CARINGHouse45 (GH1857)
120 East Mill Road, Northfield, NJ 08225

3. Name and Address of Contractor:

Sal Orapallo, General Contractor
3 Jenny Lyn Drive
Northfield, NJ 08225

4. Project Total: \$100,000.00 Agreement Ceiling \$100,000.00

5. Scope of Work Covered by Agreement: (Attach copies of the bids)

Names of Olmstead individuals to be served (minimum of 3): Wendy Hart, Olga Volov, Levorce Thorton and Jean Faith. Amount of Olmstead Capital Funding Request (Up to 25K per person): \$100,000.00

PROMISSORY NOTE

\$ 100,000.00

April 8, 2013

In accordance with the terms of a Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated April 8, 2013,

promises to pay on demand to the order of the STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, One Hundred Thousand Dollars
(\$100,000.00)

dollars, payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625.

BY: Barbara Jewell, Pres L.S.
Authorized Agency Representative

NAME: Barbara Jewell

TITLE: Acting Executive Director

AGENCY: CARING, Inc.

ADDRESS: PO Box 964


Pleasantville, New Jersey 08232

Notarized by:

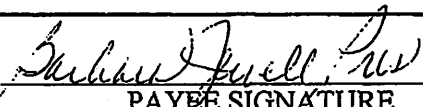
Nancy Mancuso
4/18/13

Date:

NANCY MANCUSO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 21, 2017

	STATE OF NEW JERSEY PAYMENT VOUCHER (VENDOR INVOICE)		DOCUMENT			BATCH			ACTG.	FY				
			TC	AGY	NUMBER	TC	AGY	NUMBER	PER.					
	PO#	PV DATE	PP START			SCHED PAY			CHK	OFF	F	RF	CK	(A) VENDOR
			MO	DY	YR	MO	DY	YR	CAT	LIAB	A	TY	FL	ID NUMBER
CONTRACT NO	AGENCY REF	BUYER	(B)	TERMS	PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)						(C)	TOTAL AMOUNT		
												100,000.00		

(D) PAYEE NAME AND ADDRESS CARING, Inc. PO Box 964 Pleasantville, NJ 08232	(E) SEND COMPLETED FORM TO: Department of Human Services/DDD Ms. Patti Amoriello, Program Development Specialist Southern Regional Office - Community Services 2 Echelon Plaza 221 Laurel Road, Suite 210 Voorhees, New Jersey 08043
---	--

(F) PAYEE DECLARATIONS CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.	 PAYEE SIGNATURE Acting Executive Director PAYEE TITLE BILLING DATE 04/18/2013
--	---

LINE NO	REFERENCE			LINE	(G) PAYEE REFERENCE
	CD	AGY	NUMBER		
1					
2					
3					

FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1										
2										
3										

RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1								
2								
3								

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	100% of Olmstead Funding for GH1857.				\$100,000.00
	At the following location: 120 East Mill Road, Northfield, NJ (GH1857)				
TOTAL					\$100,000.00

DO NOT COMPLETE SIGNATURE SECTIONS LISTED BELOW. FOR STATE OFFICIAL USE ONLY!!	
CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein. Signature Title Date	CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved. Authorized Signature Title Date

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

Municipality: Northfield County: Atlantic
Sponsor: Oakcrest Development Developer: CSDA
Block: 76 Lot: 4 Street Address: 11 Spr. Ng St
Facility Name: Oakcrest Development Freehold, NJ 07728

Section 1: Type of Facility: <input type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) <input checked="" type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other - Please Specify: _____	Section 2: Sources and amount of funding committed to the project: <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____ <input type="checkbox"/> Balanced Housing - Amount \$ _____ <input checked="" type="checkbox"/> HUD - Amount \$ <u>10,852</u> Program <u>811 annually</u> <input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____ <input type="checkbox"/> Farmers Home Administration - Amount \$ _____ <input type="checkbox"/> Development fees - Amount \$ _____ <input type="checkbox"/> Bank financing - Amount \$ _____ <input type="checkbox"/> Other - Amount \$ _____ Program _____ <input type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)
Section 3: For all facilities other than permanent supportive housing: Total # of bedrooms reserved for: _____ Very low-income clients/households <u>3</u> Low-income clients/households _____ Moderate-income clients/households _____ Market-income clients/households _____	Section 4: For permanent supportive housing: Total # of units <u>3</u> , including: _____ # of very low-income units <u>3</u> # of low-income units _____ # of moderate-income units _____ # of market-income units _____
Section 5: Length of Controls: <u>99</u> years Effective Date of Controls: <u>9/26/1995</u> Expiration Date of Controls: <u>2094</u> Average Length of Stay: <u>11/8</u> months (transitional facilities only)	Section 6: <input type="checkbox"/> CO Date: <u>3/25/1998</u> For licensed facilities, indicate licensing agency: <input type="checkbox"/> DDD <input checked="" type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF <input type="checkbox"/> Other <u>DMHAS Supportive Housing</u> Initial License Date: <u>3/1/2013</u> Current License Date: <u>3/1/2013</u>
Section 7: Has the project received project-based rental assistance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, Length of commitment: <u>99</u> years Other operating subsidy sources: <u>None</u> ; Length of commitment: _____ years Is the subsidy renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Section 8: The following verification is attached: <input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required) <u>PRAC CONTRACT</u>	
Section 9: Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Population Served (describe): <u>Chronically Mentally Ill</u> Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Section 10: Affirmative Marketing Strategy (check all that apply): <input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list <input checked="" type="checkbox"/> Affirmative Marketing Plan approved by the Council's Executive Director <u>HUD</u>	

CERTIFICATIONS

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

Certified by: _____
Project Administrator

1-9-15
Date

Certified by: _____
Municipal Housing Liaison

Date



• New Jersey Is An Equal Opportunity Employer •



**Part I of the
Agreement to Enter into a
Project Rental Assistance Contract**

U.S. Department of Housing
and Urban Development
Office of Housing

For Use under Section 202 of the Housing Act of 1959
or Section 811 of the National Affordable Housing Act

Type of Project: <input type="checkbox"/> New Construction <input type="checkbox"/> Rehabilitation <input checked="" type="checkbox"/> Acquisition	PRAC Contract No.: NJ39-Q931-017	HUD Project No.: 035-HD015
---	-------------------------------------	-------------------------------

This Agreement to Enter into Project Rental Assistance Contract (Agreement) is entered into between the United States of America acting through the Department of Housing and Urban Development (HUD) and 116 West Oakcrest Avenue, Inc.

(Owner).

The Owner proposes to complete a housing project, as described in the approved Application. Upon the acceptable completion of the project, the Owner and HUD will enter into a Project Rental Assistance Contract (Contract) for the purpose of making assistance payments to enable eligible Very Low-Income Households (Households) to occupy units in the project.

1.1 Significant Dates; Contents and Scope of Agreement.

- (a) Effective Date of Agreement: September 26, 19 95.
- (b) Date of Commencement of Work. The date for commencement of work (see section 2.1(a)) is not later than N/A calendar days after the effective date of this Agreement.
- (c) Time for Completion of Project. The date for completion of the project (see section 2.1(b)) is not later than N/A calendar days after the date for commencement of work.
- (d) Contents of Agreement. This Agreement consists of Part I, Part II and the following exhibits:
Exhibit A: The Project Rental Assistance Contract (Contract) to be executed upon acceptable completion of the project, complete in all respects except for execution and effective date.
Exhibit B: The schedule of completion in stages, if applicable. (This exhibit should identify the units in each stage.) N/A
Exhibit C: The schedule of Davis-Bacon wage rates, if applicable.
Additional Exhibits: (Specify additional exhibits, if any. If none, insert "None") "None"
- (e) Scope of Agreement. This Agreement, including the exhibits, whether attached or incorporated by reference, comprises the entire agreement between the Owner and HUD with respect to the matters contained in it. Neither party is bound by any representations or agreements of any kind except as contained in this Agreement, any applicable regulations, and agreements entered into in writing by the parties which are consistent with this Agreement. Nothing contained in this Agreement shall create or affect any relationship between HUD and any contractors or subcontractors employed by the Owner in the completion of the project.

1.2 HUD Assurance. The approval of this Agreement by HUD is an assurance by HUD to the Owner that:

- (a) The faith of the United States is solemnly pledged to the payment of project rental assistance payments pursuant to the Contract; and
- (b) HUD has obligated funds for these payments.

1.3 Relocation Requirements. (mark one)

- ☒ The Owner hereby certifies that the site of the project was without occupants eligible for relocation assistance under 24 CFR 889.265 (e) or 890.260 (e).
- ☐ The Owner agrees to provide any relocation benefits required under 24 CFR 889.265 (e) or 890.260 (e) and other HUD issuances.

United States of America
Secretary of Housing and Urban Development

Signature:

By:

Encarnacion Loukatos,

Name:

Director, Multifamily Housing Division

Official Title:

Date:

Owner: 116 West Oakcrest Avenue, Inc.

Signature:

By:

Name:

Official Title:

Date:

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3720, 3802)

form HUD-90172-A-CA (4/92)
ref. Handbooks 4571.4 & 4571.5

**Part II of the
Agreement to Enter into a
Project Rental Assistance Contract**

For Use under Section 202 of the Housing Act of 1959
or Section 811 of the National Affordable Housing Act

U.S. Department of Housing
and Urban Development
Office of Housing

Type of Project: <input type="checkbox"/> New Construction <input type="checkbox"/> Rehabilitation <input checked="" type="checkbox"/> Acquisition	PRAC Contract No.: NJ39-Q931-071	HUD Project No.: 035-HD015
---	---	-----------------------------------

2.1 Schedule of Completion.

- (a) **Timely Performance of Work.** The Owner agrees to begin work no later than the time indicated in section 1.1. The Owner shall report to HUD the date work has commenced and shall thereafter furnish HUD with periodic progress reports (quarterly unless more frequent reporting is required by HUD). In the event the work is not commenced, diligently continued, or completed as required under this Agreement, HUD reserves the right to rescind this Agreement or take other appropriate action in accordance with section 2.13.
- (b) **Time for Completion.** The project shall be completed in accordance with section 2.3 no later than the end of the period indicated in section 1.1, or in stages as provided for in Exhibit B. Where the Agreement provides for completion in stages, all references to project completion shall be considered to refer to project completion or completion of any stage, as appropriate.
- (c) **Delays.** In the event there is a delay in the completion due to strikes, lockouts, labor union disputes, fire, unusual delays in transportation, unavoidable casualties, weather, acts of God, or any other causes beyond the Owner's control, or by delay authorized by HUD, the time for completion shall be extended to the extent that HUD determines that completion is delayed due to one or more of these causes.

2.2 Marketing.

- (a) The Owner shall commence and diligently continue marketing as soon as possible, but in any event no later than 90 days prior to the anticipated date of availability for occupancy of the first unit in the project. The Owner must notify HUD of the date of commencement of marketing. Marketing and leasing must be done in accordance with the HUD-approved Affirmative Fair Housing Marketing Plan, all Fair Housing and Equal Opportunity requirements, and the applicable provisions of Exhibit A, the proposed Contract.
- (b) At the time of Contract execution, the Owner must submit a list of leased and unleased units, with justification for the unleased units, to qualify for vacancy payments for the unleased units in accordance with the Contract.

2.3 Execution of Project Rental Assistance Contract.

- (a) **Time of Execution.** Upon acceptance of the project by HUD, the Contract shall be executed first by the Owner and then by HUD.
- (b) **Completion in Stages.** If completion is in stages, the Contract and the signature block for the first stage, shall be executed upon completion of the first stage, and the number and types of completed units and their Contract Rents shall be shown in Exhibit 1 of the Contract. Thereafter, upon completion of each successive stage, the signature block provided in the Contract for that stage shall be executed, and additional Exhibits 1a, 1b, etc., covering the additional units, shall become part of the

Contract.

- (c) **Unleased Units at Time of Execution.** At the time of execution of the Contract, HUD shall examine the lists of dwelling units leased and not leased, referred to in section 2.2(a) and (b), and shall determine whether or not the Owner has met its obligation under that section with respect to any unleased units. HUD shall state in writing its determination with respect to the unleased units and for which of those units it will make housing assistance payments pursuant to the Contract. The Owner shall indicate in writing concurrence or nonconcurrence with this determination reserving its right to claim project assistance payments for the unleased units under the Contract, without prejudice by reason of signing the Contract.
- (d) **Contract Rents.** The Contract Rents by unit size (and in the case of group homes residential spaces), amounts of project rent assistance payments, and any other applicable terms and conditions shall be as specified in the proposed Project Rent Assistance Contract.
- (e) **No Changes in Contract.** Each party has read or is presumed to have read the proposed Contract. It is expressly agreed that there shall be no change in the terms and conditions of the Contract other than as provided in this Agreement.

2.4 Cooperation in Equal Opportunity Reviews:

- (a) The Owner agrees to cooperate with HUD in conducting monitoring and compliance reviews and complaint investigation pursuant to all applicable civil rights statutes and regulation: Executive Orders, and civil rights related program requirements.
- (b) In carrying out the obligations under this Agreement, the Owner will comply with:
 - (1) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and its implementing regulations at 24 CFR Part 106; Executive Order No. 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulation at 24 CFR Part 1;
 - (2) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against otherwise qualified individuals with disabilities under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.
 - (3) The requirements of Executive Order No. 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60;
 - (4) The requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Employment of Handicapped Persons);

(ii) The Owner has asserted or demonstrated an intention not to perform some or all of its obligations under this Agreement; or

(iii) If the Owner has violated or failed to comply with applicable HUD regulations for the Section 202 or Section 811, or with the regulatory agreement; or the Owner has filed any false statement or misrepresentation with HUD in connection with the loan.

(2) HUD Determination of Default. Upon a determination by HUD that a default has occurred, HUD shall notify the Owner of:

(i) The nature of the default,

(ii) The action required to be taken and the remedies to be applied on account of the default (including actions by the Owner to cure the default),

(iii) The time within which the Owner shall respond with a showing that all the required actions have been taken.

If the Owner fails to respond or take action to HUD's satisfaction, HUD shall have the right to take corrective action to achieve compliance, in accordance with paragraph (3) of this section, or to terminate this Agreement, in whole or in part, or to take other corrective action to achieve compliance, in its discretion.

(3) Corrective Actions. Pursuant to paragraph (2) of this section, HUD in its discretion may take the following corrective actions:

(i) Take possession of the project, bring any action necessary to enforce any rights of the Owner, complete the project in accordance with the terms of this Agreement, execute the Contract on behalf of the Owner, and operate the project in accordance with the terms of the Contract until such time as HUD determines that the Owner is again in a position to complete or operate the project, as appropriate, in accordance with the Agreement or Contract.

(ii) Apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of the Agreement, for the appointment of a receiver to take over and complete the project in accordance with this Agreement and to execute the Contract and operate the project in accordance with the Contract, or for such other relief as may be appropriate. These remedies are appropriate since the injury to HUD arising from a default under any of the terms of this Agreement could be irreparable and the amount of damage would be difficult to ascertain.

(b) Remedies not Exclusive and Non-Waiver of Remedies. The availability of any remedy under this Agreement shall not preclude the exercise of any other remedy under this Agreement or under any provision of law, nor shall any action taken in the exercise of any remedy be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that

or any other right or remedy at any time.

2.13 Disputes.

Any dispute concerning a question of fact arising under this Agreement which cannot be resolved by agreement between the HUD Field Office and the Owner may be submitted by the Owner to the Secretary of Housing and Urban Development or a designee. Both parties shall proceed diligently with the performance of this Agreement and in accordance with the decision of the Field Office, pending resolution of the appeal.

2.14 Conflict of Interest.

Officers, directors, stockholders, and authorized representatives of the Owner may not have any financial interest in any contract in connection with the rendition of services, the provision of goods or supplies, project management, procurement of furnishings or equipment, construction of the project, procurement of the site or other matters related to the development or operation of the project.

2.15 Interest of Member of or Delegate to Congress.

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Agreement or to any benefits which may arise from it.

2.16 Assignment, Sale or Foreclosure.

(a) The Owner agrees that it has not made and will not make any sale, assignment, or conveyance or transfer in any fashion, of this Agreement, the Contract, or the project or any part of them or any of its interest in them, without the prior written consent of HUD.

(b) The Owner agrees that it will not change to a different contractor, except with HUD's prior written consent.

(c) The Owner agrees that the approved contractor has not made and will not make, except with HUD's prior written consent, any assignment or transfer in any form of the contractor's contract to construct or rehabilitate the project, or of any part of it, or any of the contractor's interests in it.

(d) The Owner agrees to notify HUD promptly of any proposed action covered by paragraph (a), (b), or (c) of this section, and further agrees to request the prior written consent of HUD. For purposes of this section, a sale, assignment, conveyance, or transfer includes but is not limited to a transfer by the Owner, in whole or in part.

(e) The provisions of this section also shall apply to transfers of interest by the contractor and by persons having interests in the contractor.

(f) Except where otherwise approved by HUD, this Agreement and the Contract shall continue in effect in the event:

(1) Of assignment, sale, or other disposition of the project or this Agreement or the Contract,

(2) Of foreclosure, including foreclosure by HUD,

(3) Of assignment of the mortgage or deed in lieu of foreclosure, or

(4) HUD takes over possession, operation or ownership.

Part II of the Project Rental Assistance Contract

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Section 202 Supportive Housing for the Elderly
Section 811 Housing for Persons with Disabilities

Type of Project:

- ☐ New Construction
☐ Substantial Rehabilitation
☒ Acquisition

PRAC Contract No.:

NJ39-Q931-017

HUD Project No.:

035-HD015

2.1 Owner's Warranties, Amendments.

- (a) **Legal Capacity.** The Owner warrants that it has the legal right to execute this Contract and to lease dwelling units covered by this Contract.
- (b) **Completion of Work.** The Owner warrants that the project as described in section 1.1 is in good and tenantable condition and that the project has been completed in accordance with the terms and conditions of the Capital Advance Agreement (Agreement) or will be completed in accordance with the Special Conditions for Acceptance (see attached exhibit, where applicable). The Owner further warrants that it will remedy any defects or omissions covered by this warranty if called to its attention within 12 months of the effective date of this Contract. The Owner agrees that the continuation of this Contract shall be subject to the Owner meeting any Special Conditions for Acceptance.

2.2 Families To Be Housed.

- (a) **Families To Be Housed.** If a Section 811 project, the Contract Units are to be leased by the Owner to eligible Disabled Persons (Families) for occupancy by such Families solely as private dwellings and as their principal place of residence. If a Section 202 project, the Contract Units are to be leased to eligible elderly Persons or Households (Families) solely.

(1) HUD hereby agrees to make project rental assistance payments on behalf of Families for the Contract Units, to enable the Families to lease Decent, Safe, and Sanitary housing pursuant to Section 202 or Section 811.

(2) If there is a Utility Allowance and if the Allowance exceeds the tenant payment, the Owner shall pay the Family the amount of the excess. HUD will pay funds to the Owner in trust solely for the purpose of making this payment.

2.3 Maximum Project Rental Assistance Commitment: Project Account.

- (a) **Maximum Annual Contract Commitment.** Notwithstanding any other provisions of this Contract (other than paragraph (b)(2) of this section) or any provisions of any other contract between HUD and the Owner, HUD shall not be obligated to make and shall not make any project rental assistance payments under this Contract in excess of the amount identified in section 1.1(c). However, this amount may be reduced commensurately with any reduction in the number of Contract Units or in the Operating Expense Amount or pursuant to any other provisions of this Contract.

(b) Project Account.

- (1) A project account will be established and maintained by HUD, as a specifically identified and segregated account for the project. The account will be established and maintained, in an amount determined by HUD, out of the amounts by which the Maximum Annual Contract Commitment under section 1.1(c)

exceeds the amount actually paid out under the Contract each fiscal year. Payments will be made from the account for project rental assistance payments when needed to cover increases in Operating Expense Amounts or decreases in tenant payments and for other costs specifically approved by the Secretary.

(2) Whenever a HUD-approved estimate of the required annual payments for a fiscal year exceeds the maximum annual commitment for that fiscal year plus the current balance in the project account, HUD will, within a reasonable period of time, take such additional steps as may be necessary to assure that payments under the Contract will be adequate to cover increases in Operating Expenses and decreases in tenant payments.

(3) Any amount remaining in the account after payment of the last project rental assistance payment with respect to the project shall be applied by HUD in accordance with law.

2.4 Project Rental Assistance Payments To Owners.

(a) Project Rental Assistance Payments on Behalf of Families.

(1) Project assistance payments shall be paid to the Owner for units (or residential space in a group home under Section 811) under lease for occupancy by Families in accordance with the Contract. The project rental assistance payment will cover the difference between the Operating Expenses and tenant payments as determined in accordance with the HUD-established schedules and criteria.

(2) The amount of project rental assistance payment payable on behalf of a Family and the amount of tenant payment shall be subject to change by reason of changes in Family Income, Family composition, extent of exceptional medical or other unusual expenses or program rules in accordance with the HUD-established schedules and criteria; or by reason of a change in any applicable Utility Allowance approved or required by HUD. Any such change shall be effective as of the date stated in a notification of the change to the Family, which need not be at the end of the Lease term.

- (b) **Vacancies During Rent-up.** If a Contract Unit (or residential space in a group home under Section 811), is not leased as of the effective date of the Contract, the Owner is entitled to assistance payments in the amount of 50 percent of the Operating Expense for the unit (or pro rata share of the Operating Expense for a group home) for a vacancy period not exceeding 60 days from the effective date of the Contract, provided that the Owner: (1) commenced marketing and otherwise complied with section 2.2(d) of the Agreement; (2) has taken and continues to take all feasible actions to fill the vacancy, including, but not limited to, contacting applicants on its waiting list, if any, requesting appropriate sources to refer eligible applicants, and advertising the availability of the unit in a manner specifically designed to reach eligible families; and (3) has not rejected any eligible applicant except for good cause acceptable to HUD.

- (c) **Vacancies After Rent-up.** If an eligible family vacates an

- terms of its lease, including the termination date and amount of tenant payments.
- (d) Notification of Abatement. Any reduction or suspension of project rental assistance payments shall be effective as provided in written notification to the Owner. The Owner shall promptly notify the Family of any such abatement.
- (e) Overcrowded and Underoccupied Units. Where the Owner determines a unit is larger or smaller than appropriate for an eligible family, the Owner agrees, if possible, to offer the family an appropriate alternate unit as promptly as possible in accordance with HUD regulations and requirements in effect at the time of the determination.

2.6 Financial Requirements.

(a) Submission of Financial and Operating Statements.

The Owner must submit to HUD:

(1) Within 60 days after the end of each fiscal year of project operations, financial statements for the project audited by an Independent Public Accountant in the form required by HUD, and

(2) Other statements as to project operation, financial condition and occupancy as HUD may require to administer this Contract and to monitor project operations.

(b) Use of Project Funds.

(1) The Owner shall maintain a project fund account in a HUD-approved depository and shall deposit all tenant payments, charges, income and revenues arising from project operation or ownership in this account. Project funds must be used for the operation of the project (including required insurance coverage), to pay operating expenses, and to make required deposits to the replacement reserve in accordance with paragraph (c) of this section. To the extent HUD determines that project funds are more than needed for these purposes, the surplus project funds must be deposited with a HUD-approved depository in an interest-bearing residual receipts account. Withdrawals from this account will be made only with the approval of HUD and for project purposes, including the reduction of project rental assistance payments. Upon termination of the Contract, any excess funds must be remitted to HUD.

(c) Replacement Reserve.

(1) The Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with applicable regulations.

(i) The Owner shall make monthly deposits to the replacement reserve commencing on the effective date of the Contract. For staged projects, the deposits shall commence on a pro rata basis for units in each stage on the effective date of the Contract for that stage.

(ii) The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. Should the reserve reach that level, the amount of monthly deposit to the reserve may be reduced with HUD approval.

(iii) Replacement reserve funds must be deposited with HUD or a HUD-approved depository in an interest-bearing account.

All interest earnings must be added to the reserve.

(iv) Funds may be withdrawn from the reserve and used only in accordance with HUD guidelines and with the approval of, or

as directed by, HUD.

(d) The Owner is not entitled to distributions of project funds.

2.7 Operating Expense Adjustments.

(a) Funding of Adjustments. Project rental assistance payments will be increased commensurate with adjustments in operating expenses under this section up to the maximum amount authorized under section 2.3(a) of this Contract. HUD will calculate operating expense adjustments based on the sum of the costs for operating the project (as approved by HUD) with adjustments for vacancies, the project's non-rental income, and other factors that HUD deems appropriate. The calculation will be made on the basis of the information provided by the Owner on a form prescribed by HUD.

(b) Operating Expense Adjustments. Operating Expenses shall be adjusted whenever HUD approves an increase in operating costs as provided under the Regulatory Agreement.

(c) Incorporation of Operating Expense Adjustment. Any adjustment in Operating Expenses shall be incorporated into Exhibit 1 by a dated addendum to the exhibit establishing the effective date of the adjustment.

(d) Adjustment of Operating Expense Based on Cost Certification. The Owner shall complete the cost certification requirements under 24 CFR part 889 (Section 202) or 24 CFR 890 (Section 811).

(e) Adjustment of Operating Expense Amounts Due to Tax Exemption. The Operating Expense Amounts may be reduced to reflect real property tax exemption or similar savings where the initial operating expenses were approved on the assumption that the project would not receive the benefit of the tax abatement or similar savings. The Owner agrees to notify HUD in the event the project begins to receive such an exemption or similar savings so the Initial Operating Expense Amounts then in effect may be reduced.

2.8 Marketing And Leasing Of Units.

(a) Compliance with Equal Opportunity Requirements. Marketing of units and selection of Families by the Owner shall be in accordance with the Owner's HUD-approved Affirmative Fair Housing Marketing Plan (if required), shown as an exhibit, and with all regulations relating to fair housing advertising. Projects shall be managed and operated without regard to race, color, religion, creed, age, sex, handicap, familial status or national origin, except housing provided under Section 202 must be limited to households where at least one person is 62 years of age or older.

(b) Security Deposits. The Owner agrees to comply with applicable HUD regulations (24 CFR Part 889 or 890) and other requirements, as revised from time to time, regarding security deposits and to comply with all State and local law.

(c) Eligibility, Selection and Admission of Families.

(1) The Owner shall be responsible for determination of eligibility of applicants, selection of families from among those determined to be eligible, computation of the amount of project assistance payments on behalf of each selected Family and of total Family contributions and recordkeeping in accordance with applicable HUD regulations and requirements.

(2) The Owner shall not charge any applicant or assisted Family any amount in excess of the total Family contribution

2.13 Flood Disaster Protection Act.

If the Project is located in an area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, the Owner agrees that it will obtain coverage of the Project, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

2.14 Clean Air Act and Federal Water Pollution Control Act.

In compliance with regulations issued by the Environmental Protection Agency (EPA), 40 CFR, Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 1173, the Owner agrees:

- (a) Not to utilize any facility in the performance of this Contract or any nonexempt subcontractor which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list.
- (b) Promptly to notify HUD of the receipt of any communication from the EPA indicating that a facility to be utilized for this Contract is under consideration to be listed on the EPA List of Violating Facilities;
- (c) To comply with all the requirements of section 114 of the Air Act and section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in section 114 of the Air Act and section 308 of the Water Act, and all regulations and guidelines issued thereunder; and
- (d) To include or cause to be included the provisions of this Contract in every nonexempt subcontract and take such action as HUD may direct as a means of enforcing such provisions.

2.15 Displacement and Relocation Assistance.

The Owner agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) as amended by the Uniform Relocation Assistance Amendments of 1987, Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. 100-17, approved April 2, 1987) (URA) and government-wide implementing regulations at 49 CFR Part 24 which set forth relocation assistance requirements that apply to the displacement of any person (family, individual, business, non-profit organization or farm) as a direct result of acquisition, rehabilitation or demolition for a project assisted under this part.

2.16 Lead-Based Paint.

The Owner agrees to comply with requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and implementing regulation at 24 CFR Part 35 to the extent they are applicable to housing under the Contract.

2.17 Lobbying.

The Owner agrees to comply with the prohibitions against lobbying the Executive or Legislative Branches of the Federal Government contained in Pub. L. 101-121 (31 USC 1352) and implementing regulations at 24 CFR Part 87.

2.18 Reports and Access to Premises and Records.

- (a) The Owner shall furnish any information and reports pertinent to this Contract as reasonably may be required from time to time by HUD.
- (b) The Owner shall permit HUD or its duly authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner that are pertinent to compliance with this Contract, including the verification of information pertinent to project rental assistance payments.

2.19 Disputes.

Any dispute concerning a question of fact arising under this Contract which cannot be resolved by agreement between the HUD Field Office and the Owner may be submitted by the Owner to the HUD Secretary or a designee. Both parties shall proceed diligently with the performance of this Contract and in accordance with the Field Office's decision, pending resolution of the appeal.

2.20 Conflicts of Interest.

Officers, directors, stockholders and authorized representatives of the Owner may not have any financial interest in any contract in connection with the rendition of services, the provision of goods or supplies, project management, procurement of furnishings or equipment, construction of the project, procurement of the site, or other matters related to development and operation of the project.

2.21 Interest of Member of or Delegate to Congress.

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise from it.

2.22 Assignment, Sale or Foreclosure.

- (a) The Owner agrees that it has not made and will not make any sale, assignment, or conveyance or transfer in any fashion, of this Contract, the Agreement, or the project or any part of them or any of its Interest in them, without the prior written consent of HUD.
- (b) The Owner agrees to notify HUD promptly of any proposed action covered by paragraph (a) of this section and further agrees to request HUD's prior written consent.
- (c) Except where otherwise approved by HUD, this Contract and the Agreement shall continue in effect and project rental assistance payments will continue in accordance with the terms of this Contract in the event:
 - (1) of assignment, sale or other disposition of the project, this Contract or the Agreement,
 - (2) of foreclosure, including foreclosure by HUD.
 - (3) of assignments of the mortgage or deed in lieu of foreclosure,
 - (4) HUD takes over possession, operation or ownership,



Jack - Peter
U.S. Department of Housing and Urban Development
New Jersey State Office
Thirteenth Floor
One Newark Center
Newark, New Jersey 07102-5260

April 25, 1995

Ms. Donna Efstatos, President
116 West Oakcrest Avenue, Inc.
15 Alden Street, Suite 11-12
Cranford, New Jersey 07016

RE: Affirmative Fair Housing Marketing Plan:
Project: Northfield Consumer Home
Location: Northfield, NJ
Number: 035-HD015

Dear Ms. Efstatos:

We are pleased to advise you that the Affirmative Fair Housing Marketing Plan (AFHMP) that you submitted for the above subject project is approved as of the date of this letter.

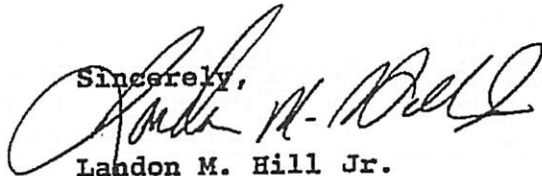
As you know, the primary purpose of the affirmative marketing program is to promote a condition in which individuals of similar income levels in the same housing market area have available to them a like range of choices in housing, regardless of the individual's race, color, religion, sex, national origin, handicap or familial status. Accordingly, the Department has identified the below listed procedures which you are required to follow pursuant to the goals of the program:

- (1) The approved AFHMP must be available for public inspection in your office.
- (2) The HUD Fair Housing Poster is required to be prominently displayed in all offices in which sales activity takes place; displayed from the start of construction and sales periods.

- (3) Although no advertising is proposed at this time, you must ensure that all future advertising material related to this housing contains the Equal Housing Opportunity logo, slogan, or statement, in conformance with the HUD Fair Housing Advertising Regulations (24 CFR Part 109). Also, copies of all materials sent to community contacts must be submitted to this office.

We encourage you to make every possible good faith effort to carry out the provisions and fulfill the objectives of AFHM Plan. If you have any questions or need assistance, please call us at (201) 622-7900 ext. 3254.

Sincerely,



Landon M. Hill Jr.
Acting Director
Fair Housing and Equal Opportunity

Affirmative Fair Housing Marketing Plan

U.S. Department of Housing
and Urban Development
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013 (Rev. 10/31/93)

1. Project Name, Address (including city, State and zip code) & Phone Number: 116 West Oakcrest Avenue, Inc. 15 Alden Street, Suite 11-12 Cranford, NJ 07016 (908)272-6364		1c. Project Application Number 035-HD015	1d. Number of Units 1	1e. Price or Rent Range From \$ 950 To \$ 950
11. For Multifamily Housing Only <input type="checkbox"/> Elderly <input checked="" type="checkbox"/> Non-Elderly		1g. Approximate Starting Dates: Advertising: 9/1/94 Occupancy: 11/1/94		
1h. County: Atlantic Co.		1i. Census Tract: 124.02		
1j. Managing Sales Agent's Name & Address: (including city, State and zip code) Tri - County Community Action Program, 143 West Broad Bridgeton, NJ 08302				

2. Type of Affirmative Marketing Plan: (mark only one) <input type="checkbox"/> Project Plan <input type="checkbox"/> Minority Area <input checked="" type="checkbox"/> White (non-minority) Area <input type="checkbox"/> Mixed Area (with _____ % minority residents) <input type="checkbox"/> Annual Plan (for single-family scattered site units) Note: A separate Annual Plan must be developed for each type of census tract in which the housing is to be built.		3. Direction of Marketing Activity: (Indicate which group(s) in the housing market area are least likely to apply for the housing because of its location and other factors without special outreach efforts) <input type="checkbox"/> White (non-Hispanic) <input checked="" type="checkbox"/> Black (non-Hispanic) <input checked="" type="checkbox"/> Hispanic <input type="checkbox"/> American Indian or Alaskan Native <input checked="" type="checkbox"/> Asian or Pacific Islander	
Marketing Program: Commercial Media: (Check the type of media to be used to advertise the availability of this housing) <input type="checkbox"/> Newspapers/Publications <input type="checkbox"/> Radio <input type="checkbox"/> TV <input type="checkbox"/> Billboards <input type="checkbox"/> Other (specify) _____		Not Applicable	
Name of Newspaper, Radio or TV Station		Racial/Ethnic Identification of Readers/Audience	
		Size/Duration of Advertising	

Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster:
 Brochures, letters, or handouts be used to advertise? ☒ Yes ☐ No If "Yes", attach a copy or submit when available.
 Project site sign, indicate sign size _____ x _____; Logo type size _____ x _____. Attach a photograph of project sign or submit when available.
 HUD's Fair Housing Poster must be conspicuously displayed wherever sales/rentals and showings take place. Fair Housing Posters will be displayed in the
☐ Sales/Rental Office ☐ Real Estate Office ☐ Model Unit ☒ Other (specify) Office and Renting Offices

Community Contacts. To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish and maintain contact with the groups/organizations listed below that are located in the housing market area or SMSA. If more space is needed, attach an additional sheet. Notify HUD-FHEO of any changes in this list. Attach a copy of correspondence to be mailed to these groups/organizations. (Provide all requested information.)

Name of Group/Organization	Racial/Ethnic Identification	Approximate Date	Person Contacted or to be Contacted
Mental Health Association	Mixed	7/1/94	Vickie Phillips
Spanish Community Center	Hispanic	7/1/94	Lydia Munoz
Union Baptist Temple	Black	7/1/94	Rev. Ben
Hispanic Alliance	Hispanic	7/1/94	Barry Lopez
Address & Phone Number	Method of Contact	Indicate the specific function the Group/Organization will undertake in implementing the marketing program:	
601 N. Main St. (609)272-1700	Telephone	Outreach to potential residents	
303 Summer st. (609)697-2967	Telephone	Outreach to potential residents	
10110 Drexel Ave. (609)345-4314	Telephone	Outreach to potential residents	
1190 Blackhorse Ave. (609)645-4770	Telephone	Outreach to potential residents	

5. Future Marketing Activities (Rental Units Only) Mark the box(s) that best describe marketing activities to fill vacancies as they occur after the project has been initially occupied. <input type="checkbox"/> Newspapers/Publications <input type="checkbox"/> Radio <input type="checkbox"/> TV <input checked="" type="checkbox"/> Brochures/Leaflets/Handouts <input type="checkbox"/> Site Signs <input checked="" type="checkbox"/> Community Contacts <input type="checkbox"/> Other(specify) _____		6. Experience and Staff Instructions: (See instructions) 6a. Staff has experience. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 6b. On separate sheets, indicate training to be provided to staff on Federal, State and local fair housing laws and regulations, as well as this AFFIRM Plan. Attach a copy of the instructions to staff regarding fair housing.	
--	--	---	--

7. Additional Considerations: Attach additional sheets as needed.
 See attached sheet.

Changes and Revisions: By signing this form, the applicant agrees, after appropriate consultation with HUD, to change any part of the plan covering a multifamily project to ensure compliance with Section 200.620 of HUD's Affirmative Fair Housing Marketing Regulations.		For HUD-FHEO Use Only	
Signature of Person Submitting Plan & Date of Submission: Donna Efstatos, President		Approval By: Signature & Date: 4/25/95 Landon M. Hill	Disapproval By: Signature & Date:
Name (type or print): Donna Efstatos		Name (type or print): Landon M. Hill	Name (type or print):
Title & Name of Company: President, 116 West Oakcrest Avenue, Inc.		Title: Director, FHEO	Title:

AFFIRMATIVE FAIR HOUSING MARKETING PLAN

One Sixteen West Oakcrest Avenue, Northfield, NJ

The single family property at One Sixteen West Oakcrest Avenue, Northfield, will have three low-income consumers of mental health services residing in the property. The consumer home is currently occupied by three low-income consumers of mental health services. They will remain in the consumer home after the Section 811 Fund Reservation is closed. The proposed marketing plan was prepared to cover primarily future marketing activities.

The minority group least likely to apply has been identified as African American (Black). African American are often the least willing to publicly identify themselves as a mental health consumer.

Because it is a single family property for mental health consumers, it is neither cost effective, appropriate nor feasible to utilize newspapers, radio, TV, billboards nor other media. The market for these media is too broad and does not focus on mental health consumers as a target population. The cost of advertising for three slots in a single family property is too large to secure applicants to fill three slots in a single family property. Finally, and even more importantly, public advertising of a single family property as housing for the psychiatric disabled is likely to only intensify the discrimination against mental health consumers. The goal of this consumer home is to help the residents integrate in to the community. Public advertising for a small property only serves to segregate the residents from the larger community and raise the specter of the residents being discriminated against or harassed by neighbors.

Flyers will be prepared and distributed to mental health consumer groups that include African-Americans, Latinos, Asians and other minority groups that are least likely to apply. These are currently being prepared. They will be in both English and Spanish. Copies will be sent to HUD once they are prepared and a Firm Commitment is approved.

The four community groups listed are the primary consumer support and advocacy organizations in Atlantic County. They work with mental health consumers who are low-income and in need of decent, affordable housing. They will distribute flyers, hold meetings, and do outreach to minority mental health consumers.

The staff of the senior property manager, Social Enterprise Associates has been trained in affirmative marketing. They will train staff of Butterfly Property Management (BPM) in any and all training provided by the Office of Fair Marketing Housing and Equal Opportunity. In addition, BPM and the sponsor, Collaborative Support Programs of NJ, are committed to including all consumers in the housing.



License Number GH269

State of New Jersey
DEPARTMENT OF HUMAN SERVICES

**Group Home
LICENSE**

This is to certify that

2026 CEDARBRIDGE RD

NORTHFIELD

NJ 08225

Operated by

COMMUNITY QUEST, INC.

Having met the requirements of the New Jersey Statute,

P.L. 1977, c. 448,

and the regulations of this Department, is hereby licensed as a

Group Home
(type of residence)

11/30/2013
(date issued)

from

for 5

(number)

effective to

11/30/2014
(expiration date)

Individuals

Jennifer Velez, Commissioner, Department of Human Services

Arlene Gilbert Groch
ARLENE GILBERT GROCH
Attorney at Law, State of New Jersey

DEED

This Deed is made on Jan. 8, 2003,

BETWEEN GEORGE GROCH/AND ARLENE GROCH, husband and wife, whose post office address is 1413 Shore Road, in the City of Northfield, County of Atlantic and State of New Jersey, referred to as the Grantor,

AND **CAREER OPPORTUNITY DEVELOPMENT, INC.**, whose address is 901 Atlantic Avenue, in the City of Egg Harbor City, County of Atlantic and State of New Jersey, referred to as Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors listed above.

Transfer of Ownership. The Grantors grant and convey (transfer ownership of) the property described below to the Grantee. This transfer is made for the sum of \$191,900. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) City of Northfield
Block No. 179.02 Lot Nos. 44.02 Account No.

X No property tax identification number is available on the date of this Deed.
(Check box if applicable.)

Property. The property consists of all that certain lot, tract or parcel of land and premises situate, lying and being in the City of Northfield, County of Atlantic and State of New Jersey, containing 10,223.25 square feet, more or less [including 17' wide easement] and

BEING ALSO KNOWN AS Lot 44.02 in Block 179.02 as shown on a certain Minor Subdivision Map prepared by Arthur Ponzio & Associates, dated September 13, 1998 and duly filed May 8, 1989 in the Atlantic County Clerk's Office as Map No. 2907 and

BEING further described in a Map of Survey prepared by Thomas A. Prendergost on November 4, 2002, a copy of which is attached hereto, and

BEING ALSO KNOWN AS 322 Shore Road.

BEING the same premises which Shirlye Dwayne Calabrese, granted and conveyed unto George Groch and Arlene Groch, by Deed dated April 15, 1999 and recorded on April 22, 1999 in deed Book 6469, Page 223 in the Atlantic county Clerk's Office.

Promises by Grantor: The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed.

Consideration:	191900.00
County:	192.00
State:	480.00
N.P.R.F.:	63.00
Realty Tax:	735.00
Fees:	45.00

R

METES AND BOUNDS

BEGINNING AT THE intersection of the Northeasterly line of Catherine Place (33 feet wide) and the Southeasterly line of Shore Road (49.50 feet wide); and extending thence

- 1. North 48 degrees 58 minutes 00 seconds East, along the Southeasterly line of Shore Road, 102.66 feet to an iron bar; thence**
- 2. South 46 degrees 32 minutes 30 seconds East, 100.01 feet to an iron bar; thence**
- 3. South 48 degrees 58 minutes 00 seconds West, 102.73 feet to a point in the Northeasterly line of Catherine Place; thence**
- 4. North 46 degrees 30 minutes 00 seconds West, along same 100 feet to the point and place of BEGINNING.**

BEING KNOWN AS Lot 44.02, Block 179.02 on the Tax Map of the City of Northfield, New Jersey.

ALSO KNOWN AS Lot 44.02, Block 179.02 on the Minor Subdivision Map of Block 179.02, Lot 44 filed with the Atlantic County clerk's Office on May 8, 1989, Map # 2907.

COMMONLY KNOWN AS 322 Shore Road, Northfield, New Jersey.

SUBJECT TO A 17 foot wide Easement:

BEGINNING AT THE intersection of the Northeasterly line of Catherine Place (33 feet wide) and the Southeasterly line of Shore Road (49.50 feet wide); and extending thence

- 1. North 48 degrees 58 minutes 00 seconds East, along the Southeasterly line of Shore Road, 17 feet; thence**
- 2. South 46 degrees 32 minutes 30 seconds East, 100.01 feet; thence**
- 3. South 48 degrees 58 minutes 00 seconds West, 17.07 feet to a point in the Northeasterly line of Catherine Place; thence**
- 4. North 46 degrees 30 minutes 00 seconds West, along same 100 feet to the point and place of BEGINNING.**

BEING KNOWN AS a portion of Lot 44.02, Block 179.02 on the Tax Map of the City of Northfield, New Jersey

Area: 8,523 ± Excluding Easement



LAND TITLE SURVEY

This lot is located in FEMA Zone C

Buyer: Career Opportunity Development, Inc.

Mortgagee: N/A

its successors and/or assigns as their interests may appear.

Title Company: Title Company of Jersey

To the above parties, any insuror of title relying hereon and any other party of interest. In consideration of the fee paid for making this survey, I hereby certify to its accuracy (except such easements if any that may be located below the surface of lands and not visible) as an inducement for any insuror of title to insure the title of lands and premises shown hereon. This certification is only for the above named parties for purchase and/or mortgage. No liability or responsibility is assumed for the use of survey for any other purpose including but not limited to survey affidavit, resale of property, new construction or use by any other person not listed in certification. SURVEY NOT VALID WITHOUT RAISED SEAL

Thomas A. Prendergast NJ License No. 37604

Block 179.02 Lot 44.02 Address: 322 Shore Road

Municipality: City of Northfield

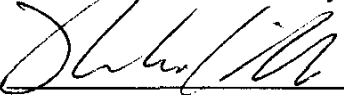
County: Atlantic

Scale: 1" = 20' by: tap


Date: 11/4/2002

Revised:

Witnessed or Attested by:



Witness for George Groch



Witness for Arlene Groch

*George Groch by Arlene Groch
by Power of Attorney*

GEORGE GROCH by his Attorney-in-fact
ARLENE GROCH

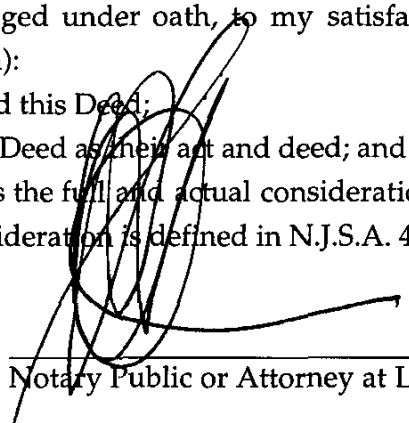

ARLENE GROCH

STATE OF NEW JERSEY, COUNTY OF ATLANTIC

SS: Arlene Groch, Atty-in-fact for

I CERTIFY that on Jan. 8, 2003, George Groch and Arlene Groch, individually personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as their act and deed; and
- (c) made this Deed for \$191,900.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).


Notary Public or Attorney at Law

SALLY A. OSHMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 27, 2006

IN COMPLIANCE WITH STATUTE I HAVE PRESENTED
AN ABSTRACT OF THE WITHIN TO ALL ASSESSORS
OF THE TAXING DISTRICT THEREIN MENTIONED


ATLANTIC COUNTY CLERK

ACCOUNT # 406
THE TITLE COMPANY OF JERS
NORTHFIELD, NEW JERSEY 08222

10215292

PURCHASE MONEY MORTGAGE

MORTGAGE made this sixteenth day of January, 2004
between the Mortgagor, Career Opportunity Development, Inc. and the Mortgagee, the
State of New Jersey, Department of Human Services Capital Place One, 222 South
Warren Street, Trenton, New Jersey, 08625.

WHEREAS the Mortgagor is indebted to the Mortgagee in the sum of **One
Hundred Ninety Seven Thousand Four Hundred Fifty Six Dollars and 46 Cents
(\$197,456.46)**, (the "Funding") which indebtedness is evidenced by a promissory note
dated September 26, 2003 ("the Note").

WHEREAS, the funding was provided in accordance with that certain Funding
agreement for construction, purchase or purchase and renovation of community based
facilities between the Mortgagor and Mortgagee dated December 3, 2002 (the
"Agreement of December 3, 2002)

THEREFORE to secure the indebtedness of **\$197,456.46** lawful money of the
United States, to be paid in accordance with the aforesaid agreement, the
Mortgagor does hereby mortgage the following described property located on Block # 44,
Lot # 179, in the City of Northfield, County of Atlantic, State of New Jersey, ~~and more
particularly described in Exhibit A annexed hereto and made a part hereof~~, the aforesaid
property, having a street address of 322 Shore Road, Northfield, NJ.



Instr # 4014413 MICHAEL J. GARVIN
Recorded/Filed PLM Atlantic County Clerk
02/18/2004 10:41 Bk 11043 Pg 1 of 3 CAF

A7-2

Upon default by the Mortgagor in the performance of any term, provision or requirement of the aforesaid Agreement of December 3, 2002, or upon no-fault termination of said Agreement pursuant to Section 8.01 thereof, the entire amount of this mortgage shall, at the option of the Mortgagor default or upon no-fault termination of the Agreement of December 3, 2002, the Mortgagee may exercise other options as set forth in Section 5.02 of the Agreement of December 3, 2002.

The Mortgagor agrees that if default shall be made in any term, provision or requirement of the Agreement of December 3, 2002, the Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises and to operate same in accordance with the aforesaid Agreement of December 3, 2002.

The Mortgagor shall keep the building or buildings and improvements now on said premises, or that may hereafter be erected thereon, in good and substantial repair, and, upon failure to do so. The Mortgagee may enter upon the premises and repair and keep in repair the same, and the expense thereof shall be added to the sum secured hereby.

In the event that the aforesaid property is condemned, the proceeds of any award for damages, direct as well as consequential, or the proceeds of any conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee.

A7-3

IN WITNESS HEREOF, the Mortgagor has hereto set its hand and seal the day and year first written above.

CAREER OPPORTUNITY DEVELOPMENT INC.

Agency Name (Mortgagor)

BY: Linda L. Carney L.S.

Linda L. Carney

ATTEST:

John Cosby L.S.
Secretary
Dr. John Cosby

State of New Jersey, County of Atlantic ss.: Be it Remembered, that on January 16th 20 04, before me, the subscriber, personally appeared Dr. John Cosby who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he is the Secretary of Career Opportunity Development, Inc., the agency named in the within Instrument; that Linda L. Carney is the chief executive officer of said agency; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the governing body of the said agency; that deponent well knows the seal of said agency; and that the seal affixed to said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said chief executive officer as and for the voluntary act and deed of said agency, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.

Sworn to and subscribed
before me this
17th day of January 2004

Janice A. MacDevitt
Prepared by:

Janice A. MacDevitt
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/23/2008

**CITY OF NORTHFIELD, NEW JERSEY
ORDINANCE 7- 2018**

**AN ORDINANCE AMENDING CHAPTER 215 OF THE CODE OF THE
CITY OF NORTHFIELD GOVERNING LAND USE AND
DEVELOPMENT**

WHEREAS, City of Northfield Code Section 215 governs land use and development in the City of Northfield; and

WHEREAS, the Council for the City of Northfield desires to amend certain sections/sub-sections of Chapter 215 of the Northfield Code; and

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Northfield, County of Atlantic, and State of New Jersey that Chapter 215 of the Code of the City of Northfield is hereby amended as follows (added text underlined; deleted text ~~stricken~~):

Chapter 215. Land Use and Development

Section 215-152.1 Affordable Housing 1 - Age Restricted District (AH1-AR)

This Section 215-152.1 shall apply only to Block 92, Lots 25, 28, 29, 33 & 34 as depicted on the Tax Map of the City of Northfield.

A. Permitted uses.

- (1) Planned adult community of garden apartment/condominium apartment setting for adult (55 years and over) citizens.

B. Accessory uses.

- (1) Private garage or storage buildings subject to the provisions of § 215-98.
- (2) Off-street parking subject to the provisions of § 215-105.
- (3) Signs subject to the provisions of § 215-113.
- (4) Fences and hedges subject to the provisions of § 215-95.

C. Standards and regulations: as specified in the Schedule of Yard, Area and Building Requirements. In addition, the following requirements and standards shall be adhered to:

- (1) Density: 12 units per acre which shall include a 15% set-aside of affordable housing units. The maximum Density may be increased to 15 units per acre provide the standards of 215-152.1 are satisfied

without exception.

(2) Building setback.

- [a] A minimum setback to the northern property line (Clark Place) shall be 40-feet with an average setback of 50-feet.
- [b] A minimum setback to the eastern property line (Locust Drive) of 30-feet. A minimum separation to the existing residential lots from any residential structure shall be 80-feet. This area shall include a landscape buffer with a minimum width of 25-feet.
- [c] A minimum setback of 50-feet to Wabash Avenue for residential buildings. A minimum setback of 30-feet to Wabash Avenue for non-residential buildings with a maximum height of 1.5 stories.

(3) Building height for residential buildings shall not exceed three stories or 45-feet to allow for architectural elements such as pitched roofs, dormers, and other similar features. Parking may be permitted on the lower level when increasing the building height to 3-stories. The residential units shall only occupy two-floors in any building.

(4) Open space: 40% of the gross tract area, 20% of which shall be included within the net tract area. All open space shall be set aside as permanent common space to be owned in undivided interest by the unit owners.

(5) Distance between buildings: Buildings shall be considered facing if the walls form an angle of less than 45°.

- [a] Where both facing walls contain windows of habitable rooms, 50 feet, but not less than two times the eave height of the building containing the highest habitable room.
- [b] Where only one of two facing walls contain windows of habitable rooms, 25 feet, but not less than two times the eave height of the highest of the two buildings containing such facing walls.
- [c] Where neither of two facing walls contain windows of habitable rooms, 25 feet, or the eave height of the highest of the two buildings containing such facing walls, whichever is greater.

(6) Recreation areas. Active and passive outdoor recreational areas shall be provided and shall include suitable landscaping, sitting and walking areas as determined by the approving authority. Indoor

social, cultural, recreational and meeting facilities shall be required as similarly directed.

(7) Maximum Impervious surfaces: 65%.

(8) A landscape buffer with a minimum width of 25 feet is required along all property lines. Existing vegetation can be utilized as part of the landscaping and supplemented as appropriate. The buffer shall be landscaped as detailed in §§ 215-85 and 215-100.

Section 215-158 - R-C Regional Commercial District.

A. – E. No Change.

F. An Affordable Housing Mixed Use Development is permitted on Block 16.01, Lots 52 and 57 subject to the following:

(1) Where first-floor commercial is proposed in accordance with the permitted uses in the RC district a development may provide second and third story multi-family residential units.

(2) The maximum density for the residential units shall not exceed 2.6 units per acre.

(3) At least 20% of the residential dwelling units shall be for low- and moderate-affordable housing.

Section 215-155 C-C Country Club District.

A. – G. No Change.

H.(1) (a) No Change.

(b) The plan shall provide for the following land uses:

[1] – [3] No Change.

[4] Golf villas and townhouses on Block 175, Lot 48 and Block 179.01, Lot 1.01;

[5] No Change.

(c) Regulations for golf villas and townhouses. Golf villas and townhouses may be occupied as a residence or domicile and shall conform to the following lot or site requirements:

[1] ~~Frontage. Each lot or site shall have a minimum frontage of 50 feet on either a public right of way, or, notwithstanding the provisions of § 215-37, on a street as shown on a plat~~

~~approved by the Planning Board which, if a private street or lane, shall be subject to appropriate cross easements and such other guarantees necessary to ensure continuous access to the lot or site and to ensure emergency access by public and private entities. Such easements and guarantees shall be submitted to the Planning Board for review and approval.~~

[a] Golf villas shall have a minimum frontage of 50-feet.

[b] Townhouses shall have a minimum frontage of 18-feet.

[c] Frontage shall be on either a public right-of-way, or, notwithstanding the provisions of § 215-37, on a street as shown on a plat approved by the Planning Board which, if a private street or lane, shall be subject to appropriate cross easements and such other guarantees necessary to ensure continuous access to the lot or site and to ensure emergency access by public and private entities. Such easements and guarantees shall be submitted to the Planning Board for review and approval.

[2] No Change.

[3] ~~Lot area. When established on fee-simple lots, golf villas shall have a minimum lot area of 4,800 square feet. The required minimum lot size for clustered lots which are associated with common open space shall be reduced to 2,400 square feet.~~

[a] When established on fee-simple lots, golf villas shall have a minimum lot area of 4,800 square feet. The required minimum lot size for clustered lots which are associated with common open space shall be reduced to 2,400 square feet.

[b] Townhouse units shall have a minimum lot area of 1,800 square feet.

[4] Maximum density shall not exceed 9-0-17 units per acre for the area devoted to the golf villa/townhouse development.

[5] No Change.

[6] No Change.

[7] No change.

[8] No Change.

[9] At least 20% of the residential dwelling units shall be for low- and moderate-affordable housing.

- (e) ~~Reserved. The plan shall provide for the transfer of gross density from the golf course to other sections of the development, provided the following limitations are complied with:~~

~~[1] The plan shall provide for a total of not more than 120 golf suite units if no golf villas are proposed. Golf villa units may be substituted at a rate of 9/10 of a golf villa unit for each golf suite unit, provided that not more than 62 golf villas are proposed. If the maximum of 62 golf villas are proposed, not more than 50 golf suites may be included.~~

~~[2] The plan shall provide for not more than 13 new single-family building lots with a minimum of 1.0 acre of lot area.~~

- (f) The plan shall provide that the aggregate floor area of all buildings, excluding garages, within the planned development shall not exceed the following limits:

Use	Gross Floor Area (square feet)
Golf courses	11,000
Country club	52,000
Golf suites	35,000
Golf villas	183,000

- (g) The plan shall provide that the floor area ratio of buildings and structures, as determined by the sum of all building floors, including garages, divided by the gross area of the entire planned development site, shall not exceed the following limits:

Ratio	Floor Area
Golf courses	.001
Country club	.005
Golf suites	.004
Golf villas	.020

- (h) The plan shall provide that the impervious coverage of buildings and structures, as determined by the percentage of lot area covered

by the aggregate area of all buildings and all paved surfaces, shall not exceed the following limits:

Use	Impervious Coverage (square feet)
Golf courses	230,000
Country club	120,000
Golf suites	190,000
Golf villas	720,000

- (i) ~~Golf villas. The maximum floor area of individual golf villa units, excluding garage space, shall be 3,800 square feet, provided that not more than 75% of the units exceed 1,900 square feet.~~

(j) – (k) No Change.

H.(2) - (5) No Change.

Section 215-162.1 Affordable Housing 2 - Overlay District (AH2)

A. Purpose. To create an opportunity for an inclusionary or 100% affordable age-restricted development, independent living or congregate care/assisted living facility on Block 40, Lots 28, 29 & 40 (currently the St. Gianna Beretta Molla Parish).

B. Permitted Uses:

(1) Places of Worship and associated accessory uses in accordance with Section 215-145 for standards.

(2) Inclusionary or 100% affordable age-restricted housing development. (Inclusionary shall provide a 20% affordable housing set-aside).

(3) Independent living or congregate care/assisted living facility with a 20% affordable housing set-aside.

C. Standards:

(1) A maximum of 6 acres is permitted to be utilized for housing development or independent living/assisted living/congregate care uses.

(2) A housing density of 16 units per acre is permitted on the maximum area of 6 acres.

(3) All other standards of the underlying zoning district shall apply.

Section 215-56.1 Affordable Housing Set-Aside

A mandatory affordable housing set aside is required 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.

REPEALER - All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SEVERABILITY - If any portion of this ordinance shall be determined to be invalid, such determination shall not affect the validity of the remaining portions of said ordinance.

EFFECTIVE DATE - This ordinance shall take effect upon final passage and publication in accordance with law.

Mary Canesi, RMC
Municipal Clerk

Erland Chau
Mayor

The above Ordinance was passed on first reading at a regular meeting of the Common Council of the City of Northfield, New Jersey on the 21st day of August, 2018 and will be taken up for a second reading, public hearing and final passage at a meeting of said council held on the 11th day of September, 2018, in Council Chambers, City Hall, Northfield, New Jersey.

FIRST READING:	August 21, 2018
PUBLICATION:	August 25, 2018
SECOND READING:	September 11, 2018
PUBLICATION:	September 15, 2018

**CITY OF NORTHFIELD, NJ
ORDINANCE NO. 15-2017**

**AN ORDINANCE OF THE CITY OF NORTHFIELD, COUNTY OF
ATLANTIC, STATE OF NEW JERSEY, IMPLEMENTING THE CITY'S
AFFORDABLE HOUSING DEVELOPMENT FEE ORDINANCE**

BE IT ORDAINED by the City Council of the City of Northfield, County of Atlantic, State of New Jersey, as follows:

Section 1. Article 215-57 entitled "Affordable Housing Development Fees" is hereby created and implemented as follows:

**Article 215-57 – AFFORDABLE HOUSING DEVELOPMENT
FEES**

1. Findings And Purpose

A. In Holmdel Builder's Association v. Holmdel City, 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).

B. Pursuant to P.L. 2008, c. 46, Section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH 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.

C. This Ordinance establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations and policies 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 low- and moderate-income housing in accordance with a Court-approved Spending Plan.

2. Basic Requirements

A. This Ordinance shall not be effective until approved by the Court.

B. The City of Northfield shall not spend development fees until the Court has approved a plan for spending such fees (Spending Plan).

3. 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 permitted by applicable COAH regulations.

“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.

4. Residential Development Fees

A. Imposition of Fees

1) Within the City of Northfield, 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, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, 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 City of Northfield, 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 Northfield's first adopted Development Fee Ordinance 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 building 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 building permit is issued.

3) Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

4) Homes demolished and replaced within the same footprint as a result of a natural disaster (such as a fire or flood) shall be exempt from the payment of a development fee. In all other cases, the development fee shall be calculated on the increase in the equalized assessed value of the replacement structure.

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 City of Northfield as a lien against the real property of the owner.

6. Collection Procedures

A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority or entity shall direct its staff to notify the zoning officer official responsible for coordinating with the State Construction Office responsible for the issuance of a building permit.

B. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/ Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

C. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.

D. Within 90 days of receipt of such notification, the City Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

E. The Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the City 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 City 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 City of Northfield fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c.46 (C.40:55D-8.6).

H. Fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the building 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 building 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. Such a challenge must be made within 45 days from the issuance of the Certificate of Occupancy. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by the City of Northfield. 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 City of Northfield. 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 City of Northfield for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

B. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

1) Payments in lieu of on-site construction of affordable units or of a fraction of an affordable unit, where permitted by Ordinance or by Agreement with the City of Northfield;

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 Northfield's affordable housing program.

C. In the event of a failure by the City of Northfield 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 and Repose or a revocation of the Judgment of Compliance and Repose; 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); 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 City of Northfield, or, if not practicable, then within the County or the Housing Region.

Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.

D. 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 City of Northfield'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 City of Northfield 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 low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of the median income for Housing Region 6, in which the City of Northfield 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 median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. 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 City of Northfield, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D. The City of Northfield 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 relevant 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 City of Northfield 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 City), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from City owned affordable housing units, repayments from affordable housing

program loans, and any other funds collected in connection with Northfield'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 City of Northfield to impose, collect and expend development fees shall expire with the expiration of the repose period covered by its impending Judgment of Compliance and Repose unless the City of Northfield 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 and Repose 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 City of Northfield fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, 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 City of Northfield 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 and Repose, nor shall the City of Northfield retroactively impose a development fee on such a development. The City of Northfield also shall not expend any of its collected development fees after the expiration of its Judgment of Compliance and Repose.

Section 2. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.


Section 3. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the City of Northfield, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the Revised General Ordinances of the City of Northfield are hereby ratified and confirmed, except where inconsistent with the terms hereof.

Section 4. The City Clerk is directed to give notice at least ten days prior to a hearing on the adoption of this ordinance to the Atlantic County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

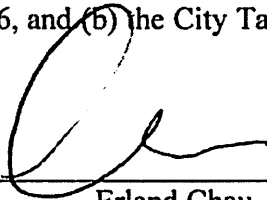
Section 5. After introduction, the City Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the City of Northfield for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the City Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

Section 6. This Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40:69A-149.7. If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved.

Section 7. This Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40:69A-149.7; (3) publication in accordance with the laws of the State of New Jersey; and (4) filing of the final form of adopted ordinance by the Clerk with (a) the Atlantic County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the City Tax Assessor as required by N.J.S.A. 40:49-2.1.



Mary Canesi, RMC
Municipal Clerk



Erland Chau
Mayor

The above Ordinance was passed on first reading at a regular meeting of the Council of the City of Northfield, New Jersey on the 26th day of September, 2017, and was taken up for a second reading, public hearing and final passage at a meeting of said council held on the 17th day of October, 2017, in Council Chambers, City Hall, Northfield, New Jersey.

FIRST READING:	September 26, 2017
PUBLICATION:	September 30, 2017
SECOND READING:	October 17, 2017
PUBLICATION:	October 21, 2017

**CITY OF NORTHFIELD, NJ
ORDINANCE NO. 6-2018**

AN ORDINANCE OF THE CITY OF NORTHFIELD, NJ IMPLEMENTING THE CITY'S THIRD ROUND HOUSING PLAN ELEMENT AND FAIR SHARE PLAN IN COMPLIANCE WITH THE CITY'S THIRD ROUND AFFORDABLE HOUSING OBLIGATIONS IN ACCORDANCE WITH IN RE: N.J.A.C. 5:96 AND 5:97, 221 N.J. 1 (2015) THE NEW JERSEY FAIR HOUSING ACT, AND RELEVANT REGULATIONS AND POLICIES ADOPTED BY THE NEW JERSEY COUNCIL ON AFFORDABLE HOUSING.

WHEREAS, the Common Council of the City of Northfield desires to implement the City's Third Round Housing Plan Element and Fair Share Plan consistent with the terms of a Settlement Agreement reached between the City of Northfield and the Fair Share Housing Center regarding compliance with the City's Third Round Affordable Housing Obligations in accordance with In Re: N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) the New Jersey Fair Housing Act, and relevant regulations and policies adopted by the New Jersey Council on Affordable Housing; and

WHEREAS, the Common Council desires to implement the City's Third Round Housing Plan Element and Fair Share Plan pursuant to the above referenced Settlement Agreement.

NOW, THEREFORE, BE IT ORDAINED by the governing body of the City of Northfield, in the County of Atlantic, New Jersey, as follows:

Section 1. Affordable Housing Obligation.

- A. This Ordinance is intended to assure that low- and moderate-income units ("affordable units") are created with controls on affordability and that low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.
- B. The City of Northfield Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan has been adopted by the Planning Board and endorsed by the governing body. The Fair Share Plan describes how the City of Northfield shall address its fair share for low- and moderate-income housing as documented in the Housing Element and outlined in the terms of the settlement agreement between the City and Fair Share Housing Center (FSHC).
- C. This Ordinance implements the City's Fair Share Plan, addresses the requirements of the Court, the terms of the settlement agreement, and also

implements a City wide requirement that all new multi-family residential development of five (5) or more units shall have a mandatory affordable housing set aside for low- and moderate-income units, subject to certain enumerated conditions.

- D. The City of Northfield shall track the status of the implementation of the Housing Element and Fair Share Plan. Any plan evaluation report of the Housing Element and Fair Share Plan shall be available to the public at City Hall located on 1600 Shore Road, Northfield, New Jersey 08225.

Section 2. Definitions.

As used in this Ordinance, the following terms shall have the meanings indicated:

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

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

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

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

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

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

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

AFFORDABLE DEVELOPMENT - means a housing development all or a portion of which consists of restricted units.

AFFORDABLE HOUSING DEVELOPMENT - means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or structure that provides for-sale or rental dwelling units for low

and moderate income households within a residential use, structure, supportive or special needs dwelling, or residential component of a mixed-use development in accordance with the requirements of the City of Northfield's affordable housing ordinances and Housing Element and Fair Share Plan.

AFFORDABLE HOUSING PROGRAM(S) - means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

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

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

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

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

CERTIFIED HOUSEHOLD - means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

THE DEPARTMENT - means the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

DCA means the State of New Jersey Department of Community Affairs.

DEFICIENT HOUSING UNIT - means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

DEVELOPER - means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT - means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

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

LOW-INCOME HOUSEHOLD - means a household with a total gross annual household income equal to 50 percent or less of the median household income.

LOW-INCOME UNIT - means a restricted unit that is affordable to a low-income household.

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

MARKET-RATE UNITS - means housing not restricted to low- and moderate-income households that may sell or rent at any price.

MEDIAN INCOME - means the median income by household size for the applicable county, as adopted annually by the Department.

MODERATE-INCOME HOUSEHOLD - means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income.

MODERATE-INCOME UNIT - means a restricted unit that is affordable to a moderate-income household.

MIXED-USE DEVELOPMENT - means a structure or building that encompasses two or more different land uses, which shall be a retail or commercial component and a residential component, whereby any commercial use must be on the ground floor of said building or structure and the upper levels of the structure shall be the residential component and shall provide low and moderate income units, for-sale or rental, in accordance with the requirements of the City's affordable housing ordinances and Housing Element and Fair Share Plan.

NON-EXEMPT SALE - means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of

ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

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

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

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

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

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

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

VERY LOW-INCOME HOUSEHOLD - means a household with a total gross annual household income equal to 30 percent or less of the median household income.

VERY LOW-INCOME UNIT - means a restricted unit that is affordable to a very low-income household.

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

Section 3. Affordable Housing Programs.

The City of Northfield will use the following mechanisms to satisfy its affordable housing obligations:

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

If the City 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 City shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply beginning with the effective date of this ordinance to any multi-family or single-family attached residential development, including the residential portion of a mixed-use development, which consists of five (5) or more new residential units, whether permitted by a zoning amendment, a variance granted by the City’s Planning Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is 20 percent; for projects in which the low and moderate income units are to be offered for rent, the appropriate set-aside percentage is 15 percent. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in the Settlement Agreement or Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein, though all other provisions of this ordinance besides Section 3 paragraph b shall be applicable to those sites unless otherwise specified.

Furthermore, this section shall not apply to developments containing four (4) or less dwelling units. All subdivision and site plan approvals of qualifying residential developments shall be conditioned upon compliance with the provisions of this section. Where a developer demolishes existing dwelling units and builds new dwelling units on the same site, the provisions of this section shall apply only if the net number of dwelling units is five (5) or more.

- B. Phasing. Inclusionary developments shall be subject to the following schedule, except where an alternate phasing schedule has been incorporated into a development or redevelopment agreement:

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

- C. Fractional Units. If 20% of the total number of units in a development results in a fraction or decimal, the developer shall be required to provide an additional affordable unit on site.

Example: an 8-unit development requiring an affordable housing set-aside of 1.6 units is proposed. The developer is required to provide two on-site affordable units.

- D. Design. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
- E. Off-site construction. The standards for constructing affordable units off-site, shall be in accordance with the City's recommendations, provided that at least the same number of affordable units are provided, at least half of the affordable units are available to families, and not more than 25% are age-restricted, and the affordable units provided are otherwise consistent with the terms of the Settlement Agreement.
- F. Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.

Section 4. New Construction.

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

- A. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:
- (1) The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.
 - (2) In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units. If there is only one affordable unit it must be a low income unit.
 - (3) Thirteen percent (13%) of all affordable units in the City shall be designated as very-low income households earning 30% or less of the median income, with at least fifty percent (50%) of all very-low income units being available to families. If an inclusionary development proposes less than 10 total units, a payment in lieu of a very low income unit shall be deposited into the City's Affordable Housing Trust Fund based on the difference in cost between providing a very low income unit and the region's affordability average. Inclusionary developments of 10 or more total units shall be required to provide very low income units equal to 13% of the total number of affordable units provided. The fractional units requirement in 3d above shall apply. Very-low

income units shall be considered low-income units for the purposes of evaluating compliance with the required low/moderate income unit splits, bedroom distribution, and phasing requirements of this ordinance.

- (4) Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - (a) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
 - (b) At least 30 percent of all low- and moderate-income units shall be two bedroom units;
 - (c) At least 20 percent of all low- and moderate-income units shall be three bedroom units; and
 - (d) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

B. Accessibility Requirements:

- (1) The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Sub-code, N.J.A.C. 5:23-7.
- (2) All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - (a) An adaptable toilet and bathing facility on the first floor;
 - (b) An adaptable kitchen on the first floor;
 - (c) An interior accessible route of travel on the first floor;
 - (d) An interior accessible route of travel shall not be required between stories within an individual unit;
 - (e) 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

- (f) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Sub-code, N.J.A.C. 5:23-7, or evidence that the City of Northfield has collected funds from the developer sufficient to make ten percent (10%) of the adaptable entrances in the development accessible:
- [1] 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.
 - [2] To this end, the builder of restricted units shall deposit funds within the City's Affordable Housing Trust Fund sufficient to install accessible entrances in ten percent (10%) of the affordable units that have been constructed with adaptable entrances.
 - [3] The funds deposited under paragraph B. above shall be used by the City of Northfield for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - [4] The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the City.
 - [5] Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Sub-code, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the City's affordable housing trust fund where the funds shall be deposited into the affordable housing trust fund and appropriately earmarked.
 - [6] Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Sub-code, N.J.A.C. 5:23-7.

C. Maximum Rents and Sales Prices

- (1) In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC utilizing the regional income limits established by the New Jersey Department of Community Affairs (DCA) or other agency as required by the Court.
- (2) The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52 percent of median income.
- (3) The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units.
 - (a) At least thirteen percent (13%) of all low- and moderate-income dwelling units shall be affordable to households earning no more than 30 percent of median income.
- (4) The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.
- (5) In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:
 - (a) A studio shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one and one-half person household;
 - (c) A two-bedroom unit shall be affordable to a three-person household;
 - (d) A three-bedroom unit shall be affordable to a four and one-half person household; and
 - (e) A four-bedroom unit shall be affordable to a six-person household.
 - (f) In determining the initial rents for compliance with the affordability average requirements for restricted units in

assisted living facilities, the following standards shall be used:

- (6) In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:
 - (a) A studio shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one and one-half person household; and
 - (c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- (7) The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- (8) The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- (9) The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
- (10) The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.
- (11) Utilities. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent

with the utility allowance approved by DCA for its Section 8 program.

Section 5. Affirmative Marketing Requirements.

- A. The City of Northfield shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- B. The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor, or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 6 and covers the period of deed restriction.
- C. The affirmative marketing plan shall provide a regional preference for all households that live and/or work in Housing Region 6.
- D. The Administrative Agent designated by the City of Northfield shall assure the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan.
- E. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- F. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- G. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the City.

Section 6. Occupancy Standards.

- A. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall:
 - (1) Provide an occupant for each bedroom;
 - (2) Provide children of different sex with separate bedrooms; and
 - (3) Prevent more than two persons from occupying a single bedroom.
- B. Additional provisions related to occupancy standards (if any) shall be provided in the applicable Operating Manuals that shall be prepared by the Administrative Agent.

Section 7. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance until the City of Northfield elects to release the unit from such requirements however, and prior to such an election, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.
- B. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- C. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value.
- D. At the time of the first sale of the unit, the purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the requirements of this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
- E. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- F. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 8. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

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

- A. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
- B. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

- C. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
- D. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

Section 9. Buyer Income Eligibility.

- A. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
- B. 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 30 percent of the household's certified monthly income.

Section 10. Limitations on indebtedness secured by ownership unit; subordination.

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the Administrative Agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
- B. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

Section 11. Control Periods for Restricted Rental Units.

- A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance until the City of Northfield elects to release the unit from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, and prior to such an election, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.

- B. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Atlantic. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
- C. A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:
 - (1) Sublease or assignment of the lease of the unit;
 - (2) Sale or other voluntary transfer of the ownership of the unit; or
 - (3) The entry and enforcement of any judgment of foreclosure.

Section 12. Price Restrictions for Rental Units; Leases.

- A. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
- B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
- C. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

Section 13. Tenant Income Eligibility.

- A. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
 - (1) Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.
 - (2) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
 - (3) Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.
- B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-

income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

- (1) The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - (2) The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - (3) The household is currently in substandard or overcrowded living conditions;
 - (4) The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - (5) The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- C. The applicant shall file documentation sufficient to establish the existence of the circumstances in (b) 1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

Section 14. Administration.

- A. The position of Municipal Housing Liaison (MHL) for the City of Northfield is established by this ordinance. The City shall make the actual appointment of the MHL by means of a resolution.
- (1) The MHL must be either a full-time or part-time employee of Northfield.
 - (2) The person appointed as the MHL must be reported to the Court and thereafter posted on the City's website.
 - (3) The MHL must meet all the requirements for qualifications, including initial and periodic training.
 - (4) The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the City of Northfield, including the following responsibilities which may not be contracted out to the Administrative Agent:
 - (a) Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;

- (b) The implementation of the Affirmative Marketing Plan and affordability controls.
 - (c) When applicable, supervising any contracting Administrative Agent.
 - (d) Monitoring the status of all restricted units in the City's Fair Share Plan;
 - (e) Compiling, verifying and submitting annual reports as required;
 - (f) Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
 - (g) Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Affordable Housing Professionals of New Jersey (AHPNJ).
- B. The City of Northfield shall designate by resolution of the City Council, subject to the approval of the Court, one or more Administrative Agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:91, N.J.A.C. 5:93 and UHAC.
- C. Operating Manuals shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body including but not limited to rehabilitation manual for both renter and ownership restricted units, operating manual for newly constructed renter and ownership affordable units, and any other manuals deemed necessary. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).
- D. The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:
- (1) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Affordable Housing Professionals of New Jersey (AHPNJ).;
 - (2) Affirmative Marketing;
 - (3) Household Certification;
 - (4) Affordability Controls;
 - (5) Records retention;
 - (6) Resale and re-rental;
 - (7) Processing requests from unit owners; and
 - (8) Enforcement, though the ultimate responsibility for retaining controls on the units rests with the municipality.

- (9) The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.
- E. The Administrative Agent shall also implement the rehabilitation program, affordability assistance program, and any other affordable housing programs required within the Spending Plan and adopted Housing Plan Element and Fair Share Plan.

Section 15. Enforcement of Affordable Housing Regulations.

- A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - (1) The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
 - (a) A fine of not more than \$10,000.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
 - (b) In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the City of Northfield Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - (c) In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent

tenant's reasonable relocation costs, as determined by the court.

- (2) The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.
- C. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- D. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.
- E. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

- F. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- G Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- H. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Section 16. Appeals.

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

Section 17. All other ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 18. If any portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this ordinance, but shall be confined in its effect to the provision directly involved in the controversy in which such judgment shall have been rendered.

Section 19. This ordinance shall become effective twenty (20) days after final passage and advertisement thereof as required by law.

Mary Canesi, RMC
Municipal Clerk

Erland Chau
Mayor

The above Ordinance was introduced and passed on its first reading at a regular meeting of the Common Council of the City of Northfield, New Jersey held on July 17, 2018, and will be taken up for a second reading, public hearing and final

passage at a meeting of said Council held August 21, 2018 in Council Chambers, City Hall, Northfield, New Jersey.

FIRST READING:	August 21, 2018
PUBLICATION:	August 25, 2018
SECOND READING:	September 11, 2018
PUBLICATION:	September 15, 2018

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 143-2018**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Steve Vain has properly submitted an Application for Use of Facilities requesting use of the perimeter of the football and baseball fields on September 28, October 1st, October 10th, October 15th and October 26th from 3:30pm-5:30pm; and

WHEREAS, Mr. Steve Vain has presented this request on behalf of the Northfield Community School Cross Country Team; and

WHEREAS, the Presidents of Northfield Little League, Northfield Babe Ruth and the Family Association of Northfield have each advised that the respective fields are available for use.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Steve Vain subject to the full execution of the Use of Facilities Agreement, and compliance with its terms and conditions, the terms and conditions of the current Use of Facilities Guidelines and the representations made in the subject Applications for Use of Facilities.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 21st day of August, 2018.

Mary Canesi, RMC, Municipal Clerk

CITY OF NORTHFIELD

Application for Use of Facilities

Name and Address of Organization: Northfield Community School
2000 New Road, Northfield, NJ 08225

Tell Us Who You Are / Description and Purpose of Organization: Our Northfield Middle School Cross Country Team would like to use the facility to host cross country meets during the fall of 2018.

Is the Group a Not-For-Profit Organization? ☒ Yes ☐ No

Do Participants Pay a Fee for Your Sport / Event? ☐ Yes ☒ No

If Yes, How Much? \$ _____ per _____ Person _____ Day _____ Season _____ (other)

Name of Applicant / Responsible Party: Steven B Van Title/Affiliation CC Coach

Home Address: 908 Ridgewood Drive

Telephone: (H) (C) (W)

Name and Location of Facility(ies) Being Requested: Outside of Football Field - Outside of baseball fields

For the Following Purpose: Northfield Community School Cross Country Meets

on the Following Date(s): 9/28, 10/1, 10/10, 10/15, 10/26

Specify the Hours of Use: From: 3:00pm To: 4:30pm

of Participants per Date: 60 # of Participants who are Northfield Residents: 30+

Will Juveniles be Present? Yes ☒ No ☐ If Yes, What Ages? Ages 12 + 14

Applicant MUST submit names, addresses, & telephone # of all coaches / chaperones along with the application

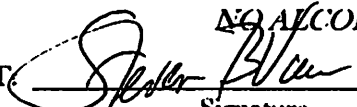
Have You Applied to Other Municipalities for Use of their Facilities for this Event? ☐ Yes ☒ No

If Yes, Name of Municipality/ies: _____

Date/s and Disposition of Request/s: _____

*Applicant has received a copy of the **City of Northfield Use of Facilities Guidelines and Use of Facilities Agreement** and agrees to abide by and comply with the terms of that Agreement. Applicant further acknowledges that s/he must obtain from the Municipal Clerk's Office the date/time of the Council Meeting at which the Application will be considered, and attendance at same is required in order for the Application to be heard.*

NO ALCOHOLIC BEVERAGES PERMITTED

APPLICANT:  DATE: 8/10/18
 Signature

Note: The City of Northfield has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility(ies) when in the opinion of the City of Northfield the use presents a risk of unreasonable injury to persons or damage to property of the City of Northfield or others.

FAILURE TO COMPLETE ANY PORTION OF THE APPLICATION WILL RESULT IN AUTOMATIC REJECTION

Atlantic Cape Jr. High Cross Country Schedule 2018

DIVISION 1

ALL GAMES 3:45

<u>Day</u>	<u>Date</u>	<u>Visitor</u>	<u>Home</u>
Wed	9/26	Northfield	vs. Absecon
		Brigantine	vs. Linwood
Thu	9/27	Galloway	vs. Upper
Fri	9/28	Margate	vs. Galloway
		Linwood	vs. Northfield
		Hamilton Twp.	vs. Upper
Mon	10/1	Upper	vs. Northfield
		Galloway	vs. Hamilton Twp.
Wed	10/3	Linwood	vs. Galloway
		Mullica	vs. Upper
		Northfield	vs. Hamilton Twp.
Wed	10/10	Hamilton Twp.	vs. Somers Pt
		Upper	vs. Linwood
		Galloway	vs. Northfield
Fri	10/12	Northfield	vs. Upper
		Linwood	vs. Margate
		Hamilton Twp.	vs. Galloway
Mon	10/15	Upper	vs. Galloway
		Somers Pt	vs. Northfield
Tues	10/16	Hamilton Twp	vs. Linwood
Wed	10/17	Galloway	vs. Mullica
		Northfield	vs. Linwood
		Upper	vs. Hamilton Twp.
Mon	10/22	Linwood	vs. Upper
		Northfield	vs. Galloway
Tue Fri	10/25	Upper	vs. Brigantine
		Hamilton Twp.	vs. Northfield
Thu	10/25	Galloway	vs. Linwood
		Absecon	vs. Hamilton Twp.

change
to oct 26?

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 144-2018**

**RESOLUTION OF THE CITY OF NORTHFIELD, COUNTY OF
ATLANTIC, STATE OF NEW JERSEY, REQUESTING PERMISSION
FOR THE DEDICATION BY RIDER FOR AN AFFORDABLE HOUSING
TRUST FUND**

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, the Fair Housing Act of 1985 (N.J.S.A. 52:27d-301 *et. seq.*) and the Statewide Non-Residential Development Fee Act (C.40:55D-8.1 through 8.7) provides for receipt of development fees by the municipality to provide for the costs to administer this act; and,

WHEREAS, N.J.S.A. 40A:12A-3 *et. seq.* provides the dedicated revenues anticipated from the Affordable Housing Trust Fund are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement:

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Northfield, County of Atlantic, New Jersey as follows:

The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Affordable Housing Trust Fund.

The Municipal Clerk of the City of Northfield, County of Atlantic is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

The foregoing is a true copy of a Resolution adopted at a Regular Meeting of the Common Council of the City of Northfield this 21st day of August, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 145-2018**

**A RESOLUTION MEMORIALIZING A GRANT APPLICATION
PREVIOUSLY SUBMITTED BY THE CITY OF NORTHFIELD FOR A
GRANT FROM THE STATE OF NEW JERSEY KNOWN AS
“RESILIENT NJ”**

WHEREAS, due to extraordinary time constraints and short notice, the City of Northfield has previously applied for a grant from the State of New Jersey, Department of Environmental Protection known as “Resilient NJ” to fund the development and implementation of up to five regional resilience and adaption action plans to address coastal and riverine flood events; and

WHEREAS, said grant monies are intended to fund the development and implementation of the above referenced action plans for the above stated purpose; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Northfield, County of Atlantic, State of New Jersey, that based on the extraordinary factual scenario presented in connection with same and the opportunity to obtain needed grant funds for use by the City of Northfield, the previous submission of the application by the City of Northfield for the Resilient NJ Grant is hereby approved and memorialized.

BE IT FURTHER RESOLVED that the City of Northfield accepts and agrees to comply with and fulfill each of the understandings and assurances contained in said application.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common Council of the City of Northfield, held this 21st day of August, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 146-2018**

AUTHORIZING REFUND OF OVERPAYMENT OF TAXES

BE IT RESOLVED by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that refunds for overpayment of property taxes pursuant to the following are hereby authorized:

REFUND TO	BL K	LOT	PROPERTY ADDRESS	REFUND AMOUNT
Biggs, Richard S & Michele 741 Hollywood Dr. Northfield, NJ 08225	39	2	741 Hollywood Dr	\$ 197.48
Mathis, Ronald L & Patricia 2137 Sutton Avenue Northfield, NJ 08225	1.02	34.01	2137 Sutton Ave	\$ 167.30
Corelogic Real Estate Tax Service 3001 Hackberry Road Irving, TX 75063	2	4	6 Cara Ct	\$ 999.38
	50	5	527 Chestnut Ave	\$ 1,572.98
	147	17	24 Franklin Ave	\$ 217.62
	153	11	43 E Vernon Ave	\$ 1,690.59
			Total	\$ 4,480.57
Arichabala Orellana, Jose Octavio Northfield, NJ 08225	109	28	420 Mt Vernon Avenue	\$ 1,643.03

BE IT FURTHER RESOLVED, that the Chief Financial Officer and other appropriate officials be and they are herewith authorized to sign the checks to accomplish the refunds authorized.

Michele L. Kirtsos, CTC

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common Council of Northfield, held this 21st day of August, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 147-2018**

AUTHORIZING REFUND OF OVERPAYMENT OF SEWER

BE IT RESOLVED by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that refunds for overpayment of sewer rents and charges pursuant to the following are hereby authorized:

REFUND TO	BLK	LOT	PROPERTY ADDRESS	REFUND AMOUNT
Meckel Enterprises, LLC. 1830 Gallagher Dr. Suite 104 Vineland, NJ 08360	27	21	2327 New Road Suite 2	\$ 634.50
Mori, LLC 411 New Road Northfield, NJ 08225	130	21	408 New Rd Suite A	\$ 4.50

BE IT FURTHER RESOLVED, that the Chief Financial Officer and other appropriate officials be and they are herewith authorized to sign the checks to accomplish the refunds authorized.

Michele L. Kirtsos, CTC

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common Council of the City of Northfield, held this 21st day of August, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 148-2018**

**AMENDING RESOLUTION 49-2018, RECOGNIZING FAMILY
ASSOCIATION OF NORTHFIELD VOLUNTEERS FOR 2018 SEASON**

IT IS HEREBY RESOLVED by the Council of the City of Northfield, County of Atlantic, State of New Jersey, that the following persons have been named Volunteers of Family Association of Northfield for the 2018 season and are hereby approved, ratified and confirmed:

Last Name	First Name
Barretta	Jeremy
Barretta	Amber
Barretta	Jason
Bergman	Edward
*Bernal	Dezarae
Blanchet	Jean
Blum	Jennifer
Borini	Michael
Brandt	Charles
Brennan	Joseph
Bruno	Mark
Burke	Keith
Camac	Michael
Campeggio	Anthony
Carangi	Katie
Carlton	Lisa
Casey	Paula
Cassidy	Karen
Chelucci	Bruce
Cramer	Barry
Davis	Darren
Delcher	Zachary
DeRichie	Kathryn
DeRichie	John

Last Name	First Name
Kennedy	Christopher
Kerns	David
Kerrigan	George
Kintish	Steve
Kwapinski	Daniel
Leidy	Paul
Livingston	George
Malia	Stephen
McCarthy	Patrick
*McCoy	Chaneen
Meade	William
Mogan	Kimberly
Moscola	Steven
Nehl	Michael
Nehl	Tyler
Notaro	Belinda
O'Connell	Daniel
Pilla	Lisa
Rassmann	Stella
Rodriquez	Robert
Rosenfeld	Blair
Rothman	Shannon
Russo	Joseph
Russo	Jamie

Last Name	First Name
DeRosa	Angelo
DeRosa	Joseph
Dilkes	Donald
Driscoll	Chris
*Ellis	Cheney
Englert	Brian
Fahy	Joseph
*Fresh	Jennifer
Geubtner	Patrick
Gonzalez	Jose
Goukler	Joseph
Grasso	Nick
Graves	Christoph
Hackett	Chuck
Hackett	Melissa
Haines	Geoffrey
Hickman Jr.	William
Juckett	Jennifer
Juckett	Thomas
Kallen	Devon
Kallen III	Daniel
Kauffman	Lori

Last Name	First Name
Rybicki	Mary
Scanlon	Michele
Schallus	Thomas
Sher	Michael
*Shoemaker	Jessica
Smith	Thomas
Steinberg	Marc
Taube	Brenda
Taylor	Megan
Taylor	Ethan
Tierney	Michael
Toner	Michael
Torres	Raymond
Travagline	James
Turon	Jennifer
VonColln	Heather
Wall	Randi
Williams	Robert
Wineland	Guy
*Wolcott	Jennifer
Zappala	Richard

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 21st day of August, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 149-2018**

**RESOLUTION AUTHORIZING CANCELLATION AND REFUND OF
TAXES PURSUANT TO N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 ON
PROPERTY KNOWN AS BLOCK 27 LOT 29
(2431 SHEPHERD CIRCLE WEST)**

WHEREAS, it has been brought to the attention of the City of Northfield that there are taxes assessed on Block 27 Lot 29 (2431 Shepherd Circle West) for 2018 which should be cancelled pursuant to N.J.S.A. 54:4-3.30(a); and

WHEREAS, it is the desire of the City to adjust the records of the Tax Collector in accordance therewith, which is the purpose of this resolution; and

WHEREAS, Thomas Manley took title to Block 27 Lot 29 (2431 Shepherd Circle West) on December 8, 2017; and

WHEREAS, Thomas Manley is qualified to receive a permanent and totally disabled veteran's property tax exemption, pursuant to N.J.S.A. 54:4-3.30(b);

NOW, THEREFORE, BE IT RESOLVED by Common Council of the City of Northfield, County of Atlantic, State of New Jersey, as follows:

1. The Tax Collector, pursuant to the exemption under N.J.S.A. 54:4-3.30(a), is hereby authorized to cancel taxes on Block 27 Lot 29 (2431 Shepherd Circle West) as follows due to the fact that said property is exempt:

\$8,654.13 for the year of 2018

2. The Chief Finance Officer and other appropriate officials, pursuant to N.J.S.A. 54:4-3.30(b) and N.J.S.A. 54:4-3.32, are hereby authorized to refund taxes on Block 27 Lot 29 (2431 Shepherd Circle West) as follows to: Thomas Manley, 2431 Shepherd Circle West, NJ 08225:

\$6,341.69 for the year of 2018

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Regular Meeting of the Common Council of Northfield, held this 21st day of August, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 150-2018**

**RESOLUTION AUTHORIZING CANCELLATION AND REFUND OF
TAXES PURSUANT TO N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 ON
PROPERTY KNOWN AS BLOCK 42 LOT 1.25 (615 HERZEL AVENUE)**

WHEREAS, it has been brought to the attention of the City of Northfield that there are taxes assessed on Block 42 Lot 1.25 (615 Herzel Avenue) for 2018 which should be cancelled pursuant to N.J.S.A. 54:4-3.30(a); and

WHEREAS, it is the desire of the City to adjust the records of the Tax Collector in accordance therewith, which is the purpose of this resolution; and

WHEREAS, Dennis Leahey took title to Block 42 Lot 1.25 (615 Herzel Avenue) on February 9, 2017; and

WHEREAS, Dennis Leahey is qualified to receive a permanent and totally disabled veteran's property tax exemption, pursuant to N.J.S.A. 54:4-3.30(b);

NOW, THEREFORE, BE IT RESOLVED by Common Council of the City of Northfield, County of Atlantic, State of New Jersey, as follows:

1. The Tax Collector, pursuant to the exemption under N.J.S.A. 54:4-3.30(a), is hereby authorized to cancel taxes on Block 42 Lot 1.25 (615 Herzel Avenue) as follows due to the fact that said property is exempt:

\$7,940.41 for the year of 2018

2. The Chief Finance Officer and other appropriate officials, pursuant to N.J.S.A. 54:4-3.30(b) and N.J.S.A. 54:4-3.32, are hereby authorized to refund taxes on Block 42 Lot 1.25 (615 Herzel Avenue) as follows to: Dennis Leahey, 615 Herzel Avenue NJ 08225:

\$5,794.11 for the year of 2018

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Regular Meeting of the Common Council of Northfield, held this 21st day of August, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 151-2018**

**RESOLUTION AUTHORIZING CANCELLATION AND REFUND OF
TAXES PURSUANT TO N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 ON
PROPERTY KNOWN AS BLOCK 122 LOT 20 (1223 SHORE ROAD)**

WHEREAS, it has been brought to the attention of the City of Northfield that there are taxes assessed on Block 122 Lot 20 (1223 Shore Road) for 2018 which should be cancelled pursuant to N.J.S.A. 54:4-3.30(a); and

WHEREAS, it is the desire of the City to adjust the records of the Tax Collector in accordance therewith, which is the purpose of this resolution; and

WHEREAS, Michael Chestman took title to Block 122 Lot 20 (1223 Shore Road) on August 25, 2017; and

WHEREAS, Michael Chestman is qualified to receive a permanent and totally disabled veteran's property tax exemption, pursuant to N.J.S.A. 54:4-3.30(b);

NOW, THEREFORE, BE IT RESOLVED by Common Council of the City of Northfield, County of Atlantic, State of New Jersey, as follows:

1. The Tax Collector, pursuant to the exemption under N.J.S.A. 54:4-3.30(a), is hereby authorized to cancel taxes on Block 122 Lot 20 (1223 Shore Road) as follows due to the fact that said property is exempt:

\$5,982.50 for the year of 2018

2. The Chief Finance Officer and other appropriate officials, pursuant to N.J.S.A. 54:4-3.30(b) and N.J.S.A. 54:4-3.32, are hereby authorized to refund taxes on Block 122 Lot 20 (1223 Shore Road) as follows to: Michael Chestman, 1223 Shore Road NJ 08225:

\$4,365.42 for the year of 2018

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Regular Meeting of the Common Council of Northfield, held this 21st day of August, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 152-2018**

**RESOLUTION AUTHORIZING CANCELLATION AND REFUND OF
TAXES PURSUANT TO N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 ON
PROPERTY KNOWN AS BLOCK 179.01 LOT 1.07 (5 ST ANDREWS DRIVE)**

WHEREAS, it has been brought to the attention of the City of Northfield that there are taxes assessed on Block 179.01 Lot 1.07 (5 St Andrews Drive) for 2018 which should be cancelled pursuant to N.J.S.A. 54:4-3.30(a); and

WHEREAS, it is the desire of the City to adjust the records of the Tax Collector in accordance therewith, which is the purpose of this resolution; and

WHEREAS, William Cavanaugh took title to Block 179.01 Lot 1.07 (5 St. Andrews Drive) on January 12, 2018; and

WHEREAS, William Cavanaugh is qualified to receive a permanent and totally disabled veteran's property tax exemption, pursuant to N.J.S.A. 54:4-3.30(b);

NOW, THEREFORE, BE IT RESOLVED by Common Council of the City of Northfield, County of Atlantic, State of New Jersey, as follows:

1. The Tax Collector, pursuant to the exemption under N.J.S.A. 54:4-3.30(a), is hereby authorized to cancel taxes on Block 179.01 Lot 1.07 (5 St. Andrews Drive) as follows due to the fact that said property is exempt:

\$14,563.80 for the year of 2018

2. The Chief Finance Officer and other appropriate officials, pursuant to N.J.S.A. 54:4-3.30(b) and N.J.S.A. 54:4-3.32, are hereby authorized to refund taxes on 179.01 Lot 1.07 (5 St. Andrews Drive) as follows to: William Cavanaugh, Block 179.01 Lot 1.07 5 St Andrews Drive, NJ 08225

\$10,672.43 for the year of 2018

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Regular Meeting of the Common Council of Northfield, held this 21st day of August, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 153-2018**

**RESOLUTION AUTHORIZING CANCELLATION AND REFUND OF
TAXES PURSUANT TO N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 ON
PROPERTY KNOWN AS BLOCK 93 LOT 8 (4 LOCUST DRIVE)**

WHEREAS, it has been brought to the attention of the City of Northfield that there are taxes assessed on Block 93 Lot 8 (4 Locust Drive) for 2018 which should be cancelled pursuant to N.J.S.A. 54:4-3.30(a); and

WHEREAS, it is the desire of the City to adjust the records of the Tax Collector in accordance therewith, which is the purpose of this resolution; and

WHEREAS, Carolyn B. Hunt took title to Block 93 Lot 8 (4 Locust Drive) on February 8, 2018; and

WHEREAS, Carolyn B. Hunt is qualified to receive a permanent and totally disabled veteran's property tax exemption, pursuant to N.J.S.A. 54:4-3.30(b);

NOW, THEREFORE, BE IT RESOLVED by Common Council of the City of Northfield, County of Atlantic, State of New Jersey, as follows:

1. The Tax Collector, pursuant to the exemption under N.J.S.A. 54:4-3.30(a), is hereby authorized to cancel taxes on Block 93 Lot 8 (4 Locust Drive) as follows due to the fact that said property is exempt:

\$5,689.74 for the year of 2018

2. The Chief Finance Officer and other appropriate officials, pursuant to N.J.S.A. 54:4-3.30(b) and N.J.S.A. 54:4-3.32, are hereby authorized to refund taxes on Block 93 Lot 8 (4 Locust Drive) as follows to: Carolyn B. Hunt, 4 Locust Drive, NJ 08225:

\$2,403.69 for the year of 2018

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Regular Meeting of the Common Council of Northfield, held this 21st day of August, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 154-2018**

**A RESOLUTION CANCELING ORDINANCE 3-2018, A BOND
ORDINANCE APPROPRIATING THREE HUNDRED THOUSAND
DOLLARS (\$300,000) AND AUTHORIZING THE ISSUANCE OF THREE
HUNDRED THOUSAND DOLLARS (\$300,000) IN BONDS OR NOTES OF
THE CITY OF NORTHFIELD, COUNTY OF ATLANTIC, NEW JERSEY
FOR THE REHABILITATION AND UPGRADE OF THE DAVIS
AVENUE SANITARY SEWER PUMP STATION TO BE UNDERTAKEN
BY AND WITHIN THE CITY OF NORTHFIELD, ATLANTIC COUNTY,
NEW JERSEY**

WHEREAS, on March 27, 2018, the City of Northfield, in the County of Atlantic, State of New Jersey (the “City”), previously adopted Bond Ordinance No. 3-2018 (“**Ordinance No. 3**”) to finance the construction costs associated with the installation of a new sanitary sewer pump station on Davis Avenue (the “**Davis Avenue Sewer Project**”) through the New Jersey Environmental Infrastructure Trust Financing Program (now known as the New Jersey Infrastructure Bank, the “**NJIB Financing Program**”); and

WHEREAS, due to the fact that Ordinance No. 3 has not yet been funded and the City no longer intends to finance the Davis Avenue Sewer Project under the NJIB Financing Program, Bond Ordinance No. 3 may be cancelled of record.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield, Atlantic County, New Jersey, as follows:

Section 1. Ordinance No. 3 is hereby cancelled and of no further force and effect.

Section 2. This Resolution shall take effect immediately.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 21st day of August 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 155-2018**

**AUTHORIZE THE HIRING OF ADAM GITSAS AS A SEASONAL
SNACK BAR ATTENDANT FOR BIRCH GROVE PARK**

WHEREAS, there is a need to fill the position of seasonal snack bar attendant for Birch Grove Park for an assignment not to exceed 6 months in length; and

WHEREAS, it is the recommendation of Qwin Vitale, Public Works Superintendent, that Adam Gitsas be hired for the position; and

WHEREAS, Adam Gitsas has successfully passed the background check required by the City's Personnel Policies and Procedures for positions with contact with children / youth / minors.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Body of the City of Northfield that Adam Gitsas is authorized to be hired as seasonal snack bar attendant.

IT IS FURTHER RESOLVED that compensation for Adam Gitsas shall be \$11.00 per hour for up to a 32-hour work week.

IT IS FURTHER RESOLVED that Adam Gitsas is not entitled to benefits, to sick or vacation time and shall comply with the Policies and Procedures of the City of Northfield.

BE IT FURTHER RESOLVED by the Council of the City of Northfield that the hiring of Adam Gitsas is hereby approved.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 21st day of August, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 156-2018**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. John Sheeran has properly submitted an Application for Use of Facilities requesting use of the Babe Ruth Baseball Field from the first week of September 2018 until the last week of October 2018, two days a week (Tuesdays and Thursdays) and the following Saturdays; September 9, September 22, September 29 and October 6, subject to availability based on use; and

WHEREAS, Mr. John Sheeran has presented this request on behalf of the AC Hammerheads 14U team; and

WHEREAS, the President of the Northfield Babe Ruth League has advised that the field is available on the dates requested.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. John Sheeran subject to the full execution of the Use of Facilities Agreement, and compliance with its terms and conditions, the terms and conditions of the current Use of Facilities Guidelines and the representations made in the subject Applications for Use of Facilities.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 21st day of August 2018.

Mary Canesi, RMC, Municipal Clerk

CITY OF NORTHFIELD

Application for Use of Facilities

Name and Address of Organization: AC Hammerheads 14U, 2026 Sutton Avenue,
Northfield, NJ 08225

Tell Us Who You Are / Description and Purpose of Organization: I am a resident of Northfield and coach a 14U
travel baseball team. I have been an active volunteer and board member of the Northfield Little League for years.
This team competes locally and throughout the Tri State Area.

Is the Group a Not-For-Profit Organization? ☒ Yes ☐ No

Do Participants Pay a Fee for Your Sport / Event? ☒ Yes ☐ No

If Yes, How Much? \$ 300 per ☒ Person ☐ Day ☒ Season Fall Season (other)

Name of Applicant / Responsible Party: John Sheeran Title/Affiliation Manager / Coach

Home Address: 2026 Sutton Avenue, Northfield, NJ 08225

Telephone: (H) [REDACTED] (C) [REDACTED] (W) [REDACTED]

Name and Location of Facility(ies) Being Requested: Northfield Baseball Field

For the Following Purpose: practice and an occasional game (Saturday 10a-12p) my schedule has not been
made yet but only anticipate 2 games if at all.

on the Following Date(s): practice Tuesday and Thursday, will work in conjunction with Pat McCarthy
Coach of Northfield Baseball 14-15 year olds.

Specify the Hours of Use: From: 5:45pm To: 7:15pm

of Participants per Date: 10 # of Participants who are Northfield Residents: 5

Will Juveniles be Present? Yes ☒ No ☐ If Yes, What Ages? 14

Applicant MUST submit names, addresses, & telephone # of all coaches / chaperones along with the application

Have You Applied to Other Municipalities for Use of their Facilities for this Event? ☐ Yes ☒ No

If Yes, Name of Municipality/ies: _____

Date/s and Disposition of Request/s: _____

Applicant has received a copy of the City of Northfield Use of Facilities Guidelines and Use of Facilities Agreement and agrees to abide by and comply with the terms of that Agreement. Applicant further acknowledges that s/he must obtain from the Municipal Clerk's Office the date/time of the Council Meeting at which the Application will be considered, and attendance at same is required in order for the Application to be heard.

NO ALCOHOLIC BEVERAGES PERMITTED

APPLICANT: [Signature] DATE: 8/11/18
Signature

Note: The City of Northfield has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility(ies) when in the opinion of the City of Northfield the use presents a risk of unreasonable injury to persons or damage to property of the City of Northfield or others.

FAILURE TO COMPLETE ANY PORTION OF THE APPLICATION WILL RESULT IN AUTOMATIC REJECTION

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 157-2018**

**AUTHORIZING A MUNICIPAL LIEN FOR PROPERTY
MAINTENANCE COSTS**

WHEREAS, the City of Northfield Inspections Department has notified the property owner of 510 Fairbanks, Block 48, Lot 12, of violations of the City Property Maintenance Code and

WHEREAS, pursuant to Article II, Chapter 268-6 of the City of Northfield Municipal Code entitled "Property Maintenance", notice of the violations and the need to abate them was served to the property owner; and

WHEREAS, the property owner has failed to comply with said notice; and

WHEREAS, the Atlantic County Utilities Company was instructed to remedy the violations and submit the associated costs of bringing the property into compliance with the Article II, Chapter 268-6 of the City of Northfield Municipal Code, concerning Property Maintenance; and

WHEREAS, the Supervisor of the Atlantic County Utilities Authority originally submitted bills to the Municipal Clerk in the amount of \$147.09 for work performed; and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield, Atlantic County, New Jersey that the Tax Collector is directed to attach a lien on the property for the costs associated with bringing the property into compliance with the City's Property Maintenance Code.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common Council of the City of Northfield, held this 21st day of August, 2018

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 158-2018**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Joe Russo has properly submitted an Application for Use of Facilities requesting use of the Boys Major or Minor League Baseball Field from September 9, 2018 until October 22, 2018, Sundays only from 9am until 11am, subject to availability based on use by Northfield Little League teams; and

WHEREAS, Mr. Joe Russo has presented this request on behalf of Redbirds Travel Baseball 9U team; and

WHEREAS, the President of the Northfield Little League has advised that the field use request can be granted, with specific dates to be determined based upon the future needs of the Northfield Little League Baseball program.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Joe Russo subject to the full execution of the Use of Facilities Agreement, and compliance with its terms and conditions, the terms and conditions of the current Use of Facilities Guidelines and the representations made in the subject Applications for Use of Facilities.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 21st day of August, 2018.

Mary Canesi, RMC, Municipal Clerk

CITY OF NORTHFIELD

Application for Use of Facilities

Name and Address of Organization: Redbirds Travel Baseball

Tell Us Who You Are / Description and Purpose of Organization: Joe Russo Northfield
Resident and one of the teams coaches.
To play games and practice during the Fall and Spring.

Is the Group a Not-For-Profit Organization? ☒ Yes ☐ No

Do Participants Pay a Fee for Your Sport / Event? ☒ Yes ☐ No - Umpires and equipment

If Yes, How Much? \$ 150 per ☒ Person ☐ Day ☒ Season ☐ (other)

Name of Applicant / Responsible Party: Joe Russo Title/Affiliation Coach

Home Address: 217 Ridgewood Drive. Northfield N.J. 08225

Telephone: (H) _____ (C) _____ (W) _____

Name and Location of Facility(ies) Being Requested: Birch Grove park.
MAJORS AND MINORS BASEBALL FIELDS

For the Following Purpose: Practice and Games

on the Following Date(s): Fall 2018 Spring 2019 1st week of March - 1st week of July

Specify the Hours of Use: From: Sept 1 - Oct 22 To: Sunday mornings 2 hours 9-11
Monday Eve. 2 hours 5-7

of Participants per Date: 10 # of Participants who are Northfield Residents: 7

Will Juveniles be Present? Yes ☒ No ☐ If Yes, What Ages? 8-9 yrs old
 Applicant MUST submit names, addresses, & telephone # of all coaches / chaperones along with the application

Have You Applied to Other Municipalities for Use of their Facilities for this Event? ☐ Yes ☒ No

If Yes, Name of Municipality/ies: _____

Date/s and Disposition of Request/s: 7-25-18

Applicant has received a copy of the City of Northfield Use of Facilities Guidelines and Use of Facilities Agreement and agrees to abide by and comply with the terms of that Agreement. Applicant further acknowledges that s/he must obtain from the Municipal Clerk's Office the date/time of the Council Meeting at which the Application will be considered, and attendance at same is required in order for the Application to be heard.

NO ALCOHOLIC BEVERAGES PERMITTED

APPLICANT: Joe Russo DATE: 7-25-18
 Signature

Note: The City of Northfield has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility(ies) when in the opinion of the City of Northfield the use presents a risk of unreasonable injury to persons or damage to property of the City of Northfield or others.

FAILURE TO COMPLETE ANY PORTION OF THE APPLICATION WILL RESULT IN AUTOMATIC REJECTION

JR VCFD@verizon.net Did Advise Mr. Russo he would need to Amend
To Remove 2019 Dates.

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 159-2018**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Sean Sutley has properly submitted an Application for Use of Facilities requesting use of the Boys Major or Minor League Baseball Field from August 31, 2018 until the last week of December 2018, Sundays only from 10am until 2pm, subject to availability based on use by Northfield Little League teams; and

WHEREAS, Mr. Sean Sutley has presented this request on behalf of the South Jersey Sandsharks 9U team; and

WHEREAS, the President of the Northfield Little League has advised that the field use request can be granted, with specific dates to be determined based upon the future needs of the Northfield Little League Baseball program.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Sean Sutley subject to the full execution of the Use of Facilities Agreement, and compliance with its terms and conditions, the terms and conditions of the current Use of Facilities Guidelines and the representations made in the subject Applications for Use of Facilities.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 21st day of August, 2018.

Mary Canesi, RMC, Municipal Clerk

CITY OF NORTHFIELD

Application for Use of Facilities

Name and Address of Organization: 90 South Jersey Sand Sharks
605 Herzel Ave Northfield, NJ 08225

Tell Us Who You Are / Description and Purpose of Organization: Sean Sutely Up of Northfield
little league and manager of 90 Sand Sharks travel baseball. We play
travel baseball in the south jersey area to help better children in our community.

Is the Group a Not-For-Profit Organization? X Yes No

Do Participants Pay a Fee for Your Sport / Event? X Yes No

If Yes, How Much? \$500 per Person Day X Season (other)

Name of Applicant / Responsible Party: Sean Sutely Title/Affiliation

Home Address: 605 Herzel Ave

Telephone: (H) (C) (W)

Name and Location of Facility(ies) Being Requested: 1700 Burton Ave Major/Minor
field depending upon availability of Northfield little league

For the Following Purpose: To practice and play baseball games

on the Following Date(s): 8/31/18 - 12/31/18 (Sundays) NO lights

Specify the Hours of Use: From: 1000 To: 0200

of Participants per Date: 12 # of Participants who are Northfield Residents: 7

Will Juveniles be Present? Yes X No If Yes, What Ages? 8, 9 yrs old

Applicant MUST submit names, addresses, & telephone # of all coaches / chaperones along with the application

Have You Applied to Other Municipalities for Use of their Facilities for this Event? Yes X No

If Yes, Name of Municipality/ies:

Date/s and Disposition of Request/s:

Applicant has received a copy of the City of Northfield Use of Facilities Guidelines and Use of Facilities Agreement and agrees to abide by and comply with the terms of that Agreement. Applicant further acknowledges that s/he must obtain from the Municipal Clerk's Office the date/time of the Council Meeting at which the Application will be considered, and attendance at same is required in order for the Application to be heard.

NO ALCOHOLIC BEVERAGES PERMITTED

APPLICANT: DATE: 7/29/18
Signature

Note: The City of Northfield has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility(ies) when in the opinion of the City of Northfield the use presents a risk of unreasonable injury to persons or damage to property of the City of Northfield or others.

FAILURE TO COMPLETE ANY PORTION OF THE APPLICATION WILL RESULT IN AUTOMATIC REJECTION