

2017 Housing Element & Fair Share Plan

Township of Manchester

Ocean County, New Jersey

December 2017 Update

Appendix II - Credit Documentation

1. Credits without Controls
2. Housing Rehabilitation Program
3. Resolution approving contract with Rehabilitation Consultant
4. List of Housing Units Rehabilitated by Ocean County
5. List of Housing Units Rehabilitated by Township
6. Rehabilitation Manual
7. Manchester Affordable Assistance Manual
8. Presbyterian Homes 3204 Hilltop Road. (Block 82.09, L14.01).
9. Birchwood (Willows) at Whiting 1110 Route 70. (Block 83.01, L7.03).
10. North Ocean Habitat for Humanity 1833 Sixth Avenue. (Block 1.127, Lot 30, 31, 32)
11. North Ocean Habitat for Humanity 3081 Patricia Court. (Block 2, Lot 776.04)
12. North Ocean Habitat for Humanity 2643 Ridgeway Road. (Block 31.02, L2)
13. ARC Ocean County Group Home 2108 Sixth Avenue. (Block 1.120, Lot 9)
14. Easter Seals Group Home 1617 Sixth Avenue. (Block 1.129, Lot 34)
15. Devereux Foundation (Block 1.143, Lot 22)
16. Serv Property and Management Inc. 94 Colt Place. (Block 41.10, Lot 22.01)
17. Serv Property and Management Inc. 1941 Trenton Avenue. (Block 99.86, Lot 8)
18. ARC Ocean County Chapter 1841 Delaware Avenue. (Block 99.112, Lot 8)
19. Employ Ability Unlimited 1601 Chester Avenue. (Block 99.158, Lot 8)
20. Preferred Behavioral Health 1801 Hwy 539. (Block 99.353, Lot 4)
21. Ridge Creek (Block 43.05, Lots 7 and 21; and Block 43.06, Lots 8 and 23)
22. Presidential Gardens (Block 46.01, Lot 1.01 and 1.03)
23. Manchester Village 372 Horicon Avenue. (Block 79, Lot 31)
24. Manchester Development Group (MDG) (Block 62, Lots 15, 16, and 33)
25. Autumn Ridge (Manchester Associates, Inc) (Block 30, Lot 1.01, 2,4, and 52)
26. Heritage at Whiting (Manchester Senior Housing LP) 40 Lacey Road. (Block 100, Lot 10.02)
27. Mobility Special Care Housing (Block 1.428, Lot 19)

1. Credits without Controls

March 27, 1996

Christine M. Faustini, Esq.
Liston & Pinizzotto
82 East Water Street
Toms River, NJ 08753

Re: Hovsons, Inc., et al. v. Township of Manchester, et als.
Docket No. OCN-L-4357-93 (P.W.)
Analysis of Survey Forms
Credits Without Controls

Dear Ms. Faustini:

I have completed an analysis of the credits without controls surveys in Manchester Township pursuant to the Case Management Order of October 12, 1996. The Order bifurcates the analysis into two parts, one using the requirements of *N.J.A.C. 5:93-3.2(b)1-3* and the second also applying the affordability criteria of *-3.2(b)4-5*.

I received a total of 171 surveys from Tom Thomas of T&M Associates. Mr. Thomas provided a tabulation of the surveys and the data with which to determine the basis for household eligibility for credits without controls. This information was well organized. I also appreciate the timely response to my letters of February 14 and 28 requesting additional information clarifying certain of the calculations used to determine household eligibility.

All of the households surveyed were one- and two-person households with the exception of two households with three persons each (one survey was left blank on this question). Four of the surveys were rental units, with the remainder owner-occupied (again there was no answer on one of the forms).

Under the three-part criteria of *N.J.A.C. 5:93-3.2(b)1-3* the conformance of the surveys is as follows:

- 1) *The unit shall have been constructed between April 1, 1980 and December 15, 1986.*

All 171 units meet this criterion of eligibility.

- 2) *The unit shall have been certified in sound condition as a result of an exterior inspection performed by a licensed building inspector.*

All 171 units meet this criterion of eligibility.

- 3) *The unit is currently occupied by a low and moderate income household.*

A total of 134 units meet this criterion of eligibility. The one form that did not provide an answer on household size would qualify even if the household only contained one person. Only one household reported equity in real estate which was not the primary residence. I imputed an income at 10% of equity and the household income still qualified under the rule.

Under the additional two subsections of *N.J.A.C. 5:93-3.2(b)4-5* the conformance of the surveys is as follows:

- 4) *If the unit is a for-sale unit, at the time the municipality files its petition for substantive certification, the unit shall have a market value that is affordable to a moderate income household pursuant to the requirements of N.J.A.C. 5:93-7.4(a) and (e).*

Of the 130 for-sale units eligible under the first three criteria, 118 units meet the moderate income affordability test. These 118 units include the household with the incomplete survey form on the assumption that it is an owner-occupied unit. Mr. Thomas is attempting to verify this with the respondent.

- 5) *If the unit is a rental unit, at the time the municipality files its petition for substantive certification, the unit shall have a monthly rent that is affordable to a moderate income household pursuant to the requirements of N.J.A.C. 5:93-7.4(a) and (f) and the rental must be an arms length transaction.*

All four of the rental units meet the moderate income affordability limits for rent and utilities calculated pursuant to the COAH rules cited above¹.

¹ - All four households, however, are paying in excess of 30% of their income for rent and utilities.

I conclude from this analysis that 134 units are eligible for credits without controls under *N.J.A.C.* 5:93-3.2(b)1-3 and 122 units are eligible for such credits applying the additional criteria of *N.J.A.C.* 5:93-3.2(b)4-5.

The credits would reduce Manchester Township's fair share obligation (1987-1999) from 405 units to either 271 or 259 units depending on the determination of the Court regarding the applicability of the fourth and fifth criteria for eligibility.

In accordance with the Case Management Order, the plaintiff has two weeks to transmit any comments concerning the analysis.

Sincerely,

A handwritten signature in black ink, appearing to read "Philip B. Caton". The signature is stylized and somewhat cursive.

Philip B. Caton, PP, AICP

cc. Guliet D. Hirsch, Esq.
Edward Delanoy, Esq.

2. Housing Rehabilitation Program

Manchester Home Improvement Program

PROGRAM INFORMATION HANDOUT

INTRODUCTION

The Manchester Home Improvement Program (HIP) was created by the Township to provide funds to assist properties occupied by low and moderate income households to correct existing interior and exterior health, safety and code substandard conditions of major housing systems in conformity with the standards of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6. The HIP is guided by N.J.A.C. 5:97-6.2 and in accordance with the N.J. Department of Community Affairs (DCA) Council on Affordable Housing (COAH) regulations. The Township of Manchester has contracted with Community Grants, Planning & Housing LLC (CGP&H), a private consulting firm specializing in the implementation of publicly-funded housing rehabilitation programs, to manage and administer the HIP.

CATEGORIES OF PARTICIPANTS

Both owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be low- or moderate-income households and it is their primary residence. Owners of rental properties do not have to be low- or moderate-income households. If a structure contains two or more units and an owner who is not income eligible occupies one unit, funding may be provided for the rehabilitation of the remainder of the units if income-eligible households occupy those units. Mobile Home Park and Co-Op units are ineligible for program assistance.

FUNDING TERMS FOR OWNER OCCUPIED AND INVESTOR OWNED UNITS

The Program Funding will be provided on the following terms:

- Up to \$20,000 for an eligible owner occupied single family home
- Up to \$15,000 per unit for eligible owner occupied multi-family properties and investor rental units.

Investor only properties are responsible to pay 20% of the construction cost at time of the construction contract signing. The remaining 80% becomes the investor's forgivable loan.

All program loans are in the form of a zero percent (0%) forgivable loan. There are no monthly payments. The loan is forgiven after 10 years if the property owner complies with the program guidelines.

Mechanism for Securing the Loan & Affordability Controls

Affordability controls are secured by the following legal instruments:

Owner-Occupied Single Family Home: A Mortgage and Mortgage Note

Owner-Occupied Multi-Family Home and Investor Houses: A Mortgage, Mortgage Note and Deed Restriction

The purpose of these documents is to guarantee the continued availability of the unit to low or moderate income households for the terms of the ten year lien affordability period.

APPLICATION SELECTION

The program will process new applicants added to the waiting list/applicant pool on a first-come, first served basis, to qualified applicants.

Eligibility Requirements:

- Household occupants are within the income limit
- Existing eligible home improvement(s), including at least one code substandard major housing system.

- Property taxes, municipal utilities, and, if applicable, mortgage are paid current.
- The owner's *equity* in the home must be greater than the maximum amount of assistance that could be made available by the Program. For the sake of this rule, the market value of the home will be calculated using the municipality's assessed value divided by the equalization ratio. All existing property liens (mortgage, home equity loan, etc.) are then deducted from the calculated house value to determine the current property equity. If you need assistance in determining equity, please call the number listed at the end of this handout.
- If any living quarters (bedrooms, kitchen or bathroom facilities) exist in the basement or attic and/or if there is any secondary kitchen in any unit, the homeowner will be required to provide evidence (closed out permit, certificate of occupancy, etc) that it was permitted by the Township of Manchester, prior to being able to proceed with program assistance.
- If there are any repairs or renovations currently being undertaken on your home by others or yourself, or done within the last few years that require or required municipal permits, the work must be completed and the permits closed out prior to applying to the Program. Contact the municipal construction office at 732-657-8121 ext. 3901 if you have questions regarding construction permit requirements.

INCOME LIMITS

Household income is defined as the combined annual income of all family members 18 years of age and older including wages, Social Security, disability insurance, unemployment insurance, pensions, dividend/interest income, alimony, etc. Each unit's total household income must fall below the New Jersey Department of Community Affairs moderate income limits (updated annually) based on family size as follows:

Household size	1	2	3	4	5	6	7	8
Maximum Income	\$51,864	\$59,273	\$66,682	\$74,091	\$80,018	\$85,946	\$91,873	\$97,800

ELIGIBLE ACTIVITIES

For clarification of eligible work items, be advised that funds may be used only for work and repairs required to make the unit standard and abate interior and exterior violations of the NJ Rehabilitation Code and/or any other applicable housing codes; and remove health and/or safety hazards; and any other work or repairs, including finishing and painting, which are directly related to the above listed objectives.

A. Eligible Improvements

In order to qualify for participation in the program, at least one of the following major systems must be in need of replacement or substantial repair:

- Roof
- Electrical
- Heating
- Plumbing (including sanitary plumbing)
- Load bearing structural systems
- Windows and/or Lead Paint Remediation

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), carpets, additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under this program. The cost of removing any illegally converted living space (e.g., illegal bedrooms in the basement) are not eligible for assistance.

Overview of Administrative Process

You submit your completed application to the Program. The Case Manager reviews the application package and determines eligibility/ineligibility. Once your eligibility has been established, the Program will conduct a comprehensive house inspection. The purpose of the comprehensive inspection is to detail any health, safety or substandard code items that exist on your property. At least one major system has to be substandard in code for the property to participate in the Program. Please be prepared to have your property survey available for the inspection for the inspector's review, and afterwards for municipal permit application requirements, if needed.

The Program Inspector will create a Work-Write-Up and Cost Estimate for your home's rehabilitation, based upon the comprehensive inspection. A copy of the Work Write-Up, along with a contractor list, will be provided to you for approval.

The Program will solicit bids by circulating bid packages to approved contractors. If you know of a contractor that would like to submit a bid on the job, they must contact the Program to request a bid package. The submitted bids will be reviewed by the Program Inspector and the homeowner. Generally, the lowest responsible bid from a qualified contractor will be chosen. The homeowner may select a contractor with a higher bid, but must pay the difference between the contractor chosen and the lowest responsible bid. Your contribution of the cost difference is to be provided at the pre-construction meeting.

The Program is not guaranteeing to rehabilitate all the work listed in the work write-up. Code, safety, and health related work items identified by the program inspector will take precedent over non code work if elimination of work items is necessary. It is a program requirement to bring your house up to code. The homeowner has the option of contributing personal funds for any work that exceeds the funding limit. A preconstruction conference/loan closing is conducted at which time the construction agreement and all affordability controls are executed. The contractor will obtain the permits (as necessary) and the construction phase will begin. Program personnel will manage the construction process which will include a progress inspection and a final inspection. The Municipality will pay the contractor directly upon program inspection approval of work completed. Program participants will adhere to the Program's decisions. The contractor will close out construction permits; provide warranty information and case closeout documentation.

Homeowners' Responsibility:

- The home is to be "broom clean" and interior fully accessible for the program inspections and contractor work.
- Program work including inspections, program loan closing and construction are conducted during normal weekday business hours. Please be prepared to plan accordingly.
- All household members must be disclosed in your application. If evidence of any additional undisclosed household members are discovered during a Program property site visit, the Program has the right to terminate your case for falsifying information. It is your responsibility to call the Program if you need clarification on household members.

Owner Occupied Single Family Home Terms:

If the owner decides to sell the property, transfer title, or if the owner should die before the end of the 10 year loan period, the owner, heirs, executors or legal representatives must repay 100% of the original loan principal at title transfer.

Exceptions to Loan Repayment Terms above during the 10 year lien period:

1. If the loan transfers due to inheritance by a Class A beneficiary who will take occupancy upon death of program mortgagee and assume the balance of the lien (income eligibility not a requirement); or if inheritance by a qualified income eligible non-Class A beneficiary, or

2. If the house is sold at an affordable price pursuant to N.J.A.C. 5:97-9.3 to someone who can be qualified as income eligible, takes occupancy and agrees to assume the program lien for the remaining duration of the lien period, or
3. If the house is sold at an affordable price pursuant to N.J.A.C. 5:97-9.3 to an investor who assumes the lien and also signs a deed restriction for the remaining duration of the lien period to rent the dwelling at the affordability controls restricted rental rate and according to the affirmative marketing requirements for re-rentals.

Rental Property Terms:

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5-80:26.1. In addition to the mortgage and mortgage note, the controls on affordability shall be in the form of a deed restriction which adheres the affordability controls to the property during the 10 year period, even with property title transfer. The affordability controls are as follows for rental properties:

- The assisted rental unit(s) must be occupied by, and affordable to a household(s) that is(are) certified as low or moderate income as per DCA Income Limits.
- If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit be rented to a low- or moderate-income household at an affordable rent and affirmatively marketed pursuant to N.J.A.C. 5:97-9 and UHAC.
- If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to N.J.A.C. 5:97-9 and UHAC.
- The maximum permitted rent is pursuant to N.J.A.C. 5:97-9 and UHAC. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9.
- The affordability terms for the rental units do not expire even in the event that the owner sells the property, transfers title to the property, dies or rents to other than low or moderate income renters before the terms of the lien expires.
- If Program funds were expended on the owner occupied unit, unless ownership is transferred to another low or moderate income homeowner, any Program funds expended on work done on the owner's individual unit along with a pro-rata portion of the shared improvements must be fully repaid to the Township if title transfers within the lien period.

When Repayment Occurs:

When recapture of the loan amount is required due to aforementioned conditions, 100% of the rehabilitation assistance is due and payable in its entirety at zero-percent interest. Manchester will use the returned funds to finance the rehabilitation of another home.

Additional Information:

This is a Fair Housing and Equal Opportunities Program. For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

If you have any further questions, please contact Community Grants, Planning & Housing, LLC, Program Administrators, Monday through Friday between the hours of 8:30 A.M. and 5:00 P.M. at 609-664-2783.



3. Resolution approving contract with Rehabilitation Consultant

**AGREEMENT FOR ADMINISTRATIVE AGENT IN
AFFORDABLE HOUSING MATTERS**

THIS AGREEMENT made this 1st day of August, 2015, by and between the Township of Manchester, 1 Colonial Drive, Manchester, New Jersey 08759, a municipal corporation of the State of New Jersey, hereinafter referred to as "Township" and Community Grants, Planning and Housing CGP&H located at 101 Interchange Plaza Suite 301 Cranbury, N.J. 08512 hereinafter referred to as "Professional"

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for professional services, for a term terminating July 31, 2016, and

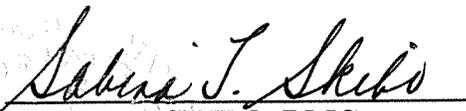
WHEREAS, the Professional has submitted a proposal for Administrative Agent to the Township the terms and conditions of said proposal, including fees, are satisfactory to the Township, and are set forth therein.

NOW, THEREFORE, WITNESSETH THIS AGREEMENT: That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that CGP&H shall furnish Administrative Agent Services on Affordable Housing Matters and the Township shall make payment for same in accordance with the terms and conditions set forth in said proposal, which said proposal is attached hereto and made part hereof.

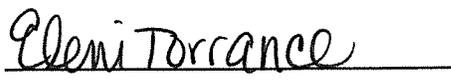
The Professional will conform to the State of New Jersey Affirmative Action requirements as submitted in proposal.

This contract has been authorized by Resolution of the governing body of the Township adopted at the organization meeting of the Township of Manchester held on the 27th day of July 2015.

ATTEST:


SABINA T SKIBO, RMC
TOWNSHIP CLERK

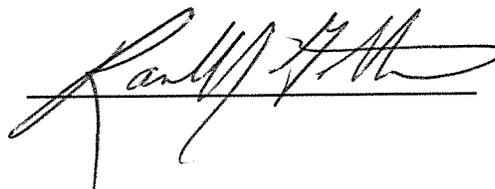
WITNESS:


Date: 8/3/15

TOWNSHIP OF MANCHESTER


KENNETH T. PALMER
MAYOR

**AUTHORIZED REPRESENTATIVE
OF CGP&H**



**AGREEMENT FOR PROFESSIONAL SERVICES
ADMINISTRATIVE AGENT FOR AFFORDABLE HOUSING**

THIS AGREEMENT made this 4th day of January, 2017, by and between the Township of Manchester, 1 Colonial Drive, Manchester, New Jersey 08759, a municipal corporation of the State of New Jersey, hereinafter referred to as "Township" and Community Grants Planning and Housing (CGP&H) located at 101 Interchange Plaza, Suite 301, Cranbury, New Jersey 08512 hereinafter referred to as "Professional"

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for professional services, for a term terminating December 31, 2017, and

WHEREAS, CGP&H, has completed and submitted a Business Entity Disclosure Certification which certifies that the firm has not made any reportable contributions to a political candidate committee in the Township of Manchester in the previous one year, and that the contract will prohibit the firm from making any reportable contributions through the term of the contract, and

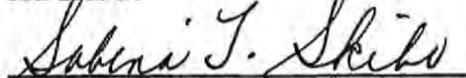
WHEREAS, the Professional has submitted a proposal for Administrative Agent for Affordable Housing to the Township the terms and conditions of said proposal, including fees, are satisfactory to the Township, and are set forth therein. Professionals are required to provide status reports to the Township in the format requested by the Township.

NOW, THEREFORE, WITNESSETH THIS AGREEMENT: That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the CGP&H shall furnish services as Administrative Agent for Affordable Housing Matters and the Township shall make payment for same in accordance with the terms and conditions set forth in said proposal, which said proposal is attached hereto and made part hereof.

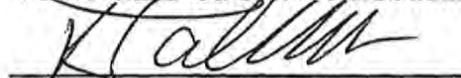
The Professional will conform to the State of New Jersey Affirmative Action requirements as submitted in proposal.

This contract has been authorized by Resolution of the governing body of the Township adopted at the organization meeting of the Township of Manchester held on the 4th day of January 2017.

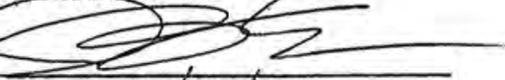
ATTEST:


SABINA T SKIBO, RMC
TOWNSHIP CLERK

TOWNSHIP OF MANCHESTER


KENNETH T. PALMER
MAYOR

WITNESS:


Date: 1/16/17

CGP&H.


4/16/17

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AWARDING A CONTRACT TO AND AUTHORIZING THE
APPOINTMENT OF COMMUNITY GRANTS, PLANNING & HOUSING AS
ADMINISTRATIVE AGENT IN AFFORDABLE HOUSING MATTERS PURSUANT TO
AND IN ACCORDANCE WITH N.J.S.A. 19:44A-20.4 ET SEQ.**

WHEREAS, the Township of Manchester has received bids in accordance with N.J.S.A. 19:44A-20.4 et seq. for professional services; and,

WHEREAS, N.J.S.A. 19:44A-20.5 et seq. provides the procedure for soliciting proposals through a “fair and open process”; and,

WHEREAS, the Township Council of the Township of Manchester has elected to select and appoint its professionals through the “fair and open process”; and,

WHEREAS, the Township Council desires to appoint Community Grants, Planning and Housing (CGP&H) as Administrative Agent for Affordable Housing Matters; and,

WHEREAS, the maximum amount of the contract to be awarded under this resolution will be set forth in the year 2017 Municipal Budget; and,

WHEREAS, the “New Jersey Local Unit Pay to Play” Law, N.J.S.A. 19:44A-20.4 et seq., requires that the resolution authorizing the award of a contract for "Professional Services" and the contract itself must be made available for public inspection; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the year 2017 temporary budget and will be available in the final budget when adopted under:

Administrative Agent for Affordable Housing Matters; and,

WHEREAS, has submitted a proposal in accordance with the “Pay to Play” Law; and,

WHEREAS, the Township Council is satisfied with the terms of the proposed form of contract aforesaid.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That Community Grants, Planning and Housing (CGP&H) is hereby appointed as Administrative Agent for Affordable Housing Matters; and, a term of one (1) year commencing January 1, 2017 and ending December 31, 2017.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to an agreement.

3. That the contract to be entered into is awarded through the "fair and open process" as a "Professional Service" in accordance with N.J.S.A. 19:44A-20.4 of the Pay to Play Law.

4. That a notice of this action shall be printed once in the official newspaper of the Township of Manchester.

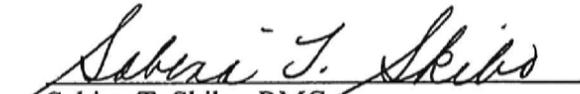
5. That this resolution shall take effect January 1, 2017.

6. That the Township Clerk shall forward a certified copy of this Resolution to the following:

- A. Administrator;
- B. Chief Financial Officer
- C. Purchasing Agent
- D. CGP&H
101 Interchange Plaza, Suite 301
Cranbury, NJ 08512

CERTIFICATION

I, Sabina T. Skibo, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council at a meeting held on the 4th day of **January, 2017**.


Sabina T. Skibo, RMC
Township Clerk

4. List of Housing Units Rehabilitated by Ocean County



OCEAN COUNTY DEPARTMENTS OF
PLANNING AND SOLID WASTE MANAGEMENT

129 HOOPER AVENUE
PO BOX 2191
TOMS RIVER, NJ 08754-2191
(732) 244-8396 FAX

(732) 929-2054
DEPARTMENT OF PLANNING

(732) 506-5047
DEPARTMENT OF SOLID WASTE

FAX COVER SHEET

TO: Martin Lynch
COMPANY: Manchester Twp
FAX NO: 732-657-7237 DATE: 10/26/15

THIS COVER SHEET IS PAGE 1 OF 2 PAGES. IF YOU DO NOT RECEIVE ALL PAGES,
PLEASE CONTACT Robin or Judea AT THE
ABOVE NUMBER.

MESSAGE: Attached is list of housing rehab per your request.
Any further info can be found from records online. This is all we have
on our reports inhouse. Hope it helps you!!
😊

(No rehab for HOME program)

~~2009~~ to present

ADDRESS	YEAR REHABILITATED	AMOUNT
817 Monmouth Ave., TR	98T	\$13,575.00
9A Berwick St, Whiting	01	\$4,650.00
5B Pembroke Ln	01	\$7,725.00
6A Denwood Dr, Whiting	06	\$11,825.00
5A Pembroke Ln, Whiting	06	\$10,825.00
5 Medford Rd	09	\$5,700.00
11 Central Avenue	10	\$9,220.00
13 Marlow Ave	10/12	\$16,506.00
1400 Parkview Blvd	13	\$11,175.00

1.323 35
 5.138 22
 5.104 18
 15.111 47
 75.104 19
 75.123 24
 02.24 43
 52.04 5
 1.284 1

HOME = ϕ

County CDBG Rehabs

From: "Florio, Robin" <RFlorio@co.ocean.nj.us>
Date: July 13, 2017 at 2:56:42 PM EDT
To: Martin Lynch <mlynch@manchestertwp.com>
Cc: "Roberts, Linda" <LRoberts@co.ocean.nj.us>
Subject: RE: Rehab Program

Martin:

The following units were rehabilitated in Manchester:

12/17/14	DelliSanti	13 Marlow Avenue	\$16,506.00
05/20/15	Voss, J.	1400 Parkview Blvd.	\$11,175.00

Robin L. Florio
Senior Administrative Analyst
Planning Board Secretary
Ocean County Planning Department
129 Hooper Avenue, P. O. Box 2191
Toms River, NJ 08754
Phone: (732) 929-2054
Fax: (732) 244-8396
rflorio@co.ocean.nj.us
www.planning.co.ocean.nj

5. List of Housing Units Rehabilitated by Township

**MANCHESTER HOME IMPROVEMENT PROGRAM
COMPLETED CASES AND CASES IN PROGRESS IN THE PRECONSTRUCTION PHASE AS OF JULY 14, 2017**

Case #	Homeowners	Street Address	Block	Lot	Certificate of eligibility	Contract Date	Contract Amount	Change Order Amount	Final Inspection Date
1601	Virginia Miller	1133 Birmingham Avenue	1-281	30-33	1/26/2016	4/5/2016	\$11,075		6/13/2016
1605	Fermin Meabe and Doris Meabe	17 Weybridge Place	52.15	4	2/19/2016	4/19/2016	\$16,735		9/2/2016
1607	Patrick T. Walsh	102 Redhill Road	52.15	19	4/7/2016	7/12/2016	\$12,415		9/1/2016
1609	Nancy L. Johnson	7A Ardsley Avenue	75.141	5	5/4/2016	8/17/2016	\$21,600		12/15/2016
1610	Eugene A. Petner and Patricia E. Petner	24C Amesbury Road	75.141	30	5/31/2016	7/15/2016	\$9,961		10/18/2016
1611	Ruth Bussnick	61A Cambridge Circle	32.20	392	5/10/2016	11/8/2016	\$19,470		3/29/2017
1612	Alice A. Holder	585B Kevin Court	38.4	585.02	7/12/2016	9/16/2016	\$19,599		3/23/2017
1614	Richard & Margaret Burke	1052A Buckingham Drive	38.85	1052.01	9/2/2016	10/25/2016	\$14,595		2/13/2017
1615	Christine M. Zahn	1961 Elizabeth Avenue	99.90	9	10/31/2016	5/1/2017	\$17,600	\$1,825	
1617	Carole Brown	899B Stratford Court	38.70	899.02	1/19/2017	3/23/2017	\$15,840		6/15/2017
1719	Howard Yager	44B Sterling Street	38.09	223.02	2/13/2017	4/6/2017	\$15,890		
1724	Bonnie R. Struening	38B Sterling Street	38.09	216.02	6/26/2017				
1725	Barbara Schocket	1124 Birmingham Avenue	1.268	14	6/6/2017	(blank)	(blank)		
1726	Maureen Van Hine	29 Berkshire Road	75.144	49	6/6/2017	7/24/2017	\$18,450		

6. Rehabilitation Manual

Home Improvement Program

Policies and Procedures Manual

Township of Manchester

New Jersey

Created December 29, 2015

Updated October 4, 2017



Prepared by:

CGP&H

Community Grants, Planning & Housing

Good People. Great Results.™

101 Interchange Plaza, Suite 301

Cranbury, NJ 08512

609/664-2769 www.cgph.net

Home Improvement Program

- I. INTRODUCTION..... 3
 - A. Fair Housing and Equal Housing Opportunities..... 3
- II. ELIGIBLE PARTICIPANTS 4
 - A. Program Area 4
 - B. Categories of Participants..... 4
 - C. Income Limits 4
 - D. Application Selection 4
- III. ELIGIBLE ACTIVITIES 6
 - A. Eligible Improvements 6
 - B. Ineligible Improvements 7
 - C. Rehabilitation Standards 7
 - D. Certifications of Substandard/Standard..... 7
- IV. FUNDING TERMS FOR OWNER OCCUPIED AND INVESTOR OWNED UNITS..... 8
 - A. Terms and Conditions for Owner Occupied Units..... 8
 - B. Terms and Conditions on Owner-Occupied Multi-Family Rental Units..... 9
 - C. Terms and Conditions on Investor-Owned Multi-Family Rental Units..... 10
 - D. Special Needs Waivers..... 11
 - E. Use of Recaptured Program Funds 11
- V. IMPLEMENTATION PROCESS..... 12
 - A. Application/Interview 12
 - B. Eligibility Certification..... 12
 - C. What is Considered Income..... 12
 - D. What is Not Considered Income..... 13
 - E. How to Verify Income..... 14
 - F. Additional Income Verification Procedures..... 15
 - G. Other Eligibility Requirements 15
 - H. Requirements of Utilities & Taxes Paid Current 16
 - I. Sufficient Equity and Carrying Cost 16
 - J. House Conditions: 16
 - K. Eligibility Scenarios of Multi-Family Structures..... 16

L.	Eligibility Certification.....	17
M.	Housing Inspection/Substandard Certification/Work Write Up/Cost Estimate	17
N.	Contractor Selection	18
O.	Pre-Construction Conference/Contract Signing.....	18
P.	Initiate Township Voucher.....	19
Q.	Progress Inspections.....	20
R.	Change Orders	20
S.	Final Inspection.....	20
T.	Payment Structure and Process	22
U.	Standard Certification	22
V.	Record Mortgage Documentation.....	22
W.	File Closing	22
X.	Requests for Subordination or Program Loan Payoff	23
VI.	CONTRACTOR REQUIREMENTS AND RECRUITMENT	23
A.	Marketing.....	23
B.	Contractor Qualifications.....	23
VII.	Lead Based Paint (LBP):.....	24
VIII.	Rental Procedures:.....	24
A.	Determining Initial Affordable Rents	25
B.	Pricing by Household Size.....	25
C.	Determining Rent Increases.....	26
IX.	MARKETING STRATEGY	26
X.	MAINTENANCE OF RECORDS AND CLIENT FILES	27
A.	Programmatic Recording.....	27
B.	Participant Record Keeping	27
C.	Reporting to DCA.....	29
D.	Financial Recordkeeping	29
XI.	HOUSING ADVISORY COMMITTEE AND APPEALS PROCESS	30
XII.	CONCLUSION	30
	APPENDIX A - LIST OF PROGRAM FORMS.....	31
	APPENDIX B – CURRENT INCOME LIMITS.....	32

Home Improvement Program

Policies & Procedures Manual

I. INTRODUCTION

The purpose of this document is to establish policies, guidelines and procedures which will govern the Home Improvement Program (HIP). The HIP was created by the Township to assist properties occupied by low and moderate-income households to correct all existing interior and exterior health, safety and code violations in conformity with the standards of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6. The HIP is guided by N.J.A.C. 5:93-5.2 and is subject to all laws, regulations, ordinances, and codes of the New Jersey Department of Community Affairs (DCA) and the Township of Manchester. The Township of Manchester has contracted with Community Grants, Planning & Housing LLC (CGP&H), a private consulting firm specializing in the implementation of publicly-funded housing rehabilitation programs, to manage and administer the HIP.

A. Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.



For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

Fair Housing and Equal Housing Opportunities apply to both owner and tenant applications.

II. ELIGIBLE PARTICIPANTS

A. Program Area

The HIP is a Township wide program currently aimed at scattered site housing rehabilitation of housing occupied by low and moderate-income households throughout the Township of Manchester.

B. Categories of Participants

Both owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be low- or moderate-income households, the units are determined to be substandard and for primary residency only. Owners of rental properties do not have to be low- or moderate-income households. If a structure contains two or more units and an owner, who is not income eligible, occupies one unit funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to low- or moderate-income households.

C. Income Limits

Household income is defined as the combined annual income of all family members over 18 years of age including wages, Social Security, disability insurance, unemployment insurance, pensions, dividend/interest income, alimony, etc. Each unit's total household income must fall within or below the State's moderate-income limits based on family size. Since the 2015 NJ Supreme decision declaring COAH nonfunctioning, it is now left to the local court vicinages to approve income, sales and rental increases using similar methodologies that were employed by COAH.

The income limits and applicable methodology are in Appendix B and the plan for properly amending median incomes and rental increases every year going forward until or unless COAH or another state entity becomes functional again is also included in Appendix B at the end of this manual. The Program Administrator will ensure that the annual chart in Appendix B is updated whenever adjustments become available.

D. Application Selection

The program will process new applicants added to the waiting list/applicant pool on a first-come, first served basis, to qualified applicants. The goal is to have a minimum of 50% of the properties assisted comprising of low income households. The HIP will establish the waiting list from the program marketing efforts identified in Section IX of this manual.

Emergency Processing Order

Properties with safety and/or health hazards, confirmed/certified as an emergency by the municipal Construction Official or Health Department, can by-pass the first-come, first served process however they must meet all the other program requirements including bringing the unit up to code.

The Program Administrator shall determine that an emergency situation exists based on the following:

- A. The repair problem is an immediate and serious threat to the health and safety of the building's residents
- B. The problem has been inspected and the threat verified by the appropriate local building inspector and/or health official

Please note that the loan agreement will state that if the homeowner takes the emergency funds to abate the safety/health hazards and then subsequently decides to voluntarily remove themselves from participation in the Township's rehabilitation program to complete the non-emergency substandard code violation components of their project, essentially negating any opportunity for the municipality to gain credit for a fully rehabilitated home for this unit, those public funds used for the emergency may be immediately due and payable back to the Township.

III. ELIGIBLE ACTIVITIES

A. Eligible Improvements

The purpose of the program is to bring substandard housing up to code. In order to qualify for participation in the program, the condition of each home must be certifiable as being "substandard" as defined in N.J.A.C. 5:97-1.4.

In other words, at least one of the following major systems must be in need of replacement or substantial repair:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Lead paint remediation
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

The related work may include, but not be limited to the following:

- Interior trim work,
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Window treatment
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Painting
- Exterior rain carrying system repair

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited.

Rehabilitation work performed by property owners shall not be funded under this program.

C. Rehabilitation Standards

Funds are to be used for work and repairs required to make the unit standard and abate all interior and exterior violations of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6, (of which the more restrictive requirements will apply), conserve energy and remove health and/or safety hazards; and any other work or repairs, including finishing and painting, which are directly related to the above listed objectives. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

Municipal rehabilitation investment for hard costs shall average at least \$10,000 per unit, and include the rehabilitation of at least one major system, as previously defined under eligible improvements.

D. Certifications of Substandard/Standard

The Program Building Inspector will inspect the property to determine which systems, if any, are substandard in accordance with sub-section A above and issue a Certification of Substandard. Upon program construction completion, all code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in sub-section C above upon issuance of a municipal certificate of completion/approval.

IV. FUNDING TERMS FOR OWNER OCCUPIED AND INVESTOR OWNED UNITS

Funding will be provided on the following terms:

A. Terms and Conditions for Owner Occupied Units

Table 1 Owner-Occupied Single Family Home Terms & Conditions

Owner-Occupied Single Family Unit Terms and Conditions of Loan	
Minimum Loan Amount	Per N.J.A.C. 5:93-5.2, the municipality may rehabilitate substandard units that require less than \$8,000 of work, provided the municipal rehabilitation activity shall average at least \$8,000 per unit.
Maximum Loan Amount	\$20,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms:	100% forgivable if homeowner maintains occupancy and title during the 10-year period. Original Principal is due if house is sold and/or title/occupancy changes years 1 through 10 except for <i>Exceptions to Loan Repayment Terms</i> section below.
Mechanism for Securing Loan	Mortgage and Mortgage Note recorded against property

If the owner decides to sell the property, transfer title, or if the owner should die before the terms of the lien expire, the owner, heirs, executors or legal representatives must repay 100% of the original loan per the schedule above upon a title change. Rental of house is allowable under certain conditions subject to approval by the Administrative Agent.

Exceptions to Loan Repayment Terms above during the lien period:

1. If the loan transfers due to inheritance by a Class A beneficiary who will take occupancy upon death of Program mortgagee/Borrower and assume the lien (income eligibility not a requirement); or if by inheritance by a qualified income eligible non-Class A beneficiary, or
2. If the house is sold at an affordable price pursuant to UHAC to someone who can be qualified as income eligible, takes occupancy and agrees to assume the program lien, or

3. If the house is sold at an affordable price pursuant to UHAC to an investor who assumes the lien and also signs a deed restriction for the remaining duration of the affordability period to rent the dwelling at the affordability controls restricted rental rate and according to the affirmative marketing requirements for re-rentals. When this occurs, the Township's Administrative Agent will be responsible for monitoring compliance over that unit.

B. Terms and Conditions on Owner-Occupied Multi-Family Rental Units

Table 3 Owner-Occupied Multi-Family Home Terms & Conditions

Owner-Occupied Multi-Family Including Tenant Unit(s) Terms and Conditions of Loan	
Minimum Loan Amount	Per N.J.A.C. 5:93-5.2, the municipality may rehabilitate substandard units that require less than \$8,000 of work, provided the municipal rehabilitation activity shall average at least \$8,000 per unit.
Maximum Loan Amount	\$15,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms	100% forgivable if homeowner maintains occupancy and title during the 10 year period. Original Principal is due if not in compliance with affordability controls. Rental restrictions transfer with property. See Restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded on property

Assisted unit(s) must be occupied by, and affordable to a household(s) that is(are) certified as very low, low or moderate income as per DCA very low, low and moderate-income Limits.

The owner will execute a Mortgage, Mortgage Note, and Deed Restriction, the latter which guarantees the continued availability of the rental unit to low or moderate-income households for the terms of the ten-year deed restricted affordability period. The affordability terms for the rental units do not expire even if the owner sells the property, transfers title to the property, or dies within the ten-year program deed restricted affordability period.

Moreover, if Program funds were expended on the owner-occupied unit, and the homeowner sells, transfers title, dies or is not in compliance during the ten-year deed restricted affordability period, unless ownership is transferred to another low or moderate-income homeowner, any Program funds expended on work done on the owner's individual unit along with a pro-rata

portion of the shared improvements must be fully repaid to the Township and used to rehabilitate another housing unit.

Additionally, for rental units in a multi-family owner-occupied home:

For tenant units, the maximum permitted rent is pursuant to UHAC and subject to annual adjustment. If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a very low, ow- or moderate- income household at an affordable rental price and will be affirmatively marketed by the Township designated Administrative Agent, in accordance with the Township of Manchester's Affordable Housing Affirmative Marketing Plan. Landlords are responsible to pay income certification fees and affirmative marketing cost for re-rentals.

For information regarding future rental increases: Please refer to Section VIII C of this manual.

C. Terms and Conditions on Investor-Owned Multi-Family Rental Units

Table 4 Investor-Owned Terms & Conditions

Investor-Owned Multi-Family Unit Terms and Conditions of Loan	
Minimum Loan Amount	Per N.J.A.C. 5:93-5.2, the municipality may rehabilitate substandard units that require less than \$8,000 of work, provided the municipal rehabilitation activity shall average at least \$8,000 per unit.
Maximum Loan Amount	\$15,000 per rental unit
Interest Rate	0% (No monthly payments)
Payment Terms	Owner pays 20% of rehab cost at construction agreement signing. 80% balance forgiven if in compliance with rental restrictions. Rental restrictions transfer with property. See restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded against property

The ten-year affordability controls against the property will be recorded in a Deed Restriction. The property owner agrees to abide by the rental affordability controls for the life of the Deed Restriction. Additionally, the following conditions apply:

The assisted housing unit(s) is(are) occupied by and affordable to a household that is certified as a very low, low or moderate-income household as per DCA's very low, low and moderate Income Limits and as designated by unit in the Deed Restriction. The maximum permitted rent is determined by the Township's Administrative Agent and is pursuant to UHAC and subject to annual adjustment.

Throughout the ten year affordability controls, if a rental unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a very low, low- or moderate- income household(as designated by unit in the Deed Restriction) at an affordable price and will be affirmatively marketed in accordance with the Township of Manchester Affordable Housing Affirmative Marketing Plan by the Townships' current Administrative Agent at the rates and terms defined within that Agreement. Landlords are responsible to pay income certification fees and affirmative marketing costs for re-rentals.

The owner will execute a Deed Restriction which will guarantee the continued availability of the unit to income eligible households for the terms of the ten-year lien affordability period.

Throughout the ten-year deed restrictive period, the affordability terms do not expire even if the owner sells the property, transfers title to the property, dies, or rents

D. Special Needs Waivers

In cases of housing rehabilitation need more than the program cap:

- The Program will get confirmation of whether or not the homeowner can contribute personal funding.
- If needed, the Program will attempt to partner with other possible funding sources such as the Low Income Home Energy Assistance Program (LIHEAP).
- The Program reserves the right to make an exception and allow the expenditure of up to an additional \$5,000 per unit to address code violations. The Township will consider other situations for special needs waivers. Individual files will be reviewed on a case-by-case basis. Upon Program and Township approval, a Special Needs Funding Limit Waiver may be issued.

E. Use of Recaptured Program Funds

All recaptured funds will be deposited into an Manchester Township affordable housing trust fund in accordance with N.J.A.C. 5:93-8.15

V. IMPLEMENTATION PROCESS

A. Application/Interview

For each prospective applicant, this process starts with a homeowner either submitting an online preliminary application or the Case Manager pre-qualifies the interested homeowner by phone, whichever is the homeowner's preference. The information is entered in the program applicant pool/waiting list. If the homeowner passes the preliminary criteria review, program information, guidelines, and an application package will be mailed to the applicant when their name is reached in the program's waiting list. Each prospective applicant is to complete the application and return it to the Case Manager, along with the required verification documents. Upon receipt of the completed application package, a case file will be opened for the applicant and a case file number will be assigned to the unit. The Case Manager will be available via a direct phone line to assist applicants during this and all other phases of the process. Additionally, as needed, a Case Manager will be available for face to face prescheduled appointments. Once a case is assigned a number, the cases are processed in the order of receipt of completed applications.

B. Eligibility Certification

To be eligible for assistance, households in each unit to be assisted must be determined to be income eligible. All adult members, 18 years of age and older, of both the owner household and tenant household (if any) must be fully certified as income-eligible before any assistance will be provided by the Program. The HIP will income qualify applicant, and when applicable tenant, households in accordance with N.J.A.C. 5:93-9 and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-16.1 et seq., except for the asset test.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

C. What is Considered Income

The following income sources are considered income and will be included in the income eligibility determination:

Wages, salaries, tips, commissions

Alimony

Regularly scheduled overtime

Pensions

Social security

Unemployment compensation TANF (Temporary Assistance For Needy Families)

Verified regular child support

Disability

Net income from business or real estate

Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds

Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.

Rent from real estate is considered income

Any other forms of regular income reported to the Internal Revenue Service

D. What is Not Considered Income

The following income sources are not considered income and will not be included in the income eligibility determination:

Rebates or credits received under low-income energy assistance programs

Food stamps

Payments received for foster care

Relocation assistance benefits

Income of live-in attendants

Scholarships

Student loans

Personal property such as automobiles

Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements

Part-time income of dependents enrolled as full-time students

Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

E. How to Verify Income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

1. Four current consecutive pay stubs, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
2. A signed copy of regular IRS Form 1040 (Tax computation form), 1040A or 1040EZ (as applicable) and state income tax returns filed for the last three years prior to the date of interview or notarized tax waiver letter for respective tax year(s)- A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
3. If applicable, a letter or appropriate reporting form verifying monthly benefits such as:
 - Social Security or SSI – Current award letter or computer printout letter
 - Unemployment – verification of Unemployment Benefits
 - Welfare -TANF current award letter
 - Disability - Worker's compensation letter or
 - Pension income (monthly or annually) – a pension letter
4. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court (includes separation agreement or divorce papers) or education scholarship/stipends – current award letter;
5. Reports from the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing savings and checking accounts (bank statements and passbooks), trust funds, money market accounts, certificate of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates), whole life insurance. Examples include copies of all interest and dividend statements for savings accounts, interest and non-interest bearing checking accounts, and investments;

6. Evidence or reports of income from directly held assets, such as real estate or businesses owned by any household member 18 years and older.
7. Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
8. Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

F. Additional Income Verification Procedures

1. Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

2. Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Program Case Manager should determine the imputed interest from the value of the property. The Program Case Manager should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

G. Other Eligibility Requirements

Applicant to submit the following in the application package:

- Copy of current homeowner's insurance declarations page (not the policy or receipt).
- Proof of flood insurance, if property is located in a flood zone;
- Copy of recorded deed to the property to be assisted;
- If you are a widow or widower, copy of Death Certificate should be included;
- Copy of your most current property tax assessment;
- Receipt for property taxes.
- Signed Eligibility Release form;
- Proof that all mortgage payments are current; and

- Copy of any and all other liens recorded against the property.
- Personal identification (a copy of any of the following: Driver's License, Passport, Birth Certificate, Social Security Card, Adoption Papers, Alien Registration Card, etc.)

H. Requirements of Utilities & Taxes Paid Current

All applicants' water/sewer and tax accounts must be paid current. The Program reserves the right to make an exception to the requirement of paid up tax and/or water and/or sewer accounts. Individual files will be reviewed on a case-by-case basis. Upon approval by the appropriate municipal officials and the Program, a Special Needs Eligibility Requirements Waiver may be issued.

I. Sufficient Equity and Carrying Cost

Additionally, to be determined eligible, there must be sufficient equity in the home to cover the program lien. In other words, the market value of the house must be greater than the total of the existing liens and anticipated program lien combined. The Township may consider a Special Needs Waiver approved by the municipality on a case-by-case basis for limited equity, but not for negative equity. Additionally, the applicant's income shall be sufficient to meet the carrying costs of the unit or the homeowner is to demonstrate how the unit's carrying costs are funded. This will be reviewed on a case-by-case basis.

J. House Conditions:

All areas of the house must be readily accessible, uncluttered, and clean. This is in anticipation of the program inspector and contractors needs of proper and sanitary access for inspections and construction work progress.

If there are any repairs or renovations currently being undertaken on the home by others or the homeowner, or done within the last few years that require or required municipal permits, the work must be completed and the permits closed out prior to the homeowner applying to the Program.

K. Eligibility Scenarios of Multi-Family Structures

Several possibilities exist concerning the determination of eligibility in a multi-family structure.

Scenario 1. The Program Administrator determines that the owner is income eligible and the renters in each unit are income eligible. In this case, all of the units are eligible for rehabilitation.

Scenario 2. The Program Administrator determines that the owner is income eligible, but the renters are not. In this case, only the landlord's unit is eligible for rehabilitation. If a home improvement is undertaken which affects all the units in the house (e.g., replacement of a roof),

the HIP will only cover a prorated percentage of the cost. For example, in a two family home with units of approximately equal size, only 50% of the cost of roof replacement will be covered. Where units differ by more than 10% in size, the proration should be based on percentage of square footage within each unit compared to the total interior square footage of all other units in the structure. Shared common areas should not be counted in the denominator for the pro rata calculation.

Scenario 3. The Program Administrator determines that the owner is not income eligible, but the renters are. In this case, the rental units are eligible for rehab, but the owner's is not. If a rehab activity is undertaken which affects all of the units in the house (e.g., replacement of roof), the HIP will only cover a prorated percentage of the cost. For example, in a four family home, only 75% of the cost of roof replacement would be covered. Where units differ in size, the proration is based on percentage of square footage.

If any of the conditions above apply to a particular applicant's case, CGP&H sends a letter that explicitly identifies which of the units is eligible for rehabilitation, as well as specifies any applicable percentage of the hard costs of rehabilitation between the program and the homeowner. The homeowner's monetary contribution is to be paid prior to the start of construction at the preconstruction conference in the form of a money order or certified check made payable to the contractor. The payment is held by the program until the work is satisfactorily completed, at which time the program will release the payment to the contractor.

L. Eligibility Certification

After the Program Administrator has determined that the household is income eligible and meets all other eligible requirements, the Program Manager will complete and sign the Eligibility Certification. This certification is valid for six months starting from date of eligibility certification. A Construction Agreement must be signed within this time period. If not, the Program Administrator must reevaluate the household's eligibility.

After the household is certified as income eligible, the Homeowner/Program Agreement will be executed between the owner and the program.

M. Housing Inspection/Substandard Certification/Work Write Up/Cost Estimate

The Program Inspector will perform a comprehensive inspection to determine what work items are necessary to bring the home up to code, as identified in section III C. Photos will be taken at the comprehensive inspection to document existing conditions. As a result of the comprehensive inspection, the Program Inspector will prepare a work write-up and cost estimate. All repairs needed to bring the home up to code will be identified. To the extent that the budget may permit, home weatherization will also be included. This work write-up will include a breakdown

of each work item by category and by location in the house. The work write-up will contain information as to the scope of work and specifics on materials such as type, quantity and cost. A total cost estimate will be calculated for each housing unit. In the event that not all items can be accomplished due to program funding caps, the Program Inspector will establish a priority repair system which addresses the code violations before the non-code violations. The HIP's policy is to create Work Write-Ups and Cost Estimates that fall within the HIP funding caps. In unusual hardship cases and when the cost to correct all code violations exceeds the program funding limit, the HIP will seek the homeowner's monetary contribution. If the homeowner is unable to contribute funds or obtain funds from another funding source, the HIP will request additional funds from the Township of Manchester.

For houses built prior to 1978, refer to Section VII Lead Base Paint (LBP).

N. Contractor Selection

The homeowner, with the approval of the Program Inspector, will select the contractor. The Case Manager will provide the homeowner with a copy of the work write up and the Program contractor list. The homeowner will complete the Work Write-Up Review Form indicating review and approval of the work write-up and advising of any contractors currently on the Program contractor list that the homeowner does not wish to have notified of the availability of the bid package. If the homeowner wishes to solicit a bid from a contractor not currently on the Program contractor list, the homeowner will provide the contractor's name, address and telephone number on the Work Write-Up Review Form. Any contractors that have not been previously qualified are eligible to participate but must submit their qualifications as well as their bid in the bid package.

The Case Manager will notify at least three (3) currently active contractors that a bid package for the property is available. Each contractor must contact the Case Manager to obtain a full bid package and the contractor must submit a bid to the Case Manager by the submission deadline (usually within three (3) weeks of the date of the bid notification letter). All submitted bids will be opened and recorded by the Program Administrator at a meeting open to all interested parties.

The submitted bids will be reviewed by the homeowner and the Program Inspector. Generally, the lowest responsible bid from a qualified contractor will be chosen. If the homeowner selects a higher bid, he/she must pay the difference between the chosen and the lowest responsible bid.

O. Pre-Construction Conference/Contract Signing

The Program Inspector will conduct a pre-construction conference with the homeowner and contractor. Prior to the pre-construction conference the homeowner will be provided with copies

of the loan documents and the Construction Agreement and the contractor will be provided with a copy of the Construction Agreement for review. At the time of the pre-construction conference, the scope of work will once again be reviewed. The homeowner and contractor responsibilities will also be reviewed, as well as the program's construction procedures and program limitations. The homeowner and contractor will each sign the Construction Agreement and receive copies. The homeowner will sign and receive copies of the Mortgage and Mortgage Note in the amount of the HIP subsidy. For rental properties, the property owner will also sign the Deed Restriction (COAH form Appendix E-3).

If the homeowner is providing any funds for the rehabilitation of his/her home, those funds must be provided at the time of the pre-construction conference in the form of a certified check or money order made payable to the contractor. The check will be held by the Program and will be applied towards the contractor's first progress payment.

The contractor will be provided with information regarding the Lead-Based Paint Poisoning Prevention Act (4a.USC 483 1 (b)). The homeowner will be advised of the hazards of lead base paint in houses built prior to 1978 and provided with the EPA booklet Renovate Right. Both contractor and homeowner will each sign the respective Certifications. Additionally, for houses built prior to 1978, Section VII Lead Base Paint (LBP) applies.

Following the Pre-Construction meeting, the Case Manager will provide the Township with a copy of the first three pages of the Construction Agreement which includes an itemized price list of the work.

It is the contractor's responsibility to ensure all required permits are applied for prior to the start of construction and, if applicable, at the time of any change orders.

The construction permitting process is handled by the municipality's Construction office.

P. Initiate Township Voucher

The Case Manager will submit the contractor award to the Township CFO who will create the Township purchase order/vouchers and send them to the awarded contractor to sign and return to the Township.

The Township payment voucher will be separated into two potential payments. The Township CFO will match the Township voucher with the future payment requests and adjust the payment amount as per the inspection results. Ultimately upon construction completion, the payments will equal the full voucher amount plus or minus any change orders.

Q. Progress Inspections

The Program Inspector will make the necessary inspections of the progress of property improvements. Inspections are necessary to ensure that the ongoing improvements coincide with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Program Inspector when a minimum of 40% of the total contract work is completed. The Program Inspector will schedule the inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the work is ready for inspection.

If work passes the satisfactory progress inspection, the Case Manager will follow the procedures spelled out in Section V subsection S Payment Structure and Process to process a contractor's progress payment request.

The Program Inspector will notify the contractor and the homeowner in writing of any work deficiencies discovered during the progress inspection. Work deficiencies must be corrected prior to the contractor's request for the next inspection.

For houses built prior to 1978, a work item marked EPA RRP Rule cannot be paid for until the contractor provides a post renovation report to the program. Refer to Section VII Lead Base Paint (LBP) for the EPA regulation.

R. Change Orders

If it is determined during rehabilitation that a change from the original work write-up is required, a Program Change Order Authorization form must be completed and approved by the Homeowner, the Contractor, the Program and the Township. The Case Manager will forward the executed change order to the Township for approval. The contractor will be notified by the Case Manager of the results, and no change order work should be undertaken by the contractor until he has received a copy of the fully executed Change Order Authorization or the contractor risks non-payment for the change order work.

S. Final Inspection

Prior to requesting a final inspection, it is the contractor's responsibility to:

- Properly close out all the permits and to provide proof of closed out permits to the Case Manager via the municipal Certificate of Approval;
- Deliver to the homeowner a complete release of all liens arising out of the Construction Agreement, a receipt in full covering all labor, materials and equipment for which a lien could be filed or a bond satisfactory to the owner indemnifying owner against any lien; and

- Provide the homeowner with all applicable warranties for items installed and work completed during the course of the rehabilitation.

Once the contractor has provided the Case Manager with all required job closeout forms, the contractor will be responsible to request the program's final inspection. The Program Inspector will schedule the final inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the rehabilitation work has been completed and is ready for inspection. The Program Inspector will then conduct a final inspection to certify that the required property improvements are complete. The homeowner will be present during the final inspection and the contractor will be present if there are issues to resolve.

Only 100% completed line items will be inspected and considered for payment. If the work passes satisfactory final inspection, the Case Manager will follow the procedures spelled out in Section V subsection S Payment Structure and Process to process the contractor's final payment request.

For houses built prior to 1978, a work item marked EPA RRP Rule cannot be paid for until the contractor provides a post renovation report to the program. Refer to Section VII Lead Base Paint (LBP) for the EPA regulation.

If the Program Inspector identifies any work deficiencies during the final inspection, the Program Inspector will notify the contractor and the homeowner of the deficiencies in writing and the value of said deficiencies will be deducted from the final payment request. Work deficiencies discovered during the final inspection will require the Program Inspector to conduct a subsequent inspection upon contractor's correction of deficiencies. The Rehabilitation Program reserves the right to hold the contractor responsible to pay the cost of any additional inspections beyond the final inspection at a rate of \$350 per inspection for prematurely requesting the final inspection with the work not 100% completely done in a workman-like manner. Additional inspections are those in excess of the one progress inspection and the final inspection which are needed to inspect corrected deficiencies. The contractor must issue the failed final inspection penalty payment directly to CGP&H via a check prior to the program inspector scheduling and repeating the final inspection process. CGP&H will notify the municipality each time a penalty is levied.

The Program lien period will commence upon satisfactory completion of the final inspection. Photographs will be taken of the rehabilitated housing unit by the Program Inspector at the time of the satisfactory final inspection.

T. Payment Structure and Process

The Township will issue all payments, which will be made according to the following schedule:

One progress payment (representing a minimum of 40% of total contract work completed) will be paid. Upon completion of one hundred percent (100%) of the rehabilitation work, the contractor is eligible for final payment of the contract price.

Upon a satisfactory program inspection, and confirmation from the Case Manager that all contractor's documents have been submitted according to program procedures, the Case Manager will submit to the Township:

- Program's Request for Payment form with homeowner's and Program's written approval

The payment request documents are to be submitted to the Township CFO via email and UPS Ground at least one week prior for placement on the Township's upcoming Bill List. The Township will forward to the Case Manager a copy of the executed payment to the contractor for case file records.

Upon job completion, the combined Township payments will total the Construction Agreement, including all applicable change order(s) if any and minus homeowner contribution, if any. The combined Township payments will also match the final Township Voucher amount. Progress and final payments will be made payable to the contractor.

U. Standard Certification

A Certificate of Approval issued by the municipal construction official at the time the contractor closes out the rehabilitation construction permits, will confirm the scope of rehabilitation work has been completed and that the housing unit is now up to code standard. The contractor is to provide the Certificate of Approval to the Case Manager when requesting the final inspection. The Case Manager will ensure that a copy of the Certificate of Approval is placed in the case file.

V. Record Mortgage Documentation

At construction completion, the Case Manager will forward the executed mortgage to the Township for recording. The Township will immediately file the mortgage with the County Clerk. For rental properties, the Deed Restriction will also be recorded.

W. File Closing

The Case Manager will close the homeowner's file after the final payment is made and the mortgage, and when applicable, Deed Restriction is/are returned from the County with recorded date, book and page. A program letter will be sent to the homeowner, thanking him/her for participating in the Program.

X. Requests for Subordination or Program Loan Payoff

Manchester may agree to subordination of its lien if the mortgage company supplies an appraisal showing that the new loan plus the balance(s) on all unpaid loans (including the value of the rehabilitation assistance) does not exceed ninety-five (95%) of the appraised value of the unit. If the homeowner is simply refinancing their primary mortgage to a lower interest rate and not “cashing out” any equity, Manchester will subordinate up to 100% of the appraised value.

The fee to process subordination and program loan payoff requests will be paid by the homeowner directly to CGP&H at a rate of \$150 per request.

VI. CONTRACTOR REQUIREMENTS AND RECRUITMENT

A. Marketing

The Program will coordinate with the Township to advertise the availability of construction work on the Township’s website and display a contractor outreach poster and brochures in the municipal building, including the local construction office. If determined needed, additional outreach will be conducted in the local newspapers and through the posting of community notices. As necessary, the Program will advertise the availability of construction work by posting information at local building supply dealers. All interested contractors will have the opportunity to apply for inclusion on the Program contractor list, which will be made available for the homeowner’s use in selecting rehabilitation contractors. The contractor outreach material will be posted on CGP&H’s website and be forwarded to the NJ Small Business Development Center procurement services for distribution to their list of general contractors.

B. Contractor Qualifications

To qualify, contractors must meet the following minimum requirements:

- Contractors must carry workmen’s compensation coverage and liability insurance of at least \$100,000/\$300,000 for bodily injury or death and \$50,000 for property damage as required by state regulations; and provide the Case Manager with a certificate of insurance naming the Program as Certificate Holder; and
- At least two favorable references on the successful completion of similar work; and
- A reference of permit compliance from a municipal inspector (building inspector, code official, etc.); and
- The Contractor’s State Business Registration Certificate; and
- Current Consumer Affairs Home Improvement Contractor license; and

- Applicable lead certifications for contractors working on houses built prior to 1978. As identified in the scope of work, the contractor must comply with the EPA Renovation, Repair and Painting (RRP) Rule regarding certification; and
- If claiming prior experience with local, state or federally funding housing rehabilitation programs, a record of satisfactory performance in a neighborhood rehabilitation program or other federal/state programs; and
- Appropriate licenses; e.g. plumbing, electrical.

Contractors must also complete a Contractor Qualification Form. The contractor's qualifications will be reviewed and the references cited will be checked by the Program Inspector before the contractor is awarded a job.

VII. Lead Based Paint (LBP):

For houses built prior to 1978, contractors must comply with the Environmental Protection Agency Renovation, Repair and Painting Rules (40 CFR Part 745) when any work item is marked with (EPA-RRP Rule) in the work specifications. The requirements are spelled out in the General Conditions of the work specifications.

VIII. Rental Procedures:

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C.5-80:26.1 et. seq. once the rental units are rehabilitated. In addition to the mortgage and mortgage note, the controls on affordability shall be in the form of a deed restriction.

- If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit be rented to an income eligible household at an affordable rent and affirmatively marketed pursuant to UHAC.
- If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to UHAC.
- Rental Increases: See section VIII C, below.

The municipality's Administrative Agent will administer the rental affordability controls during the 10 year affordability period for each rental property assisted. Landlords are responsible to pay income certification fees for re-rentals.

A. Determining Initial Affordable Rents

The initial maximum affordable rent for a rehabilitated unit is determined by the program staff based on several NJ rules and regulations. The Administrative Agent will make every attempt to price initial rents to average fifty-two percent (52%) of the median income for the household size appropriate to the sized unit within each individual project (N.J.A.C. 5:80-26.3 (d)). Thirty percent (30%) (N.J.A.C. 5:80-26-12 (a)) of that figure is considered the "maximum base rent." Subtracted from the maximum base rent is the cost of all tenant-paid utilities as defined and calculated by the HUD Utilities Allowance figures (updated annually). The remainder becomes the maximum initial rent for that unit. The Home Improvement Program staff can provide potential applicants/landlords with a reasonable estimate of what the maximum base rent will be on their rental unit if they elect to participate in the program.

B. Pricing by Household Size

Initial rents are based on targeted "model" household sizes for each size home as determined by the number of bedrooms. Initial rents must adhere to the following rules. These rents are based on COAH's Annual Regional Income Limits Chart at the time of occupancy:

Table 5 Investor-Owned Terms & Conditions

Size of Unit	Household Size Used to Determined Max Rent
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

- A studio shall be affordable to a one-person household;
- A one-bedroom unit shall be affordable to a one- and one-half person household;
- A two-bedroom unit shall be affordable to a three-person household;
- A three-bedroom unit shall be affordable to a four- and one-half person household; and
- A four-bedroom unit shall be affordable to a six-person household.

The above rules are only to be used for setting initial rents.

C. Determining Rent Increases

Rents in rehabilitated units may increase annually based on the standards in Appendix B, entitled “Current Income Limits & Rental Increase Procedures” and only upon written notification from the Administrative Agent.

In addition, the Township’s Administrative Agent must be used by the Landlord to ensure that all appropriate affirmative marketing and all other affordable housing compliance procedures are followed and will continually oversee compliance for these affordable rental units throughout their restrictive term.

These increases must be filed with and approved by the Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. Rents may not be increased more than once a year, may not be increased by more than one COAH-approved increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

IX. MARKETING STRATEGY

In coordination with the Township, the Program Administrator will employ a variety of proven strategies to advertise the program within Manchester to establish the program’s applicant pool/waiting list. The marketing strategy/plan possibilities include but are not limited to:

- Creation and distribution of program homeowner outreach posters, flyers and brochures
- Place program outreach material on the Township’s website
- Place program outreach material on CGP&H’s website
- Municipal E-newsletter and paper newsletter (if available)
- Appending announcements and/or flyers to other municipal mailings as they become available (tax, etc) or direct mailing, if approved by the municipality
- Municipal email blasts and Twitter communication (if available)
- Program marketing will be distributed to local community organizations and major employers including religious organizations, civic groups, senior group, ethnic organizations, etc.

- Free local cable TV advertising (when available)
- Periodic Press releases
- Program group presentations to community organizations or at the Township Municipal Building to prospective homeowners and even to local contractors
- Paid newspaper advertisements (last resort) when deemed necessary and appropriate
- The order of method used will be analyzed to implement the most effective combination of strategies. Extensive marketing efforts are essential for all successful housing rehabilitation programs to meet their productivity objectives.

Available rental units assisted via the HIP will be affirmatively marketed in accordance with the Township of Manchester Affordable Housing Affirmative Marketing Plan.

X. MAINTENANCE OF RECORDS AND CLIENT FILES

A. Programmatic Recording

The Program files will include:

- The policies and procedures manual, which will also be updated when applicable.
- An applicant pool will be maintained by the program staff to track intake of the people interested in the program and the corresponding outgoing application invites.
- A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress.

B. Participant Record Keeping

The Program will be responsible for ensuring that individual files for each unit are established, maintained and then submitted to the municipality upon completion. Each completed file will contain a minimum of the following:

- Checklist
- Application form
- Tenant Application form (Rental Units Only) including rental lease
- Proof of ownership

- Income verification (for all households)
- Proof of currency of property tax and water/sewer accounts
- Proof of homeowner extended coverage/hazard insurance (Declaration Page)
- Proof that the municipal lien plus the total of other liens does not exceed the market value of the unit.
- Certification of Eligible Household or Notice of Ineligible Household (whichever is applicable)
- Homeowner/Program Agreement
- Certificate of Substandard
- Work Specifications/Cost Estimate aka Work Write-Up
- Bid Notice
- Contractor bids
- Bid Tabulation
- Construction Agreement
- Mortgage and Mortgage Note, and for rental properties, Deed Restriction
- Notice of Right of Rescission
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Copies of all required permits
- Change orders, if any
- Work progress and final inspection reports
- Copies of contractor payment documentation
- Photographs (Before and After)
- Close-out documents

- Certification of Approval

C. Reporting to DCA

For each unit the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Very Low/Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (yrs)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

The Program Administrator is responsible for entering each completed unit's data into the State's online CTM system.

D. Financial Recordkeeping

Financial recordkeeping through the State's online CTM system is the responsibility of the Municipal Housing Liaison.

XI. HOUSING ADVISORY COMMITTEE AND APPEALS PROCESS

In homeowner/contractor disputes, as well as disputes with regard to staff decisions, a Housing Advisory Committee formed by the Township will act as a mediator to resolve the differences. Homeowners involved in a dispute will be instructed to submit their concerns in writing. The homeowner may request a hearing conducted by the Housing Advisory Committee. All Housing Advisory Committee decisions are final.

If the reason for the mediation is due to the homeowner's refusal to pay the contractor and work has been done to work specification and to the satisfaction of the Program, it may authorize payment to the contractor directly. However, the Program will make a reasonable attempt to resolve the differences before taking this step.

Additionally the Housing Advisory Committee may decide on cases that are not clearly determined via the Policy and Procedures Manual, requiring either a change to the Manual, a waiver approval or waiver denial. During this process, when discussing case specifics with and among Committee members, the confidentiality of the individual homeowner will be protected by use of case numbers rather than names.

XII. CONCLUSION

If the procedures described in this manual are followed, the Township of Manchester's Home Improvement Program should operate smoothly and effectively. Where it is found that a new procedure will eliminate a recurring problem, that procedure may be incorporated into the program operation. In addition, this manual may be periodically revised to reflect changes in local, state and federal policies and regulations relative to the Home Improvement Program.

APPENDIX A - LIST OF PROGRAM FORMS

- Application Transmittal Letter
- Program Information Handout
- Application for Assistance- Homeowner
- Application for Assistance- Landlord (Investor)
- Application for Assistance- Tenant
- Eligibility Release Form
- Checklist
- Special Needs Waiver (Eligibility Requirements)
- Special Needs Waiver (Exceed Program Limit)
- Certification of Eligible Household
- Eligibility Determination Form
- Notification of Eligibility
- Notification of Ineligibility
- Homeowner/Program Agreement
- Certificate of Substandard
- Certificate of Substandard – Emergency Situation
- Letter: forward work write-up and contractor list to homeowner
- Work write-up review form
- Request for Rehabilitation Bid
- Affidavit of Contractor
- Subcontractor Bid Sheet
- Bid Tabulation/Contractor Selection
- Construction Agreement
- Mortgage
- Mortgage Note – single family, multi family, investor versions
- Notice of Right of Rescission
- COAH Deed Restriction (when applicable)
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Notice to Proceed
- Contractor's Request for Final Inspection
- Change Order Authorization
- Certificate and Release
- Closeout Statement

APPENDIX B – CURRENT INCOME LIMITS

The income limits presented below were derived from the 2017 Affordable Housing Regional Income Limits by Household Size chart, prepared by AHPNJ in June of 2017 and attached at the end of this Appendix for ready reference. Also enclosed is the step by step process that the Township intends to use annually to update these figures whenever new data from HUD is available.

A household's income must be below the established income limit for the region in which the municipality is located. There are three eligibility levels: very low, low, and moderate. A moderate-income household is classified as earning less than 80 percent of the area median income. A low-income household is classified as earning less than 50 percent of area median income, and a very low-income household is classified as earning less than 30 percent of median income.”

Region 4: 2017 Maximum Income Limits

Mercer, Monmouth and Ocean

Household Size	Very-Low Income	Low Income	Moderate Income	Median Income
1 Person	\$19,807	\$33,011	\$52,817	\$66,022
1.5 Person*	\$21,221	\$35,369	\$56,590	\$70,738
2 Person	\$22,636	\$37,727	\$60,363	\$75,454
3 Person*	\$25,466	\$42,443	\$67,908	\$84,885
4 Person	\$28,295	\$47,158	\$75,454	\$94,317
4.5 Person*	\$29,427	\$49,045	\$78,472	\$98,090
5 Person	\$30,559	\$50,931	\$81,490	\$101,862
6 Person	\$32,822	\$54,704	\$87,526	\$109,408
7 Person	\$35,086	\$58,476	\$93,562	\$116,953
8+ Person	\$37,349	\$62,249	\$99,599	\$124,498

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

Methodology for Calculating Regional Income Limits and Rental Increase:

Income limits for all units that are part of the municipality's Housing Element and Fair Share Plan and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the municipality annually within 30 days of the publication of determinations of median income by HUD as follows:

- a. Regional income limits shall be established for the region that the municipality is located within, based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the municipality's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low-income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- b. The income limits attached hereto as Exhibit B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2016, and shall be utilized until the municipality updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Municipality annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

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

- a. The resale prices of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region determined pursuant to the process outlined above. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
- b. The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

7. Manchester Affordable Assistance Manual

Affordability Assistance

Policies and Procedures Manual

Township of Manchester

New Jersey

October 16, 2017

Prepared by:



CGPH

Community Grants, Planning & Housing

Good People. Great Results.™

101 Interchange Plaza, Suite 301

Cranbury, NJ 08512

609/664-2769 www.cgph.net

Table of Contents

Contents

Introduction	2
Types of Affordability Assistance.....	2
Annual Budget.....	3
Eligibility	3
Maximum Amount	3
Repayment Terms & Repayment Agreement	3
Security Instruments.....	4
Administration	4
First Month’s Rent Program Procedure.....	4
Down Payment and/or Closing Cost Assistance Procedure.....	5

EXHIBITS:

EXHIBIT 1: Summary of Manchester Township Affordability Assistance Program Terms

EXHIBIT 2: Affordability Assistance Application

EXHIBIT 3: Resolution Authorizing Assistance – GRANT

EXHIBIT 4: Resolution Authorizing Assistance – LOAN

EXHIBIT 5: Affordability Assistance Program Repayment Agreement

EXHIBIT 6: Mortgage Securing Payment of Affordability Assistance Program Note

EXHIBIT 7: Recapture Mortgage Note for Affordability Assistance Program

Polices & Procedures Manual

Introduction

The purpose of this Manual is to describe the policies and procedures of the Affordability Assistance Program. This Manual describes the basic content and operation of the various affordable assistance program components. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations, terms, and/or procedures.

Where it is found that a new procedure may be more effective or can eliminate a recurring problem, that procedure may be incorporated into the program operation by amending this Operating Manual. In addition, this manual may be periodically revised to reflect changes in local, state, and federal policies and regulations relative to implementation of the affordable housing Programs described herein.

Types of Affordability Assistance

There is one type of affordability assistance listed below. Additional information is summarized in Exhibit 1.

1. ***First Month's Rent*** – When applicants of affordable rental housing move into an affordable rental unit, they experience financial hardship resulting from paying the security deposit and first month's rent at the same time. To address this hardship, Manchester Township will pay for the first month's rent for renters moving into deed restricted affordable units. This assistance is a grant and does not need to be paid back. The Township has elected to pay for the first month rent rather than the security deposit so the tenant will have an incentive to maintain the unit in order to receive the security deposit back when they move out. (Due to timing issues related to when assistance is requested and when the check can be issued by Manchester, the tenant may pay the first month's rent and the assistance will be applied to a future month's rent payment.)
2. ***Down Payment and/or Closing Cost Assistance*** – Affordability Assistance funds for down payment and/or closing costs will help very low, low- and moderate-income households achieve the goal of homeownership. The goal of the program is to provide

financial assistance to income-qualified homebuyers moving into affordable housing in Manchester.

Annual Budget

The annual budget for the program is summarized in Exhibit 1. The amount designated each year may change based funds available and demand for funding.

Eligibility

Applications submitted for affordability assistance will be provided on a first come-first-served basis according to the following criteria:

1. There are affordability assistance funds remaining in the budget for the year.
2. The applicant is purchasing or renting a deed restricted affordable unit in Manchester Township. Rental Applicants must provide a copy of their lease showing the rent amount and lease start date.
3. The applicant has not received an affordability assistance grant in the past. Only one award per household is permitted. This requirement can be waived with justification, such as a tenant who received first month's rental assistance and had to move to another affordable unit because of a change in household size.
4. The resident of the affordable deed restricted unit is income certified. Applicants applying for first month's rent assistance will have already been income certified.
5. Requests submitted after the lease start date or after the owner closes on an affordable home will not be approved. Due to the timing of the disbursement of funds, assistance may be provided to applicant after the home is rented or purchased.

Maximum Amount

The maximum amount of assistance that may be provided is in Exhibit 1.

Repayment Terms & Repayment Agreement

Deed restrictions will be required for Down Payment and/or Closing Cost Assistance. The loan principal is forgiven at 10% per year for a period of 10 years and is secured by a second mortgage and note.

Security Instruments

When required, loans for properties participating in the Affordability Assistance Program shall be secured through a Mortgage and Mortgage Note in favor of the municipality and executed by the property owner.

- The Mortgage and Mortgage Note will be executed at closing. The terms of the mortgage are in the Mortgage Note, which is not recorded.
- The administrative agent will send the affordability assistance Mortgage requiring recording to the Township. Upon receipt the Township will file documents with the County Clerk's office upon the completion of the closing of title.
- The original mortgage note shall be retained by the Program Administrator and kept in the unit file.

Administration

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

CGP&H LLC
101 Interchange Plaza
Cranbury, NJ 08512
609-664-2769 phone
609-664-2786 fax
email: homes@cgph.net
website: www.affordablehomesnewjersey.com

Forms are included in the Exhibits and the process for disbursing funds is outlined below.

First Month's Rent Program Procedure

1. Applicant submits application.
2. CGP&H reviews and processes application.
3. CGP&H notifies Township and prepares resolution authorizing grant.
4. Township adopts Resolution.
5. Township sends assistance directly to landlord.
6. CGP&H records assistance on master reporting spreadsheet.

Down Payment and/or Closing Cost Assistance Procedure

1. Applicant submits application.
2. CGP&H reviews and processes application.
3. CGP&H notifies Township and prepares resolution to authorize loan.
4. Township adopts resolution.
5. CGP&H prepares Repayment Agreement, Mortgage and Mortgage Note.
6. Township signs Repayment Agreement and sends original to CGP&H.
7. Township issues payment to Title Company or Attorney's escrow account before closing. Assistance will show on the Closing Disclosures.
8. Buyer signs the Repayment Agreement, mortgage, and Mortgage Note in addition to other affordable housing documents at closing.
9. CGP&H will send the affordability assistance Mortgage requiring recording to the Township. Upon receipt the Township will file documents with the County Clerk's office upon the completion of the closing of title.
10. CGP&H records assistance on master reporting spreadsheet.

**Exhibit 1: Summary of Manchester Township Affordability Assistance
Program Terms**

Exhibit 1: Summary of Manchester Township Affordability Assistance Terms

	First Month's Rent	Down Payment/Closing Cost Assistance
Purpose	Assist very low, low, and moderate income renters of affordable units by paying the first month's rent	Assist very low, low, and moderate income households achieve home-ownership by providing forgivable loan for down payment and closing costs
Maximum Amount	Up to 1 month's rent	5% of the purchase price of the home
Deed Restriction and Terms	The assistance is a grant and does not need to be returned.	The loan principal is forgiven at 10% per year for a period of 10 years and is secured by a second mortgage and note
Additional Criteria	Priority to very low-income households if funds are limited	Buyer must contribute 5% of the purchase price towards down payment. This homeowner contribution may be a gift/grant if the gift/grant does not have to be returned
Assistance Paid to	Landlord/Developer/Owner	Payment is issued to Title Company or Attorney's escrow account before closing. Assistance will show on the Closing Disclosures.
Advertising	Landlord & Administrative Agent will inform applicants at the time they apply to rent the unit	Notify applicants when submit application to purchase unit
Very Low Income Households	Very low income households will be prioritized	Very low income households will be assisted
Total Budget from Current Spending Plan is \$893,400	Approximately 50% of the total Affordability Assistance budget. This is projected at \$55,838 annually	Approximately 50% of the total Affordability Assistance budget. This is projected at \$55,838 annually
Eligibility Criteria	<ol style="list-style-type: none"> 1. There are affordability assistance funds remaining in the budget for the year. 2. The applicant is purchasing or renting a deed restricted affordable unit in Manchester. 3. The applicant has not received an affordability assistance grant in the past. This requirement can be waived with justification, such as a tenant who received first month's rental assistance and had to move to another affordable unit because of a change in household size. 4. The applicant is income certified. 5. Requests submitted after the lease start date or after the owner closes on an affordable home will not be approved. 	

Exhibit 2: Affordability Assistance Application

MANCHESTER TOWNSHIP'S AFFORDABILITY ASSISTANCE APPLICATION

Name: _____

Date: _____

This application must be fully completed so that it can be accepted and processed. This application is not transferable. If you require assistance, please call CGP&H at **609-664-2769** or email homes@cgph.net.

Applications submitted for affordability assistance will be provided on a first come-first-served basis according to the following criteria:

- There are affordability assistance funds remaining in the budget for the year. If funds are limited, funding will be restricted to very low income applicants.
- The applicant is purchasing or renting a deed restricted affordable unit in Manchester Township.
- The applicant has not received an affordability assistance grant in the past. Only one award per household is permitted. This requirement can be waived with justification, such as a tenant who received first month's rental assistance and had to move to another affordable unit because of a change in household size.
- The applicant is income certified.
- Requests submitted after the lease start date or after the owner closes on an affordable home will not be approved. However, due to the timing of the disbursement of funds, assistance may be provided to applicant after the home is rented or purchased as long as the applications are processed before the closing or lease start date.

1. Please indicate what type of assistance you are applying for (Choose one):

	Program	Description	Please Attach:
	Down Payment/ Closing Cost Assistance	<ul style="list-style-type: none"> • Up to 5 percent of the purchase price of your home • Zero Percent interest loan, forgiven at 10% per year for a period of 10 years and is secured by a second mortgage and note. • To qualify for the Down Payment/Closing Cost Assistance Program, buyer must contribute 5% of the purchase price towards down payment. Homeowner contribution may be a gift/grant if the gift/grant does not have to be returned. Proof of homeowner contribution is required. 	<ul style="list-style-type: none"> • Proof of 5% of down payment assistance • Contract of sale • Income certification
	First Month's Rent	<ul style="list-style-type: none"> • Up to one month's rent • Applicants must provide a copy of their lease showing the rent amount and lease start date. 	<ul style="list-style-type: none"> • Lease • Income certification

2. Amount of Request: \$_____

3. Please explain the reason why you need assistance (attach additional paper if needed):

CERTIFICATION

I hereby certify that all information contained herein is true and accurate to the best of my knowledge. I further understand that CGP&H and Manchester Township are relying upon this information in order to determine whether I qualify for affordability assistance. I further certify that the copies of the documents attached to this application are true and accurate copies of the originals of such documents. I further certify that I intend to personally occupy the unit as my primary residence except for reasonable periods of vacations and illnesses. I understand that I cannot sublet or re-rent the unit.

I authorize CGP&H, Manchester Township or their agents to check for accuracy on any and all statements and representations made in this application.

Applicant _____

Co-Applicant _____

Exhibit 3: Resolution Authorizing Assistance - GRANT

**RESOLUTION AUTHORIZING AFFORDABILITY ASSISTANCE GRANT WITH
THE OWNER OF AN AFFORDABLE HOUSING UNIT LOCATED _____**

WHEREAS, _____ rents property located at _____, Block No. _____, Lot No. _____, which property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the property as an Affordable Housing unit; and

WHEREAS, the tenant has requested an Affordability Assistance Program grant from the Affordable Housing Trust Fund; and

WHEREAS, the Township is willing to extend a grant to the tenant in the amount of _____ .

NOW THEREFORE BE IT RESOLVED on this _____ day of _____, _____, by the Township Council of Manchester, County of Ocean, State of New Jersey, that:

1. The Mayor, Administrator, Clerk and attorney are hereby authorized to execute an Affordability Assistance Program grant with the owner/renter of an Affordable Housing unit located at _____, Block No. _____, Lot No. _____.

I do hereby certify that the foregoing is a true copy of a resolution passed by the _____ at a meeting duly held on the ____ day of _____, _____.

Municipal Clerk

Exhibit 4: Resolution Authorizing Assistance - LOAN

**RESOLUTION AUTHORIZING AN AFFORDABILITY ASSISTANCE LOAN
REPAYMENT AGREEMENT WITH THE OWNER OF AN AFFORDABLE HOUSING
UNIT LOCATED _____**

WHEREAS, _____ is purchasing property located at _____, Block No. _____, Lot No. _____, which property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the property as an Affordable Housing unit which, among other restrictions, restricts the property owner in financing the property or otherwise encumbering the property by way of mortgage, home equity loan, or other form of financing; and

WHEREAS, the property owner has requested an Affordability Assistance Program loan from the Affordable Housing Trust Fund; and

WHEREAS, the Township is willing to extend a loan to the property owner in the amount of _____ .

WHEREAS, it is appropriate for the Township to enter into an Agreement with the property owner setting forth the terms of the agreement at this time;

NOW THEREFORE BE IT RESOLVED on this _____ day of _____, _____, by the Township Committee of Manchester, County of Ocean, State of New Jersey, that:

1. The Mayor, Administrator, Clerk and attorney are hereby authorized to execute an Affordability Assistance Program Agreement with the owner of an Affordable Housing unit located at _____, Block No. _____, Lot No. _____.
2. A copy of the fully executed Agreement shall be kept on file with the Clerk. The original shall be kept in the unit file by the Administrative Agent.

I do hereby certify that the foregoing is a true copy of a resolution passed by the _____ at a meeting duly held on the _____ day of _____, _____.

Clerk

Exhibit 5: Affordability Assistance Program Repayment Agreement

MANCHESTER TOWNSHIP

AFFORDABILITY ASSISTANCE PROGRAM REPAYMENT AGREEMENT

THIS AGREEMENT made on the _____ day of _____, _____ is between _____(hereafter "Owner") whose address is _____ and Manchester Township, with offices at 1 Colonial Drive, Manchester, NJ 08759 (hereafter "Township") Collectively, the "Owner" and the "Township" referred to herein as the "Parties":

WHEREAS, Owner is purchasing property located at _____, described more specifically as Block No. _____ Lot No. _____, located in the _____ development (hereafter "Property"); and

WHEREAS, the Property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the Property as an Affordable Housing unit which, among other restrictions, restricts the Owner in financing the Property or otherwise encumbering the Property by way of mortgage, home equity loan, or other forms of financing; and

WHEREAS, the Township is willing to extend a loan to Owner in the amount of _____ ; and

WHEREAS, the Owner will sign a mortgage note and record a mortgage on the Property in the principal amount of \$ _____; and

WHEREAS, the Parties wish to memorialize the agreement between them by way of this Affordable Housing Loan Repayment Agreement (hereinafter "Agreement");

NOW THEREFORE IT IS AGREED on this _____ day of _____, _____, by and between the Parties as follows:

1. Owner acknowledges that s/he is aware, and herein reaffirms her understanding, that the Property is and will continue to be governed by the Affordable Housing rules, regulations and restrictions because it is an Affordable Housing unit under the control of the Township.
2. Owner understands and agrees at the time of purchase that the restrictions on the Property, which state that s/he cannot make application for any second money mortgages or refinance any first money mortgages as it may apply to the Affordable Housing unit in excess of the maximum restricted mortgage amount

and not until prior written approval has been obtained from the Administrative Agent.

3. Owner acknowledges and agrees that the Deed to be signed by the Owner at closing contains the recorded restrictions that govern the Property, which provide that "Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.."
4. Owner acknowledges and agrees that there will be a tertiary loan placed on the unit recorded after this Affordability Assistance mortgage, which applies the affordability control deed restriction pursuant to the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 *et seq.*).
5. Owner acknowledges and agrees that the Township, pursuant to its Affordable Housing regulations, has the right to foreclose on the Property as a result of any violation of the deed restrictions pertaining to the Property by the Owner and, if successful, the Township can retain all equity in the Property.
6. The Township agrees to extend a loan of \$_____ to the Owner for the exclusive use _____.
7. The loan principal is forgiven at a rate of 10% per year for a period of 10 years and is secured by a second mortgage and note.
8. In the event that Owner fails to make any and all necessary payments required by the within Agreement, or otherwise breaches the terms of this Agreement, the Township shall have the right to immediately file a lawsuit, or pursue any other rights that it may have, to remedy the breach and otherwise enforce the Affordable Housing statutes, ordinances, rules and regulations.
9. In the event that Owner fails to make any and all payments when due, the Township shall be entitled to accelerate the repayment obligation to make the full amount immediately due (plus interest, if applicable).

10. This Agreement shall be construed in accordance with the laws of the State of New Jersey.
11. This Agreement constitutes the entire Agreement between the Parties. No amendments or modifications to this Agreement shall have any force or effect unless in writing and executed by both Parties.
12. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
13. This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties hereto have signed and executed this Agreement as of the date indicated above.

Municipality

Attest:

Attest:

STATE OF NEW JERSEY:

SS

COUNTY OF _____ :

I CERTIFY that on _____, 201, _____ personally came before me and acknowledged under oath, to my satisfaction, that he/she:

- (a) was the maker of the attached instrument; and,
- (b) executed this instrument as his or her own act.

Signed and sworn to before me

On _____, _____

STATE OF NEW JERSEY:

SS

COUNTY OF _____ :

I CERTIFY that on _____, _____ personally came before me and acknowledged under oath, to my satisfaction, that:

(a) s/he is the Township Clerk of Manchester Township, the municipal corporation named in this document;

(b) s/he is the attesting witness to the signing of this document by _____, _____ (title) _____ of Manchester Township

(c) this document was signed and delivered Manchester Township as its voluntary act duly authorized by a proper resolution of the Township Council

(d) s/he knows the proper seal of the _____ which was affixed to this document; and

(e) s/he signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On _____, 201

Exhibit 6: Mortgage Securing Payment of Affordability Assistance Program Note

MANCHESTER TOWNSHIP

MORTGAGE SECURING PAYMENT OF AFFORDABILITY ASSISTANCE PROGRAM NOTE

THIS MORTGAGE, made on this the ____ day of _____, ____ by and between _____, (the "OWNER") and Manchester Township (the "Municipality"), in connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed an Affordability Assistance Program Mortgage Note (the "Note") dated _____. The Owner promises to pay to the Municipality amounts due under the Affordability Assistance Program Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid as described in the Mortgage Note, the sum of \$[insert amount].

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Manchester in the County of Ocean, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. _____ Lot No. _____, and known by the street address:

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*). The rights given to the Municipality are covenants running with the land. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;
2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3. The Owner fails to make any payment required by the Note;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7. NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount

less than the maximum resale price that would be applicable were the Control Period still in effect.

Article 11. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq.

Article 13. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

Article 14. ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the State.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

ATTEST:

Signature of (Owner)

Signature (Co-Owner)

STATE OF NEW JERSEY)

) ss:

COUNTY OF _____)

BE IT REMEMBERED, that on this the _____ day of _____, 20____ the subscriber _____ appeared personally before me (*If more than one person signed the foregoing mortgage and appeared before me, the words “the subscriber” and “the Owner” shall include all such persons*) and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me, _____ on the date set forth above.

NOTARY PUBLIC

Exhibit 7: Recapture Mortgage Note for Affordability Assistance Program

MANCHESTER TOWNSHIP

RECAPTURE MORTGAGE NOTE FOR AFFORDABILITY ASSISTANCE PROGRAM

THIS NOTE is dated as of _____, _____. For value received _____ (referred to "Owner") promises to pay to Manchester Township, which has its principal offices at 1 Colonial Drive, Manchester, NJ 08759 (the "Municipality"), the amounts specified in this Note and promises to abide by the terms contained below.

Article 1. REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Owner is giving the Municipality a "Mortgage To Secure Payment of Affordability Assistance Program Note" (the "MORTGAGE"), dated _____, of the property described below (the "PROPERTY"). The Mortgage covers real estate owned by the Owner. The Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price (MRP) that would be applicable were the Control Period still in effect, as those terms are defined in Article 2 of the Mortgage.

Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS

This is a no interest deferred loan in the amount of \$XXXXXXX will be for ten (10) years. The loan principal is forgiven at 10% per year for a period of 10 years. After ten (10) years, the loan is fully forgiven at the next resale. If sold before ten (10) years, the prorated loan amount shall be repaid by the applicant to the Manchester Township Affordable Housing Trust Fund.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of _____ in the County of _____, State of New Jersey, described more specifically as Block No. _____ Lot No._____, and known by the street address: _____.

Article 4. WAIVER OF FORMAL ACTS

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

Article 5. RESPONSIBILITY UNDER NOTE

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

The Owner agrees to the terms of this Note by signing below.

ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated:

ATTEST:

By:

Signature (Owner)

Signature (Co-Owner)

8. Presbyterian Homes

3204 Hilltop Road. (Block 82.09, L14.01).

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
CONFIRMING THE TOWNSHIP'S FINANCIAL
COMMITMENT FOR THE PROJECT KNOWN
AS PHS SENIOR LIVING FORMERLY KNOWN AS
PRESBYTERIAN HOMES & SERVICES, INC.**

WHEREAS, PHS Senior Living, formerly known as Presbyterian Homes & Services, Inc., a New Jersey Non-Profit Corporation (the "Corporation") to be formed upon receipt of a fund reservation from the U.S. Department of Housing & Urban Development ("HUD"), plans to develop a low and moderate income housing project located in the Township of Manchester (the "Project");

WHEREAS, PHS Senior Living, Inc., (the "Sponsor") will be applying for a fund reservation through the HUD's Section 202 program; and,

WHEREAS, the Project will provide eighty-three units of senior affordable housing to persons meeting the very-low income criteria established by HUD;

WHEREAS, the Project will benefit the Township of Manchester and its residents by providing a greater opportunity for senior affordable housing;

WHEREAS, the Section 202 program is a competitive funding application process with HUD;

WHEREAS, for the application to be competitive it must contain written evidence of firm commitments towards the development and operation of the proposed Project, including financial assistance from the local government; and

WHEREAS, the Township of Manchester is willing to make a monetary commitment to the Corporation that will be provided to the Project when it reaches "Initial Closing" with HUD ("Initial Closing" is the date when HUD provides the Project with financing. Construction of the Project is required to commence within sixty (60) days of Initial Closing);

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey as follows:

1. That the Township of Manchester is committing \$736,250.00 from the Affordable Housing Trust Fund to be paid to Corporation when the Project receives a fund reservation and proceeds to Initial Closing at HUD.
2. That the Township Clerk shall forward a certified copy of this Resolution to all parties in interest.

CERTIFICATION

I, Marie S. Pellecchia, Township Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council at a meeting held on the 9TH day of **April, 2007.**


Marie S. Pellecchia, RMC
Township Clerk

K. H. Vanderziel
Council President

Certification as to the Availability of Funds Under the Local
Finance Board of the Division of Local Government
Rules and Regulations

I am the Financial Officer charged with the responsibility of maintaining the financial records of the Township of Manchester; and

I do hereby certify to the Township Council of the Township of Manchester that on 4-9-07, as follows:

1. Adequate funds are available in an amount sufficient to defray the expenditure of money by the Township of Manchester under the following proposed contract which is pending approval by the governing body.
2. Said funds are in the form of:
 - (A) A budget appropriation in the official budget adopted pursuant to the Local Budget Law, and the specific line item appropriation of said budget to which the contract will be properly charged in accordance with the controller function is _____.
 - or-
 - (B) A capital fund improvement authorization pursuant to an Ordinance entitled _____
and the contract will be properly charged to said Ordinance in accordance with the controller function.
 - or-
 - (C) An emergency appropriation pursuant to a Resolution adopted and entitled _____
and the contract will be properly charged to said Resolution in accordance with the controller function.
 - or-
 - (D) Funds are available now, in an appropriation entitled Affordable Housing Trust \$736,250.00 but the nature of the contract is such that the service may not be performed for some time, and, on this basis, the funds may not be available at the time the service is required. If such is the case, the contract will be null and void as per N.J.S.A. 40A:4-57
 - or-
 - (E) A Temporary Budget adopted by the Township Council and said contract will be provided for in full in the finally adopted budget and said budget to which the contract will be properly charged in accordance with the controller function is _____.
3. The funds certified as being available for the aforementioned contract have not been certified as being available for any other contract now pending or in force.



William J. Garofalo,

**9. Birchwood (Willows) at Whiting
1110 Route 70. (Block 83.01, L7.03).**

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, TO PROVIDE A PAYMENT IN LIEU OF TAXES (PILOT) PROGRAM FOR THIRTY (30) YEARS FROM ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR PROPERTY KNOWN AND DESIGNATED AS 1110 ROUTE 70, BLOCK 83.01, LOT 7.03 IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 55:14K-1 ET SEQ.

WHEREAS, Ingerman Development Company, LLC (hereinafter referred to as the "Sponsor") proposes to construct a 76 unit age restricted low/moderate income housing project located at 1110 Route 70, Block 83.01, Lot 7.03 (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1 et seq., and all applicable guidelines (the foregoing hereinafter referred to as the "HMFA Requirements ") within the Township of Manchester (hereinafter referred to as the "Municipality") on the aforementioned site; and

WHEREAS, the Project will be subject to the HMFA Requirement and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, pursuant to the provisions of the HMFA Requirements, the Governing Body of the Municipality hereby determines that there is a need for this housing project in the Municipality; and

WHEREAS, the Sponsor has presented to the Governing Body a revenue projection for the Project which sets forth the anticipated revenue to be received by the Sponsor from the operation of the Project as estimated by the Sponsor and the Agency, a copy of which is on file at the Office of the Township Clerk and can be viewed during normal business hours.

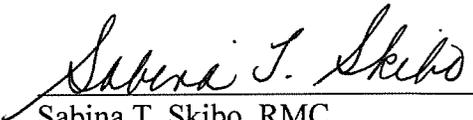
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Manchester (the "Council") that:

- (1) The Council finds and determines that the proposed Project will meet or meets an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in the conformity with the provisions of the HMFA Requirements with the intent and purpose that the Agency shall rely thereon in making a mortgage loan to the Sponsor, which shall construct, own and operate the Project; and

- (3) The Council does hereby adopt the within Resolution with the further intent and purpose that from the date of execution of the Agency mortgage, the proposed Project, including both the land and improvements thereon, will be exempt from real property taxation as provided in the HMFA Requirements, provided that payments in lieu of taxes for municipal services supplied to the Project are made to the municipality in such amounts and manner set forth in the Agreement for Payments in Lieu of Taxes attached hereto as Exhibit "B"; and
- (5) The Council hereby authorizes and directs the Mayor of the Township of Manchester to execute, on behalf of the municipality, the Agreement for Payments in Lieu of Taxes in substantially the form annexed hereto as Exhibit "B"; and
- (6) The Council understands and agrees that the revenue projections set forth in Exhibit "A" are estimates and that the actual payments in lieu of taxes to be paid by the Sponsor to the municipality shall be determined pursuant to the Agreement for Payments in Lieu of Taxes executed between the Sponsor and municipality.
- (7) That the Township Clerk shall forward a certified copy of this Resolution to the following:
 - A. Mayor
 - B. Tax Collector
 - C. Tax Assessor
 - D. Township Administrator
 - E. Ingerman Development Company, LLC

CERTIFICATION

I, Sabina T. Skibo, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council on the 10th day of August 2015.



Sabina T. Skibo, RMC
Manchester Township Clerk

**PROJECTED PILOT Calculation
Willows at Whiting, Manchester, NJ
Annual Service Charge**

	Year	1	2	3	4	5	6	7	8	9	10
Gross Potential Income		647,137	666,331	686,100	706,462	727,435	749,038	771,288	794,206	817,812	842,125
Less: Vacancy	7.00%	(45,300)	(46,643)	(48,027)	(49,452)	(50,920)	(52,433)	(53,990)	(55,594)	(57,247)	(58,949)
Effective Gross Income		601,838	619,688	638,073	657,010	676,515	696,605	717,298	738,612	760,565	783,176
Less: Common Utilities		(72,000)	(74,880)	(77,875)	(80,990)	(84,230)	(87,599)	(91,103)	(94,747)	(98,537)	(102,478)
Adjusted Income		529,838	544,808	560,198	576,020	592,285	609,006	626,195	643,865	662,028	680,698
Projected PILOT Payment @ 6.28%		\$ 33,274	\$ 34,214	\$ 35,180	\$ 36,174	\$ 37,196	\$ 38,246	\$ 39,325	\$ 40,435	\$ 41,575	\$ 42,748

**PROJECTED PILOT Calculation
Willows at Whiting, Manchester, NJ
Annual Service Charge**

	Year	11	12	13	14	15	16	17	18	19	20
Gross Potential Income		867,168	892,963	919,531	946,896	975,082	1,004,114	1,034,017	1,064,816	1,096,540	1,129,216
Less: Vacancy	7.00%	(60,702)	(62,507)	(64,367)	(66,283)	(68,256)	(70,288)	(72,381)	(74,537)	(76,758)	(79,045)
Effective Gross Income		806,467	830,455	855,164	880,613	906,826	933,826	961,635	990,279	1,019,782	1,050,170
Less: Common Utilities		(106,578)	(110,841)	(115,274)	(119,885)	(124,681)	(129,668)	(134,855)	(140,249)	(145,859)	(151,693)
Adjusted Income		699,889	719,615	739,889	760,728	782,146	804,158	826,781	850,030	873,923	898,477
Projected PILOT Payment @ 6.28%	\$	43,953	\$ 45,192	\$ 46,465	\$ 47,774	\$ 49,119	\$ 50,501	\$ 51,922	\$ 53,382	\$ 54,882	\$ 56,424

**PROJECTED PILOT Calculation
Willows at Whiting, Manchester, NJ**

Annual Service Charge	Year									
	21	22	23	24	25	26	27	28	29	30
Gross Potential Income	\$1,163,092	\$1,197,985	\$1,233,924	\$1,270,942	\$1,309,070	\$1,348,342	\$1,388,793	\$1,430,457	\$1,473,370	\$1,517,571
Less: Vacancy	(81,416)	(83,859)	(86,375)	(88,966)	(91,635)	(94,384)	(97,215)	(100,132)	(103,136)	(106,230)
Effective Gross Income	1,081,676	1,114,126	1,147,550	1,181,976	1,217,435	1,253,958	1,291,577	1,330,325	1,370,234	1,411,341
Less: Common Utilities	(157,761)	(164,071)	(170,634)	(177,460)	(184,558)	(191,940)	(199,618)	(207,603)	(215,907)	(224,543)
Adjusted Income	923,915	950,055	976,915	1,004,517	1,032,878	1,062,018	1,091,959	1,122,722	1,154,328	1,186,798
Projected PILOT Payment @ 6.28%	\$ 58,022	\$ 59,663	\$ 61,350	\$ 63,084	\$ 64,865	\$ 66,695	\$ 68,575	\$ 70,507	\$ 72,492	\$ 74,531

10. North Ocean Habitat for Humanity
1833 Sixth Avenue. (Block 1.127, Lot 30, 31, 32)

1519 BLOCK 1.127 LOT 30

QUAL.

UPDATED ON 092112

-----OWNER INFORMATION-----

ROMANO, MARIA & LAWSON, ARVIE
1833 SIXTH AVE
TOMS RIVER NJ 08757

-----PROPERTY INFORMATION-----

PROP LOC: 1833 SIXTH AVE
PROPERTY CLASS 2 ACCOUNT# 1070
BLDG DESC 1SF 1372
LAND/ACRE 75X100 / .17
ADDITIONL LOTS COAH UNIT

DED AMT #OWN 01
BANK# MORT# SS#

ZONE R10 MAP 7.01 USER#1 #2 PLP
BULT 2012 UNITS 01 BCLASS 17
VCS PLP SFLA 01372

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 062512 15269 1063 135000 Z 07
-1: 050707 13629 01012 20000 26
-2: 101091 1

-----TENANT REBATE-----
BASE YR TAXES FLAG
15 3357.45 N

---VALUES---
LAND 75000
IMPR 60000

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

-----TAXES-----
15 TOTAL 3357.45
16 HALF1 1678.73
16 TOTAL .00
17 HALF1 .00
SPTAX CDS:

NET 135000
OLDDID: 1.127 31

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

①



INSTR # 2012077652 OR BK 15269 PG 1063 08/01/2012 08:26:49 AM
SCOTT M. COLABELLA COUNTY CLERK, OCEAN COUNTY NEW JERSEY
RTF TOTAL TAX \$135.00

DC

COUNTY OF OCEAN	
CONSIDERATION	135,000
REALTY TRANSFER FEE	2,205
DATE	8/1/12 BY

Prepared By: [Signature]
Stephen B. Kotzas, Esq.

**New Construction
Deed**

**To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt**

THIS DEED is made on this the 25 day of June, 2012 by and between

NORTHERN OCEAN HABITAT FOR HUMANITY, INC., a New Jersey Not for Profit Corporation,
whose address is P.O. Box 1754, 1201 Route 166, Toms River, NJ, 08754 (Grantor) and

MARIA ROMANO and ARVIE LAWSON,
Whose address is about to be 1833 Sixth Avenue, Toms River, NJ 08757 (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One Hundred Thirty Five Thousand Dollars and Zero Cents (\$135,000.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, which is located in the municipality of Township of Manchester, County of Ocean, State of New Jersey, and described more specifically as Block No. 1.127, Lot No. 30, 31, 32 and known by the street address:

1833 Sixth Avenue
Toms River, NJ 08757

The property being conveyed herewith is more particularly described in Schedule "A" attached hereto.

Being the same premises conveyed to Grantor herein by Deed from A&M Homes, dated August 6, 2009 and recorded September 1, 2009 in Deed Book 14399 at Page 847 and by Deed Gilda Murdoch dated May 7, 2007 and recorded May 9, 2007 in Deed Book 13629 at Page 1012.

Article 3. Grantor's Covenant-

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

⑧
\$110 chg 12 Berry

COPY

**REVISED SCHEDULE A
DESCRIPTION OF LAND**

ALL THAT CERTAIN PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON IN THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN AND STATE OF NEW JERSEY:

BEING KNOWN AND DESIGNATED AS PROPOSED LOT 30 IN BLOCK 1.127 ON A MAP ENTITLED "MINOR SUBDIVISION LOTS 21 AND 31 BLOCK 1.127 MANCHESTER TOWNSHIP, OCEAN COUNTY, NEW JERSEY" DULY FILED IN THE OCEAN COUNTY CLERK'S OFFICE ON DECEMBER 30, 2008 AS MAP K-3690.

THE ABOVE PREMISES ARE MORE CURRENTLY DESCRIBED IN ACCORDANCE WITH A SURVEY MADE BY FLANNERY, WEBB & HANSEN, DATED MAY 30, 12 AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SIXTH AVENUE, DISTANT 100.00 FEET WESTERLY FROM THE NORTHWEST INTERSECTION OF SIXTH AVENUE AND BEACON STREET AND RUNNING:

- 1. ALONG THE NORTHERLY LINE OF SIXTH AVENUE, SOUTH 76 DEGREES 53 MINUTES 18 SECONDS WEST, 75.00 FEET TO A POINT;**
- 2. NORTH 13 DEGREES 06 MINUTES 42 SECONDS WEST, 100.00 FEET TO A POINT;**
- 3. NORTH 76 DEGREES 59 MINUTES 18 SECONDS EAST, 75.00 FEET TO A POINT;**
- 4. SOUTH 13 DEGREES 06 MINUTES 42 SECONDS EAST, 100.00 FEET TO A POINT IN THE NORTHERLY LINE OF SIXTH AVENUE, BEING THE POINT AND PLACE OF BEGINNING.**

ALSO KNOWN AS LOT 30 IN BLOCK 1.127 ON THE TOWNSHIP OF MANCHESTER TAX MAP.

LV

**MID-STATE ABSTRACT COMPANY, 207 HOOPER AVENUE, P.O. BOX 413, TOMS RIVER, NEW JERSEY 08754
PHONE (732) 244-3000 - FAX (732) 244-3924
TITLE NO. - MS-150205-1
NORTHERN OCEAN HABITAT / ROMANO AND LAWSON**



State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (see Instructions, page 2):

Name(s) Northern Ocean Habitat for Humanity

Current Resident Address P.O. Box 1754

City, Town, Post Office Toms River State NJ Zip Code 08754

PROPERTY INFORMATION (Brief Property Description):

Block(s) 1, 127 Lot(s) 30, 31, 32 Qualifier _____

Street Address 1833 Sixth Avenue

City, Town, Post Office Manchester State NJ Zip Code 08757

Seller's Percentage of Ownership 100 Consideration \$135,000.00 Closing Date _____

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and NON-residents):

1. I am a resident taxpayer (individual, estate or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
 No non-like kind property received.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004) and was previously unrecorded.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box , I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date
6/25/12
Date

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact
Joseph R. Keach, Asst. Secy
Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact
Joseph R. Keach

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY } COUNTY <u>OCEAN</u>	SS. County Municipal Code <u>1519</u>	FOR RECORDER'S USE ONLY Consideration \$ <u>135,000</u> RTF paid by seller \$ <u>135</u> † Date <u>8/1/12</u> By <u>NKH</u>
--	--	---

† Use symbol "C" to indicate that fee is exclusively for county use.

(1) **PARTY OR LEGAL REPRESENTATIVE** (Instructions 3 and 4 attached)
Deponent, Northern Ocean Habitat for Humanity, being duly sworn according to law upon his/her oath deposes and says that he/she is the grantor in a deed dated _____ transferring real property identified as Block No. 1.127 Lot No. 30,31,32 located at 1833 Sixth Avenue, Toms River, NJ 08757 and annexed thereto.
(Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

(2) **CONSIDERATION:** \$ _____ (Instructions 1 and 5) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A is required.

(6A) **REQUIRED CALCULATION of Equalized Valuation for all Class 4A (Commercial) Property Transactions:**
(Instructions 6A and 7)
Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation
_____ ÷ _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(4) **FULL EXEMPTION FROM FEE:** (Instruction 8)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail.

(5) **PARTIAL EXEMPTION FROM FEE:** (Instruction 9) NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.
Deponent claims that this deed transaction is exempt from the State's portion of the Basic Fee, Supplemental Fee and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. **SENIOR CITIZEN** (Instruction 9)
 Grantor(s) 62 years of age or over.*
 Owned and occupied by grantor(s) at time of sale.
 One- or two-family residential premises.
 Resident of the State of New Jersey.
 Owners as joint tenants must all qualify.

B. **BLIND PERSON** (Instruction 9)
 Grantor(s) legally blind.*
 Owned and occupied by grantor(s) at time of sale.
 One- or two-family residential premises.
 Resident of the State of New Jersey.
 Owners as joint tenants must all qualify.
*** IN THE CASE OF HUSBAND AND WIFE OR STATUTORY PARTNER, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.**

DISABLED PERSON (Instruction 9)
 Grantor(s) permanently and totally disabled.*
 Grantor(s) receiving disability payments.*
 Grantor(s) not gainfully employed.*
 Owned and occupied by grantor(s) at time of sale.
 One- or two-family residential premises.
 Resident of the State of New Jersey.
 Owners as joint tenants must all qualify.

C. **LOW AND MODERATE INCOME HOUSING** (Instruction 9)
 Affordable according to HUD standards.
 Meets income requirements of region.
 Reserved for occupancy.
 Subject to resale controls.

(6) **NEW CONSTRUCTION** (Instructions 2, 10 and 12)
 Entirely new improvement.
 Not previously used for any purpose.
 "New Construction" printed clearly at top of the first page of the deed.

(7) **RELATED LEGAL ENTITIES TO LEGAL ENTITIES** (Instructions 5, 12 and 14)
 No prior mortgage assumed or to which property is subject at time of sale.
 No contributions to capital by either grantor or grantee legal entity.
 No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 25th day of June, 2012
Joseph R. Reed Signature of Deponent
Joseph R. Reed Grantor Name
1201 Route 1166, P.O. Box 1754 Dependent Address
1201 Route 1166, Toms River, NJ 08757 Grantor Address at Time of Sale
XXX-XX-X Last 3 digits in Grantor's Soc. Sec. No. NOHEH Name/Company of Settlement Officer

Stephen B. Kotcas Notary Public
County recording officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.
Attorney at law

FOR OFFICIAL USE ONLY	
Instrument Number _____	County <u>Ocean</u>
Deed Number _____	Book _____ Page _____
Deed Dated <u>6/25/12</u>	Date Recorded <u>8/1/12</u>

State of New Jersey - Division of Taxation, P.O. Box 251, Trenton, NJ 08695-0251, Attention: Realty Transfer Fee Unit
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: <http://www.state.nj.us/treasury/taxation/lpt/localtax.shtml>.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Township of Manchester, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Northern Ocean Habitat for Humanity, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by Northern Ocean Habitat for Humanity, which shall have a right of first refusal, with a 15 day expiration period.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

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

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

NORTHERN OCEAN HABITAT
FOR HUMANITY, INC.

Witness

Thomas Spina, President

Witness

Joseph R. Read
Joseph R. Read, Secretary

STATE OF NEW JERSEY:

:SS

COUNTY OF OCEAN :

On this 15 day of June 2012, Thomas Spina, personally came before me and stated under oath to my satisfaction that:

- (a) these person(s) were the signer of this document
- (b) This instrument was signed by Thomas Spina, who is the President of the entity named in this instrument, and were fully authorized to and did execute this instrument on its behalf;
- (c) made this Deed for \$135,000.00 as full and actual consideration paid or to be paid for the transfer of title.
- (d) The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

Alex Varone

Notary Public of New Jersey



MORTGAGE

Prepared by: Stephen B. Kotzas
Stephen B. Kotzas

This Mortgage is made on JUNE 25, 2012

BETWEEN the Borrower(s) MARIA ROMANO and ARVIE LAWSON, individually

whose address is about to be 1833 Sixth Avenue, Manchester, New Jersey

referred to as "T",

AND the Lender NORTHERN OCEAN HABITAT FOR HUMANITY, a non-profit corporation of the State of New Jersey

Whose address is P.O. Box 1754, 1201 Route 166, Toms River, NJ 08754

referred to as the "Lender"

If more than one Borrower signs this Mortgage, the word "T" shall me each Borrower named above. The word "Lender" means the original Lender and anyone else who takes this Mortgage by transfer.

Mortgage Note. In return for a loan that I received, I promise to pay \$135,000.00 (called "principal"), plus interest in accordance with the terms of a Mortgage Note dated today, (referred to as the "Note"). The Note provides to make monthly payments of \$375.00 and a yearly interest rate of 0%. All sums owed under the Note are due no later than August 1, 2042. All terms of the Note are made part of this Mortgage.

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

All that certain lot, parcel or tract of land, situate and being known as Block 1.027, Lot 30, lying in the Township of Manchester, County of Ocean and State of New Jersey being more particularly described in the Schedule A attached hereto.

Rights Given to Lender. I Mortgage the Property to the Lender. This means that I give the Lender those rights stated in this Mortgage and also those rights the law gives to Lenders who hold mortgages on real property. When I pay all amounts due to the Lender under the Note and this Mortgage, the Lender's rights under this Mortgage will end. The Lender will then cancel this Mortgage at my expense.

Promises. I make the following promises to the Lender:

1. **Note and Mortgage.** I will comply with all the terms of the Note and this Mortgage.
2. **Payments.** I will make all payments required by the Note and this Mortgage.
3. **Ownership.** I warrant title to the premises (N.J.S.A. 46:9-2). This means I own the Property and will defend my ownership against all claims.

6 NB
\$ 80 chy 12 Berry

**REVISED SCHEDULE A
DESCRIPTION OF LAND**

ALL THAT CERTAIN PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON IN THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN AND STATE OF NEW JERSEY:

BEING KNOWN AND DESIGNATED AS PROPOSED LOT 30 IN BLOCK 1.127 ON A MAP ENTITLED "MINOR SUBDIVISION LOTS 21 AND 31 BLOCK 1.127 MANCHESTER TOWNSHIP, OCEAN COUNTY, NEW JERSEY" DULY FILED IN THE OCEAN COUNTY CLERK'S OFFICE ON DECEMBER 30, 2008 AS MAP K-3690.

THE ABOVE PREMISES ARE MORE CURRENTLY DESCRIBED IN ACCORDANCE WITH A SURVEY MADE BY FLANNERY, WEBB & HANSEN, DATED MAY 30, 12 AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SIXTH AVENUE, DISTANT 100.00 FEET WESTERLY FROM THE NORTHWEST INTERSECTION OF SIXTH AVENUE AND BEACON STREET AND RUNNING;

- 1. ALONG THE NORTHERLY LINE OF SIXTH AVENUE, SOUTH 76 DEGREES 53 MINUTES 18 SECONDS WEST, 75.00 FEET TO A POINT;**
- 2. NORTH 13 DEGREES 06 MINUTES 42 SECONDS WEST, 100.00 FEET TO A POINT;**
- 3. NORTH 76 DEGREES 59 MINUTES 18 SECONDS EAST, 75.00 FEET TO A POINT;**
- 4. SOUTH 13 DEGREES 06 MINUTES 42 SECONDS EAST, 100.00 FEET TO A POINT IN THE NORTHERLY LINE OF SIXTH AVENUE, BEING THE POINT AND PLACE OF BEGINNING.**

ALSO KNOWN AS LOT 30 IN BLOCK 1.127 ON THE TOWNSHIP OF MANCHESTER TAX MAP.

LV

**MID-STATE ABSTRACT COMPANY, 207 HOOPER AVENUE, P.O. BOX 413, TOMS RIVER, NEW JERSEY 08754
PHONE (732) 244-3000 - FAX (732) 244-3924
TITLE NO. - MS-150205-1
NORTHERN OCEAN HABITAT / ROMANO AND LAWSON**

4. **Liens and Taxes.** I will pay all liens, taxes, assessments and other government charges made against the Property when due. I will not claim any deduction from the taxable value of the Property because of this Mortgage. I will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

5. **Insurance.** I must maintain extended coverage insurance on the Property. The Lender may also require that I maintain flood insurance or other types of insurance. The insurance companies, policies, amounts and types of coverage must be acceptable to the Lender. I will notify the Lender in the event of any substantial loss or damage. The Lender may then settle the claim on my behalf if I fail to do so. All payments from the insurance company must be payable to the Lender under a "standard mortgage clause" in the insurance policy. The Lender may use any proceeds to repair and restore the Property or to reduce the amount due under the Note and this Mortgage. This will not delay the due date for any payment under the Note and this Mortgage.

6. **Repairs.** I will keep the Property in good repair, neither damaging nor abandoning it. I will allow the Lender to inspect the Property upon reasonable notice to me.

7. **Statement of Amount Due.** Upon request of the Lender, I will certify to the Lender in writing: (a) the amount due on the Note and this Mortgage, and (b) whether or not I have any defense to my obligations under the Note and this Mortgage.

8. **Rent.** I will not accept rent from any tenant for more than one month in advance. I know that renting is subject to the Affordable Housing Restrictions.

9. **Lawful Use.** I will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

Eminent Domain. All or part of the Property may be taken by a government entity for public use. If this occurs, I agree that any compensation be given to the Lender. The Lender may use this to repair and restore the Property or to reduce the amount owed on the Note and this Mortgage. This will not delay the due date for any further payment under the Note and this Mortgage. Any remaining balance will be paid to me.

Tax and Insurance Escrow. If the Lender requests, I will make regular monthly payments to the Lender of: (a) 1/12 of the yearly real estate taxes and assessments on the Property; and (b) 1/12 of the yearly cost of insurance on the Property. These payments will be held by the Lender without interest to pay the taxes, assessments and insurance premiums as they become due.

Payments Made for Borrower(s). If I do not make all of the repairs or payments as agreed in this Mortgage, the Lender may do so for me. The cost of the repairs and payments will be added to the principal, will bear interest at the same rate provided in the Note and will be repaid to the Lender upon demand.

Default. The Lender may declare that I am in default on the Note and this Mortgage if:

- (a) I fail to make any payment required by the Note and this Mortgage within ten days after its due date;
- (b) I fail to keep any other promise I make in this Mortgage;
- (c) The ownership of the Property is changed for any reason;
- (d) The holder of any lien on the Property starts foreclosure proceedings; or
- (e) Bankruptcy, insolvency or receivership proceedings are started by or against any of the Borrowers;
- (f) The sale of this Property is further encumbered pursuant to Affordable Housing Guidelines, N.J.A.C. 17:26-1, et seq., which is evidenced by a recapture mortgage and recapture note in favor of the Township of Manchester.

Payment Due Upon Default. If the Lender declares that I am in default, I must immediately pay the full amount of all unpaid principal, interest, other amounts due on the Note and this Mortgage and the Lender's costs of collection and reasonable attorney fees.

Lender's Rights Upon Default. If the Lender declares that the Note and this Mortgage are in default, the Lender will have all rights given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:

- (a) take possession of and manage the Property, including the collection of rents and profits;
- (b) have a court appoint a receiver to accept rent for the Property (I consent to this);
- (c) start a court action, known as a foreclosure, which will result in a sale of the Property to reduce my obligations under the Note and this Mortgage; and
- (d) sue me for any money that I owe the Lender.

Notices. All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the addresses given in this Mortgage. Address changes may be made upon notice to the other party.

Right of First Refusal. Borrower covenants and agrees that in the event it shall desire to sell or otherwise convey the Property or any part of the Property before the Note has been paid in full and all terms of this Mortgage complied with, Borrower shall first offer the Property to Lender, or Lender's successor in interest, in the following manner:

- (a) Borrower shall serve notice in writing to Lender or its successor in interest, by registered mail, return receipt requested. The notice shall indicate that Borrower has a bona fide written offer for the sale of the Property, the name and address of the person desiring to purchase the Property, and the sales price and other terms of the sale. The notice shall also contain an offer to sell the Property to the Lender, or its successor in interest, upon the terms and conditions set forth in the bona fide offer.
- (b) For a period of fifteen (15) days after the receipt of the notice, Lender, or its successor in interest shall have the right to purchase the Property in accordance with the terms of the bona fide offer, provided, however, that Lender shall have the right to receive a credit toward the purchase price of the Property from Lender in the amount of the outstanding principal balance due under the Note and the Second Note. If Lender, or its successor in interest, fails to exercise the right to purchase set forth in this Paragraph, Borrower may sell or convey the Property to the party making the bona fide offer, but only at the price and the terms specified in the notice. In the event Lender timely notified Borrower that it elects to purchase the Property on the terms provided in the notice set forth in the preceding paragraph, Lender and Borrower shall promptly, but no later than sixty (60) days after the date of notice from Lender to Borrower, execute such usual and customary documents as shall be required in order to consummate such transaction.

Sale of Property. In the event the Property shall be sold (including, without limitation, any foreclosure sale or transfer by deed in lieu of foreclosure), refinanced or otherwise encumbered by Borrower, there shall be due and payable to Lender, in addition to the then unpaid principal balance, a share of the Appreciate in Value (defined below) of the Property.

- (a) The Appreciate in Value shall be computed as the difference between (i) the proceeds of any sale or of any new mortgage loan, net of normal sales and closing costs and (ii) Ownership Basis (defined below) of Borrower. The "Ownership Basis" shall be the sum of the initial cost of the Property actually paid by Borrower to the Lender and the actual reasonable cost of any improvements actually made by Borrower to the Property, at its own expense, provided that such improvements and the cost thereof shall have been approved in writing by Lender.
- (b) In addition, the entire proceeds of any subordinate or junior mortgage loan other than the Second Mortgage actually paid by Borrower shall be deemed to be Appreciation in Value.
- (c) If any such sale, refinancing or encumbering shall occur within three (3) years from the date of the Mortgage, all of such Appreciate in Value shall be payable to Lender.
- (d) After three (3) years from the date of this Mortgage, Lender shall be entitled to that amount expressed as a percentage of the Appreciation in Value, if any, equal to one

hundred, minus the product of the percentage of the original percentage amount actually paid on the Note, multiplied by two (2). For example, if Borrower has repaid to Lender fifteen (15%) percent of the amount evidenced thereby, Lender shall retain seventy (70%) percent of the Appreciation in Value.

(e) Notwithstanding the above, the sale of this property is governed by the restrictions in the Deed executed along with this document.

Usury Savings Clause. Notwithstanding any other provisions herein, the aggregate interest rate charged hereunder or under the Note, including all charges, fees, payments of Appreciation in Value or other payments in connection herewith or therewith deemed in the nature of interest under applicable law shall not exceed the Highest Lawful Rate (defined below). It is the intention of the Lender and Borrower to conform strictly to any applicable usury laws. Accordingly, if Lender contracts for, charges or receives any consideration which constitutes interest in excess of Highest Lawful Rate, than any such excess shall be canceled automatically and, if previously paid, shall at Lender's option be applied to the outstanding principal balance under the Note or be refunded to the Borrower. As used in this paragraph, the term "Highest Lawful Rate" means the maximum lawful interest rate, if any, that at any time or from time to time may be contracted for, charged, or received under the laws applicable to Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum nonsurious interest rate than applicable laws now allow.

No Waiver by Lender. Lender may exercise any right under this Mortgage or under any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

Each Person Liable. This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Lender may enforce any of the provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

No Oral Changes. This Mortgage can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.

Copy Received. I ACKNOWLEDGE RECEIPT OF A TRUE COPY OF THIS MORTGAGE WITHOUT CHARGE.

Signatures. I agree to the terms of this Mortgage. If the Borrower is a corporation, its property corporate officers sign and its corporate seal is affixed.

WITNESSED or ATTESTED BY:

Maria Romano (Seal)
Maria Romano

Arvie Lawson (Seal)
Arvie Lawson

STATE OF NEW JERSEY, COUNTY OF OCEAN

SS.:

I CERTIFY that on June ²⁵, 2012

Maria Romano and Arvie Lawson, personally come 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 document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

William McKinnon, Esq.
Attorney at Law of New Jersey

RKR

Berry Sahradinik
Kotzas + Bensum
212 Hooper Ave
PO Box 757
Toms River, NJ 08754

This is not a certified copy

③



INSTR # 2012077654 OR BK 15269 PG 1077 08/01/2012 08:26:49 AM
SCOTT M. COLABELLA COUNTY CLERK, OCEAN COUNTY NEW JERSEY

State of New Jersey
Department of Community Affairs
New Jersey Housing and Mortgage Finance Agency
Township of Manchester

Affordable Housing Program

Recapture Mortgage

To Secure Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

This is not a certified copy

THIS MORTGAGE, made on this the 25 day of June, 2012 by and between Maria Romano and Arvie Lawson, (the "OWNER") and the Township of Manchester (the "Municipality"), in connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed a Recapture Mortgage Note (the "Note") dated June 25 2012. The Owner promises to pay to the Municipality amounts due under the Repayment Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid upon the first non-exempt sale of the Property, as provided under the rules of the New Jersey Housing and Mortgage Finance Agency set forth in N.J.A.C. 5:80-26.1 et seq. Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of \$75,000.00, pursuant to N.J.A.C. 5:80-26.5(c)] to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Township of Manchester in the County of Ocean, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. 1.127 Lot No. 30, and known by the street address:

1833 Sixth Avenue
Manchester, NJ

⑤ WS
\$ 70,000.00 Berry

**REVISED SCHEDULE A
DESCRIPTION OF LAND**

ALL THAT CERTAIN PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON IN THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN AND STATE OF NEW JERSEY:

BEING KNOWN AND DESIGNATED AS PROPOSED LOT 30 IN BLOCK 1.127 ON A MAP ENTITLED "MINDY SUBDIVISION LOTS 21 AND 31 BLOCK 1.127 MANCHESTER TOWNSHIP, OCEAN COUNTY, NEW JERSEY" DULY FILED IN THE OCEAN COUNTY CLERK'S OFFICE ON DECEMBER 30, 2008 AS MAP K-3690.

THE ABOVE PREMISES ARE MORE CURRENTLY DESCRIBED IN ACCORDANCE WITH A SURVEY MADE BY FLANNERY, WEBB & HANSEN, DATED MAY 30, 12 AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SIXTH AVENUE, DISTANT 100.00 FEET WESTERLY FROM THE NORTHWEST INTERSECTION OF SIXTH AVENUE AND BEACON STREET AND RUNNING;

- 1. ALONG THE NORTHERLY LINE OF SIXTH AVENUE, SOUTH 76 DEGREES 53 MINUTES 18 SECONDS WEST, 75.00 FEET TO A POINT;**
- 2. NORTH 13 DEGREES 06 MINUTES 42 SECONDS WEST, 100.00 FEET TO A POINT;**
- 3. NORTH 76 DEGREES 59 MINUTES 18 SECONDS EAST, 75.00 FEET TO A POINT;**
- 4. SOUTH 13 DEGREES 06 MINUTES 42 SECONDS EAST, 100.00 FEET TO A POINT IN THE NORTHERLY LINE OF SIXTH AVENUE, BEING THE POINT AND PLACE OF BEGINNING.**

ALSO KNOWN AS LOT 30 IN BLOCK 1.127 ON THE TOWNSHIP OF MANCHESTER TAX MAP.

LV

**MID-STATE ABSTRACT COMPANY, 207 HOOPER AVENUE, P.O. BOX 413, TOMS RIVER, NEW JERSEY 08754
PHONE (732) 244-3000 - FAX (732) 244-3924
TITLE NO. - MS-150205-1
NORTHERN OCEAN HABITAT / ROMANO AND LAWSON**

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the State, gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*). The rights given to the Municipality are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Owner and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;
2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3. The Owner fails to make any payment required by the Note;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7. NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED, OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to

exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price that would be applicable were the Control Period still in effect.

Article 11. SUBSEQUENT OWNERS

This Mortgage shall not be released, with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

Article 12. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq..

Article 13. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

Article 14. ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the Municipality.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

ATTEST:

By:

Maria Romano
Maria Romano

Arvie Lawson
Arvie Lawson

Attorney at Law of New Jersey

STATE OF NEW JERSEY)

) ss:

COUNTY OF OCEAN

BE IT REMEMBERED, that on this the 25 day of June, 2012 the subscriber Maria Romano and Arvie Lawson appeared personally before me (If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons) and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me, William McKinnon, Esq. on the date set forth above.

William McKinnon, Esq.
Attorney at Law of New Jersey

Rell
Berry Schradnik
Kotzas + Benson
212 Hooper Ave
PO Box 757
Toms River, NJ 08754

NOTICE OF REAL ESTATE SETTLEMENT

**MID-STATE ABSTRACT COMPANY
207 HOOPER AVENUE
P.O. BOX 413
TOMS RIVER, N.J. 08754**

=====
NAME: NORTHERN OCEAN HABITAT FOR HUMANITY INC.
ADDRESS: 1833 SIXTH AVENUE
MANCHESTER, NEW JERSEY

SELLER [X] MORTGAGOR []

=====
NAME: MARIA ROMANO AND ARVEY LAWSON
ADDRESS: ABOUT TO BE: 1833 SIXTH AVENUE
MANCHESTER, NEW JERSEY

PURCHASER [X]

=====
NAME: NORTHERN OCEAN HABITAT FOR HUMANITY INC. ITS SUCCESSORS AND/OR ASSIGNS
AS THEIR INTEREST MAY APPEAR
ADDRESS: C/O WILLIAM H. MCKINNON ESQUIRE
P.O. BOX 496
LAVALLETT, NEW JERSEY

MORTGAGEE [X]

=====
**NOTICE IS GIVEN OF A CONTRACT OR MORTGAGE COMMITMENT BETWEEN THE PARTIES HERETO.
THE LANDS TO BE AFFECTED ARE AS FOLLOWS:**

**LOT 30, BLOCK 1.127, (TAX MAP) A/K/A: 1833 SIXTH AVENUE
TOWNSHIP OF MANCHESTER, OCEAN COUNTY, NEW JERSEY**

[X] CHARGE MSA ACCOUNT #50

DATE: 6/5/12

MS-150205

STATE OF NEW JERSEY, COUNTY OF OCEAN SS:

**I CERTIFY THAT ON JUNE 5, 2012, STEPHEN M. ARBACHESKY PERSONALLY CAME BEFORE ME AND
STATED TO MY SATISFACTION THAT HE:**

- (A) WAS THE MAKER OF THE WITHIN INSTRUMENT**
- (B) WAS AUTHORIZED TO AND DID EXECUTE THIS INSTRUMENT AS VICE PRESIDENT OF
MID-STATE ABSTRACT COMPANY, THE ENTITY NAMED IN THIS INSTRUMENT; AND**
- (C) EXECUTED THIS INSTRUMENT AS THE ACT OF THE ENTITY NAMED IN THIS INSTRUMENT.**

[Signature]
STEPHEN M. ARBACHESKY
VICE PRESIDENT

[Signature]
CHARLES F. ARBACHESKY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 9/18/2012

*to chrg
#50
midstate
rp.*

INST # 2012057109 OR BK 15220 Pg 1216 06/07/2012 08:48:51 AM
SCOTT H. COLABELLA COUNTY CLERK, OCEAN COUNTY, NEW JERSEY



11. North Ocean Habitat for Humanity
3081 Patricia Court. (Block 2, Lot 776.04)

1519 BLOCK 2 LOT 776.04

QUAL.

UPDATED ON 080210

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

FOREST, CHERYL L
3081 PATRICIA CT
MANCHESTER NJ

08759

PROP LOC: 3081 PATRICIA CT
PROPERTY CLASS 2 ACCOUNT#
BLDG DESC 1SF 1352
LAND/ACRE 89X124 / .25
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

COAH UNIT
ZONE R10A MAP 1 USER#1 #2 05
BULT 2006 UNITS 01 BCLASS 16
VCS 05 SFLA 01352

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 101806 13382 896 85000 Z 07
-1: 050605 12602 00756 91300 A
-2: 071103 11539 00851 30000 A

-----TENANT REBATE-----
BASE YR TAXES FLAG
15 2442.46 N

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

---VALUES---
LAND 35000
IMPR 63209
EXM1
EXM2
EXM3
EXM4
NET 98209

-----TAXES-----
15 TOTAL 2442.46
16 HALF1 1221.23
16 TOTAL .00
17 HALF1 .00
SPTAX CDS:

OLDID: 2 776.4

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

Prepared By:

[Signature]
Stephen F. Kotzas, Esq.

**New Construction
Deed**

**To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt**

THIS DEED is made on this the 18th day of October, 2006 by and between

NORTHERN OCEAN HABITAT FOR HUMANITY, INC., a New Jersey Not for Profit Corporation,
whose address is P.O. Box 1754, Route 166, Toms River, NJ, 08754 (Grantor) and

CHERYL L. FOREST,

Whose address is about to be 3081 Patricia Court, Manchester, NJ 08757(Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Eighty Five Thousand Dollars and Zero Cents (\$85,000.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Manchester Township, County of Ocean, State of New Jersey, and described more specifically as Block No. 2, Lot No. 776.04, and known by the street address:

3081 Patricia Court
Manchester, NJ 08757

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject

COUNTY OF OCEAN
CONSIDERATION 85,000.00
REALTY TRANSFER FEE Exempt
DATE 10-18-06 BY SB

95-145480
MID-STATE ABSTRACT COMPANY
207 HOOPER AVENUE
P.O. BOX 413
TOMS RIVER, NJ 08754
(732) 244-3000

midstate
90-chg 50

INST # 2006169284 DR BK 13382 PG 0896 10/24/2006 12:18:14 PM
CARL M. BLACK COUNTY CLERK - OCEAN COUNTY NEW JERSEY

**REVISED SCHEDULE A
DESCRIPTION OF LAND**

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN AND STATE OF NEW JERSEY:

BEING KNOWN AND DESIGNATED AS LOT 776.04 ON MAP ENTITLED "PLAN OF RICHARD ESTATES, SITUATED ON OCEAN COUNTY ROAD 571, TAX MAP SHEET 56, BLOCK A-45, PARCEL 76, MANCHESTER TOWNSHIP, OCEAN COUNTY, NEW JERSEY, JULY 1958, REVISED DECEMBER 1958" WHICH MAP WAS DULY FILED IN THE OCEAN COUNTY CLERK'S OFFICE ON JANUARY 13, 1959 AS MAP NO. B-427.

THE ABOVE PREMISES ARE MORE CURRENTLY DESCRIBED IN ACCORDANCE WITH A SURVEY MADE BY FLANNERY, WEBB & HANSEN, P.A., C.E., L.S., S.P., L.A., E.C., DATED AUGUST 3, 2003 AND REVISED TO JUNE 30, 2006 AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF PATRICIA COURT DISTANT 276.30 FEET NORTHERLY FROM THE NORTHWESTERLY INTERSECTION OF RIDGEWAY ROAD (ALSO KNOWN AS OCEAN COUNTY ROAD NO. 571) AND PATRICIA COURT AND RUNNING;

- 1. NORTH 52 DEGREES 43 MINUTES 00 SECONDS WEST, 123.50 FEET TO A POINT;**
- 2. NORTH 37 DEGREES 17 MINUTES 00 SECONDS EAST, 89.40 FEET TO A POINT;**
- 3. SOUTH 52 DEGREES 43 MINUTES 00 SECONDS EAST, 123.50 FEET TO A POINT IN THE WESTERLY LINE OF PATRICIA COURT;**
- 4. ALONG THE WESTERLY LINE OF PATRICIA COURT SOUTH 37 DEGREES 17 MINUTES 00 SECONDS WEST, 89.40 FEET TO THE POINT AND PLACE OF BEGINNING.**

COMMONLY KNOWN AS 3081 PATRICIA COURT, MANCHESTER TOWNSHIP, NEW JERSEY.

ALSO KNOWN AS LOT 776.04 IN BLOCK 2 ON THE TOWNSHIP OF MANCHESTER TAX MAP.

ML

**MID-STATE ABSTRACT COMPANY, 207 HOOPER AVENUE, P.O. BOX 413, TOMS RIVER, NEW JERSEY 08754
PHONE (732) 244-3000 - FAX (732) 244-3924
TITLE NO. - MS-145480
NORTHERN OCEAN HABITAT / FOREST**



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)
 NORTHERN OCEAN HABITAT FOR HUMANITY, INC.
 Current Resident Address:
 Street: P.O. BOX 1754
 City, Town, Post Office State Zip Code
 TOMS RIVER NJ 08754

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier	
2430 Church Road, Toms River	776.04		
Street Address: 3081 PATRICIA COURT			
City, Town, Post Office		State	Zip Code
MANCHESTER		NJ	08757
Seller's Percentage of Ownership	Consideration	Closing Date	
100%	85,000.00	10/18/2008	

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

- I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
- The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C.s. 121.
- I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
- Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
- The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
- The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
- Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and to the best of my knowledge and belief, it is true, correct and complete.

10/18/08
 Date
 10/18/08
 Date

U. Joseph Reul, President
 Signature
 (Seller) Please indicate if Power of Attorney or Attorney In Fact
U. Joseph Reul, Secretary
 Signature
 (Seller) Please indicate if Power of Attorney or Attorney In Fact

MUST SUBMIT IN DUPLICATE
RTF-1 (Rev. 8/11/08)

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY	
Consideration	\$ 85,000.00
RTF paid by seller	\$ EXEMPT
Date	10-25-06 By HJ

COUNTY OCEAN } SS. County Municipal Code 1519

MUNICIPALITY OF PROPERTY LOCATION MANCHESTER

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions # 3 and #4 on reverse side)

Deponent, JOSEPH READ, PRESIDENT being duly sworn according to law upon his/her oath, (Name) deposes and says that he/she is the GRANTOR in a deed dated 10/18/2006 transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.) real property identified as Block number 8 Lot number 776.04 located at 308 PATRICIA COURT, MANCHESTER and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 85,000.00 (See Instructions #1 and #5 on reverse side)

(3) Property transferred is Class 4A 4B 4C. (circle one) If Class 4A, calculation in Section 3A is required:

(3A) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: (See Instructions #5A and 7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Valuation

\$ _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

By or to the United States of America, this state, or any instrumentality, agency or subdivision

(5) PARTIAL EXEMPTION FROM FEE (See Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) 62 years of age or over; * (See Instruction #9 on reverse side for A or B)
- B. { BLIND PERSON Grantor(s) legally blind or; *
- DISABLED PERSON Grantor(s) permanently and totally disabled Receiving disability payments Not gainfully employed*

Senior citizens, blind or disabled persons must also meet all of the following criteria.

- Owned and occupied by grantor(s) at time of sale.
- One or two-family residential premises.
- Resident of the State of New Jersey.
- Owners as joint tenants must all qualify.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #9 on reverse side)

- Affordable according to H.U.D. standards.
- Meets income requirements of region.
- Rehearsed for occupancy.
- Subject to resale controls.

(6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side)

- Entirely new improvement.
- Not previously used for any purpose.
- Not previously occupied.
- "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fees submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 18 day of OCTOBER, 2008

Stephan B. Katz
Stephan B. Katz
Attorney at Law of the State of New Jersey

Joseph Read
signature of Deponent
R.O. BOX 1754, TOMS RIVER
Deponent Address

NORTHERN OCEAN HFH
Grantor Name
P.O. BOX 1754, TOMS RIVER
Grantor Address at Time of Sale
WILLIAM MCKINNON, ESQ.
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number	County <u>Ocean</u>
Deed Number	Book _____ Page _____
Deed Dated <u>10-18-06</u>	Date Recorded <u>10-25-06</u>

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08646-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/lpt/localtax.htm

to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by Manchester Township, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Northern Ocean Habitat for Humanity, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by Northern Ocean Habitat for Humanity, which shall have a right of first refusal, with a 15 day expiration period.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

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

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

NORTHERN OCEAN HABITAT
FOR HUMANITY, INC.

Witness
[Signature]

Joseph R. Read
Joseph R. Read, President

Witness
[Signature]
June Kreutzer, Secretary

STATE OF NEW JERSEY:
:ss
COUNTY OF OCEAN :

On this 18th day of October 2006, Joseph R. Read and June Kreutzer, personally came before me and stated under oath to my satisfaction that:

- (a) these person(s) were the signer of this document
- (b) This instrument was signed by Joseph R. Read and June Kreutzer, who are the President and the Secretary of the entity named in this instrument, and were fully authorized to and did execute this instrument on its behalf;
- (c) made this Deed for \$85,000.00 as full and actual consideration paid or to be paid for the transfer of title.
- (d) The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

[Signature]
STEPHEN B. KOTZAS, ESQUIRE
ATTORNEY AT LAW OF NEW JERSEY

RECORD AND RETURN:

WILLIAM H. MCKINNON ESQUIRE
76 GRAND CENTRAL AVENUE
P.O. BOX 496
LAVALLETTTE, NEW JERSEY 08735

copy

MORTGAGE

Prepared by: Stephen B. Kotzas

This Mortgage is made on October 18, 2006

BETWEEN the Borrower(s) **CHERYL L. FOREST**, individually

whose address is about to be 3081 Patricia Court, Toms River, New Jersey 08757

referred to as "I",

AND the Lender **NORTHERN OCEAN HABITAT FOR HUMANITY**, a non-profit corporation of the State of New Jersey

Whose address is P.O. Box 1754, Route 166, Toms River, NJ 08754

referred to as the "Lender"

If more than one Borrower signs this Mortgage, the word "I" shall me each Borrower named above. The word "Lender" means the original Lender and anyone else who takes this Mortgage by transfer.

Mortgage Note. In return for a loan that I received, I promise to pay \$85,000.00 (called "principal"), plus interest in accordance with the terms of a Mortgage Note dated today, (referred to as the "Note"). The Note provides to make monthly payments of \$236.11 and a yearly interest rate of 0%. All sums owed under the Note are due no later than November 1, 2036. All terms of the Note are made part of this Mortgage.

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

All that certain lot, parcel or tract of land, situate and being known as Block 2, Lot 776.04, lying in the Township of Manchester, County of Ocean and State of New Jersey being more particularly described in the Schedule A attached hereto.

Rights Given to Lender. I Mortgage the Property to the Lender. This means that I give the Lender those rights stated in this Mortgage and also those rights the law gives to Lenders who hold mortgages on real property. When I pay all amounts due to the Lender under the Note and this Mortgage, the Lender's rights under this Mortgage will end. The Lender will then cancel this Mortgage at my expense.

Promises. I make the following promises to the Lender:

1. **Note and Mortgage.** I will comply with all the terms of the Note and this Mortgage.
2. **Payments.** I will make all payments required by the Note and this Mortgage.
3. **Ownership.** I warrant title to the premises (N.J.S.A. 46:9-2). This means I own the Property and will defend my ownership against all claims.

MID-STATE ABSTRACT COMPANY
207 HOOPER AVENUE
P.O. BOX 413
TOMS RIVER, NJ 08754
(732) 244-3000

INSTR # 20061692285 DR BK 13382 PG 0902 10/23/2006 12:18:34 PM
CARL W. BLDCK COUNTY CLERK, OCEAN COUNTY NEW JERSEY

**REVISED SCHEDULE A
DESCRIPTION OF LAND**

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN AND STATE OF NEW JERSEY:

BEING, KNOWN AND DESIGNATED AS LOT 776.04 ON MAP ENTITLED "PLAN OF RICHARD ESTATES, SITUATED ON OCEAN COUNTY ROAD 571, TAX MAP SHEET 56, BLOCK A-45, PARCEL 76, MANCHESTER TOWNSHIP, OCEAN COUNTY, NEW JERSEY, JULY 1958, REVISED DECEMBER 1958" WHICH MAP WAS DULY FILED IN THE OCEAN COUNTY CLERK'S OFFICE ON JANUARY 13, 1959 AS MAP NO. B-427.

THE ABOVE PREMISES ARE MORE CURRENTLY DESCRIBED IN ACCORDANCE WITH A SURVEY MADE BY FLANNERY, WEBB & HANSEN, P.A., C.E., L.S., S.P., L.A., E.C., DATED AUGUST 3, 2003 AND REVISED TO JUNE 30, 2006 AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF PATRICIA COURT DISTANT 276.30 FEET NORTHERLY FROM THE NORTHWESTERLY INTERSECTION OF RIDGEWAY ROAD (ALSO KNOWN AS OCEAN COUNTY ROAD NO. 571) AND PATRICIA COURT AND RUNNING;

- 1. NORTH 52 DEGREES 43 MINUTES 00 SECONDS WEST, 123.50 FEET TO A POINT;**
- 2. NORTH 37 DEGREES 17 MINUTES 00 SECONDS EAST, 89.40 FEET TO A POINT;**
- 3. SOUTH 52 DEGREES 43 MINUTES 00 SECONDS EAST, 123.50 FEET TO A POINT IN THE WESTERLY LINE OF PATRICIA COURT;**
- 4. ALONG THE WESTERLY LINE OF PATRICIA COURT, SOUTH 37 DEGREES 17 MINUTES 00 SECONDS WEST, 89.40 FEET TO THE POINT AND PLACE OF BEGINNING.**

COMMONLY KNOWN AS 3081 PATRICIA COURT, MANCHESTER TOWNSHIP, NEW JERSEY.

ALSO KNOWN AS LOT 776.04 IN BLOCK 2 ON THE TOWNSHIP OF MANCHESTER TAX MAP.

ML

**MID-STATE ABSTRACT COMPANY, 207 HOOPER AVENUE, P.O. BOX 413, TOMS RIVER, NEW JERSEY 08754
PHONE (732) 244-3000 - FAX (732) 244-3924
TITLE NO. - MS-145480
NORTHERN OCEAN HABITAT / FOREST**

4. **Liens and Taxes.** I will pay all liens, taxes, assessments and other government charges made against the Property when due. I will not claim any deduction from the taxable value of the Property because of this Mortgage. I will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

5. **Insurance.** I must maintain extended coverage insurance on the Property. The Lender may also require that I maintain flood insurance or other types of insurance. The insurance companies, policies, amounts and types of coverage must be acceptable to the Lender. I will notify the Lender in the event of any substantial loss or damage. The Lender may then settle the claim on my behalf if I fail to do so. All payments from the insurance company must be payable to the Lender under a "standard mortgage clause" in the insurance policy. The Lender may use any proceeds to repair and restore the Property or to reduce the amount due under the Note and this Mortgage. This will not delay the due date for any payment under the Note and this Mortgage.

6. **Repairs.** I will keep the Property in good repair, neither damaging nor abandoning it. I will allow the Lender to inspect the Property upon reasonable notice to me.

7. **Statement of Amount Due.** Upon request of the Lender, I will certify to the Lender in writing: (a) the amount due on the Note and this Mortgage, and (b) whether or not I have any defense to my obligations under the Note and this Mortgage.

8. **Rent.** I will not accept rent from any tenant for more than one month in advance.

9. **Lawful Use.** I will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

Eminent Domain. All or part of the Property may be taken by a government entity for public use. If this occurs, I agree that any compensation be given to the Lender. The Lender may use this to repair and restore the Property or to reduce the amount owed on the Note and this Mortgage. This will not delay the due date for any further payment under the Note and this Mortgage. Any remaining balance will be paid to me.

Tax and Insurance Escrow. If the Lender requests, I will make regular monthly payments to the Lender of: (a) 1/12 of the yearly real estate taxes and assessments on the Property; and (b) 1/12 of the yearly cost of insurance on the Property. These payments will be held by the Lender without interest to pay the taxes, assessments and insurance premiums as they become due.

Payments Made for Borrower(s). If I do not make all of the repairs or payments as agreed in this Mortgage, the Lender may do so for me. The cost of the repairs and payments will be added to the principal, will bear interest at the same rate provided in the Note and will be repaid to the Lender upon demand.

Default. The Lender may declare that I am in default on the Note and this Mortgage if:
(a) I fail to make any payment required by the Note and this Mortgage within ten days after its due date;
(b) I fail to keep any other promise I make in this Mortgage;
(c) The ownership of the Property is changed for any reason;
(d) The holder of any lien on the Property starts foreclosure proceedings; or
(e) Bankruptcy, insolvency or receivership proceedings are started by or against any of the Borrowers.

Payment Due Upon Default. If the Lender declares that I am in default, I must immediately pay the full amount of all unpaid principal, interest, other amounts due on the Note and this Mortgage and the Lender's costs of collection and reasonable attorney fees.

Lender's Rights Upon Default. If the Lender declares that the Note and this Mortgage are in default, the Lender will have all rights given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:

- (a) take possession of and manage the Property, including the collection of rents and profits;
- (b) have a court appoint a receiver to accept rent for the Property (I consent to this);
- (c) start a court action, known as a foreclosure, which will result in a sale of the Property to reduce my obligations under the Note and this Mortgage; and
- (d) sue me for any money that I owe the Lender.

Notices. All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the addresses given in this Mortgage. Address changes may be made upon notice to the other party.

Right of First Refusal. Borrower covenants and agrees that in the event it shall desire to sell or otherwise convey the Property or any part of the Property before the Note has been paid in full and all terms of this Mortgage complied with, Borrower shall first offer the Property to Lender, or Lender's successor in interest, in the following manner:

- (a) Borrower shall serve notice in writing to Lender or its successor in interest, by registered mail, return receipt requested. The notice shall indicate that Borrower has a bona fide written offer for the sale of the Property, the name and address of the person desiring to purchase the Property, and the sales price and other terms of the sale. The notice shall also contain an offer to sell the Property to the Lender, or its successor in interest, upon the terms and conditions set forth in the bona fide offer.
- (b) For a period of fifteen (15) days after the receipt of the notice, Lender, or its successor in interest shall have the right to purchase the Property in accordance with the terms of the bona fide offer, provided, however, that Lender shall have the right to receive a credit toward the purchase price of the Property from Lender in the amount of the outstanding principal balance due under the Note and the Second Note. If Lender, or its successor in interest, fails to exercise the right to purchase set forth in this Paragraph, Borrower may sell or convey the Property to the party making the bona fide offer, but only at the price and the terms specified in the notice. In the event Lender timely notified Borrower that it elects to purchase the Property on the terms provided in the notice set forth in the preceding paragraph, Lender and Borrower shall promptly, but no later than sixty (60) days after the date of notice from Lender to Borrower, execute such usual and customary documents as shall be required in order to consummate such transaction.

Sale of Property. In the event the Property shall be sold (including, without limitation, any foreclosure sale or transfer by deed in lieu of foreclosure), refinanced or otherwise encumbered by Borrower, there shall be due and payable to Lender, in addition to the then unpaid principal balance, a share of the Appreciate in Value (defined below) of the Property.

- (a) The Appreciate in Value shall be computed as the difference between: (i) the proceeds of any sale or of any new mortgage loan, net of normal sales and closing costs and (ii) Ownership Basis (defined below) of Borrower. The "Ownership Basis" shall be the sum of the initial cost of the Property actually paid by Borrower to the Lender and the actual reasonable cost of any improvements actually made by Borrower to the Property, at its own expense, provided that such improvements and the cost thereof shall have been approved in writing by Lender.
- (b) In addition, the entire proceeds of any subordinate or junior mortgage loan other than the Second Mortgage actually paid by Borrower shall be deemed to be Appreciate in Value.
- (c) If any such sale, refinancing or encumbering shall occur within three (3) years from the date of the Mortgage, all of such Appreciate in Value shall be payable to Lender.
- (d) After three (3) years from the date of this Mortgage, Lender shall be entitled to that amount expressed as a percentage of the Appreciation in Value, if any, equal to one hundred, minus the product of the percentage of the original percentage amount actually paid on the Note, multiplied by two (2). For example, if Borrower has repaid to Lender fifteen (15%) percent of the amount evidenced thereby, Lender shall retain seventy (70%) percent of the Appreciation in Value.

Unsure Savings Clause. Notwithstanding any other provisions herein, the aggregate interest rate charged hereunder or under the Note, including all charges, fees, payments of Appreciation in Value or other payments in connection herewith or therewith deemed in the nature of interest under applicable law shall not exceed the Highest Lawful Rate (defined below). It is the intention of the Lender and Borrower to conform strictly to any applicable usury laws. Accordingly, if Lender contracts for, charges or receives any consideration which constitutes interest in excess of Highest Lawful Rate, than any such excess shall be canceled automatically and, if previously paid, shall at Lender's option be applied to the outstanding principal balance under the Note or be refunded to the Borrower. As used in this paragraph, the term "Highest Lawful Rate" means the maximum lawful interest rate, if any, that at any time or from time to time may be contracted for, charged, or received under the laws applicable to Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum nonsurious interest rate than applicable laws now allow.

No Waiver by Lender. Lender may exercise any right under this Mortgage or under any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

Each Person Liable. This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Lender may enforce any of the provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

No Oral Changes. This Mortgage can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.

Copy Received. I ACKNOWLEDGE RECEIPT OF A TRUE COPY OF THIS MORTGAGE WITHOUT CHARGE.

Signatures. I agree to the terms of this Mortgage. If the Borrower is a corporation, its property corporate officers sign and its corporate seal is affixed.

WITNESSED or ATTESTED BY:

[Signature]
CHERYL L. FOREST (Seal)

STATE OF NEW JERSEY, COUNTY OF OCEAN

SS.:

I CERTIFY that on October 18, 2006

CHERYL L. FOREST, personally come 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 document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

R/R

NOTARY PUBLIC

William H. McInnes
Attorney at Law 7 NJ

STEPHEN B. KOTZAS ESQUIRE
BERRY SAHRADNIK KOTZAS RIORDAN & BENSON
212 HOOPER AVENUE, P.O. BOX 757
TOMS RIVER, NEW JERSEY 08754-0757

State of New Jersey
Department of Community Affairs
New Jersey Housing and Mortgage Finance Agency
Manchester Township

Affordable Housing Program

Repayment Mortgage

To Secure Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS MORTGAGE, made on this the 18th day of October, 2006 by and between Chery L. Forest, (the "OWNER") and the Township of Manchester (the "Municipality"), in connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed a Recapture Mortgage Note (the "Note") dated October 18, 2006. The Owner promises to pay to the State amounts due under the Repayment Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid upon the first non-exempt sale of the Property, as provided under the rules of the New Jersey Housing and Mortgage Finance Agency set forth in N.J.A.C. 5:80-26.1 et seq. Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of \$165,000.00, pursuant to N.J.A.C. 5:80-26.5(c) to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Manchester Township in the County of Ocean, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. 2 Lot No. 776.04, and known by the street address:

3081 Patricia Court
Manchester, NJ 08757

MS-145480
MID-STATE ABSTRACT COMPANY
207 HOOPER AVENUE
P.O. BOX 413
TOMS RIVER, NJ 08754
(732) 244-3000

Midstate

⑤ 70 Chy 056

INST # 2006169286 DR BK 13382 PG 0907 10/24/2006 12:18:11 PM
CARL W. BLOCK COUNTY CLERK, OCEAN COUNTY NEW JERSEY

**REVISED SCHEDULE A
DESCRIPTION OF LAND**

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN AND STATE OF NEW JERSEY:

BEING KNOWN AND DESIGNATED AS LOT 776.04 ON MAP ENTITLED "PLAN OF RICHARD ESTATES, SITUATED ON OCEAN COUNTY ROAD 571, TAX MAP SHEET 56, BLOCK A-45, PARCEL 76, MANCHESTER TOWNSHIP, OCEAN COUNTY, NEW JERSEY, JULY 1958, REVISED DECEMBER 1958" WHICH MAP WAS DULY FILED IN THE OCEAN COUNTY CLERK'S OFFICE ON JANUARY 13, 1959 AS MAP NO. B-427.

THE ABOVE PREMISES ARE MORE CURRENTLY DESCRIBED IN ACCORDANCE WITH A SURVEY MADE BY FLANNERY, WEBB & HANSEN, P.A., C.E., L.S., S.P., L.A., E.C., DATED AUGUST 3, 2003 AND REVISED TO JUNE 30, 2006 AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF PATRICIA COURT DISTANT 276.30 FEET NORTHERLY FROM THE NORTHWESTERLY INTERSECTION OF RIDGEWAY ROAD (ALSO KNOWN AS OCEAN COUNTY ROAD NO. 571) AND PATRICIA COURT AND RUNNING;

- 1. NORTH 52 DEGREES 43 MINUTES 00 SECONDS WEST, 123.50 FEET TO A POINT;**
- 2. NORTH 37 DEGREES 17 MINUTES 00 SECONDS EAST, 89.40 FEET TO A POINT;**
- 3. SOUTH 52 DEGREES 43 MINUTES 00 SECONDS EAST, 123.50 FEET TO A POINT IN THE WESTERLY LINE OF PATRICIA COURT;**
- 4. ALONG THE WESTERLY LINE OF PATRICIA COURT SOUTH 37 DEGREES 17 MINUTES 00 SECONDS WEST, 89.40 FEET TO THE POINT AND PLACE OF BEGINNING.**

COMMONLY KNOWN AS 3081 PATRICIA COURT, MANCHESTER TOWNSHIP, NEW JERSEY.

ALSO KNOWN AS LOT 776.04 IN BLOCK 2 ON THE TOWNSHIP OF MANCHESTER TAX MAP.

ML

**MID-STATE ABSTRACT COMPANY, 207 HOOPER AVENUE, P.O. BOX 413, TOMS RIVER, NEW JERSEY 08754
PHONE (732) 244-3000 - FAX (732) 244-3924
TITLE NO. - MS-145480
NORTHERN OCEAN HABITAT / FOREST**

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the State, gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*). The rights given to the Municipality are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Owner and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;
2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3. The Owner fails to make any payment required by the Note;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7. NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price that would be applicable were the Control Period still in effect.

Article 11. SUBSEQUENT OWNERS

This Mortgage shall not be released, with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

Article 12. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq..

Article 13. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

Article 14. ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the State.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

ATTEST:

Cheryl L. Forest
Cheryl L. Forest

STATE OF NEW JERSEY)

) ss:

COUNTY OF OCEAN)

BE IT REMEMBERED, that on this the 18th day of October, 2006 the subscriber Cheryl L. Forest appeared personally before me (If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons) and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me, *William H. McLin* on the date set forth above.

NOTARY PUBLIC

William H. McLin
Attorney at Law

NEW JERSEY HOUSING & MORTGAGE FINANCE
637 SOUTH CLINTON AVENUE
P.O. BOX 18550
TRENTON, NEW JERSEY 08650-2085

Certified copy

NOTICE OF REAL ESTATE SETTLEMENT

INSTR # 2006136012
OR BK 13299 PG 1271
RECORDED 08/18/2006 10:40:28 AM
CARL W. BLOCK, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

MID-STATE ABSTRACT COMPANY
207 HOOPER AVE.
P.O. BOX 413
TOMS RIVER, N.J. 08754

NAME: NORTHERN OCEAN HABITAT FOR HUMANITY, INC.
ADDRESS: P.O. BOX 1754
ROUTE 166
TOMS RIVER, NEW JERSEY 08754

SELLER [XX] MORTGAGOR []

NAME: CHERYL L. FOREST
ADDRESS: TO BE: 3081 PATRICIA COURT
MANCHESTER TOWNSHIP, OCEAN COUNTY, NEW JERSEY

PURCHASER [XX]

NAME: NORTHERN OCEAN HABITAT FOR HUMANITY, INC.
ADDRESS: P.O. BOX 1754
ROUTE 166
TOMS RIVER, NEW JERSEY 08754

MORTGAGEE [XX]

NOTICE IS GIVEN OF A CONTRACT OR MORTGAGE COMMITMENT BETWEEN THE PARTIES
HERETO. THE LANDS TO BE AFFECTED ARE AS FOLLOWS:

LOT 776.04, BLOCK 2, (TAX MAP) A/K/A: 3081 PATRICIA COURT
MANCHESTER TOWNSHIP, OCEAN COUNTY, NEW JERSEY

ENCLOSED:
[XX] CHARGE MSA ACCOUNT # 50

DATE: 8/16/06

Stephen M. Arbachesky
STEPHEN M. ARBACHESKY
VICE PRESIDENT

MS-145480

STATE OF NEW JERSEY, COUNTY OF OCEAN SS:

I CERTIFY THAT ON AUGUST 16, 2006 STEPHEN M. ARBACHESKY PERSONALLY CAME BEFORE
ME AND STATED TO MY SATISFACTION THAT HE:

- (A) WAS THE MAKER OF THE WITHIN INSTRUMENT
- (B) WAS AUTHORIZED TO AND DID EXECUTE THIS INSTRUMENT AS VICE PRESIDENT OF
MID-STATE ABSTRACT COMPANY, THE ENTITY NAMED IN THIS INSTRUMENT; AND
- (C) EXECUTED THIS INSTRUMENT AS THE ACT OF THE ENTITY NAMED IN THIS INSTRUMENT.

CFA
CHARLES F. ARBACHESKY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 9/14/2007

Book 13299/Page 1271
D-47-110 # 050 - mid state Abst

12. North Ocean Habitat for Humanity
2643 Ridgeway Road. (Block 31.02, L2)

AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE SALE OF BLOCK 31.02 LOT 2 (2643 Ridgeway Rd.)

WHEREAS, the Township of Manchester is the owner of certain land as described as Block 31.02, Lot 2, commonly known as 2643 Ridgeway Road, Manchester, which is not needed for public use; and,

WHEREAS, the Township is authorized to sell said land by private sale in accordance with N.J.S.A. 40A:12-21 to a duly incorporated nonprofit housing corporation for the purpose of constructing housing for low or moderate income persons or families or handicapped persons; and,

WHEREAS, whenever a municipality endeavors to sell an undersized property and without capital improvements thereon; pursuant to N.J.S.A. 40A:12-13.2 the Township must accord the owners of properties contiguous thereto the right of first refusal.

NOW, THEREFORE, BE IT ORDAINED, by the governing body of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

SECTION 1. The Township Clerk is authorized to offer for private sale pursuant to N.J.S.A. 40A:12-13(b) all of the Township's right, title and interest in the land shown on the attached Schedule A, and described as a portion of Block 31.02 Lot 2, an area of 10,000 square feet to the owner or owners of real property contiguous thereto, as per the list attached hereto as Schedule B.

SECTION 2. That the minimum bid for the property shall be \$65,000.

SECTION 3. This Ordinance shall be published twice in a newspaper approved for legal publications, once not less than seven (7) days prior to the public hearing thereof in accordance with law applicable to the adoption of ordinances generally, and a second time within five (5) days after adoption hereof, at which time it shall also be posted on the bulletin board in the Municipal Building of the Township of Manchester and remain so posted for at least twenty (20) days thereafter. Sworn proof of such publication shall be filed by the Township Clerk with the Director of the State Division of Local Government Services in the Department of Community Affairs.

SECTION 4. Offers by such contiguous owner(s) to purchase the said contiguous parcel may be made in writing addressed to the Township Administrator, Township of Manchester, 1 Colonial Drive,

Manchester, NJ 08759, for a period of ten (10) days following the second advertisement hereof. The Township reserves the right to reject all bids in each instance where the highest bid is not accepted.

SECTION 5. In the event that more than one bid is received for the parcel from multiple contiguous owners thereof, only the highest such bid will be considered for acceptance or rejection.

SECTION 6. The conveyance of any such parcel to any party authorized by this Ordinance shall be by standard municipal Bargain and Sale Deed without covenants of the Grantor, subject to any statement or facts which an accurate survey would show, subject to all covenants, conditions, easements, liens and restrictions of record, as well as applicable ordinances of the Township of Manchester shall be without obligation of the Township of Manchester to provide access, public private, or any improvements thereon or thereto, with all sales being "as is" without any representation whatever as to character, quality or condition or otherwise, bidder being deemed to have inspected the premises bid upon and waived any objections to the conditions thereon.

SECTION 7. The parcel to the conveyed shall be deemed to merge and become one parcel for all purposes, including taxation and land use control, with the adjacent parcel owned by the successful bidder.

SECTION 8. The acceptance of any bid by the Township shall be subject to receipt within ten (10) days of such acceptance of a certified deposit check of the bidder (or cashier's check) in the amount of ten percent (10%) of the accepted bid price, which shall be non-refundable, the balance to be paid not later than thirty (30) days from the date of bid, again by certified or cashier's check, at which time title shall be conveyed to bidder by the Township and the Deed delivered therefore by the Township. Concurrently, with payment of the ten percent (10%) deposit, bidder shall execute an agreement to accept the terms and conditions of sale set forth herein on a form to be prescribed by the Township. The Township and successful bidder may mutually agree to extend said dates.

SECTION 9. In the event the bidder should for any reason not pay the balance due as above provided, the Township reserves the right to cancel the sale and retain the ten percent (10%) deposit as liquidated damages for non-performance. The sale is subject to the buyer's review of existing title and the ability to accept or reject same in its sole discretion. In the event title is not insurable by the bidder at prevailing rates by a reputable title insurance company, bidder's sole remedy shall be to give written notice

of cancellation of the bid to the Township within thirty (30) days of the date of bid. The Township shall refund the deposit, and there shall be no further obligation by either party to the other respecting said bid or any obligations created by the giving or acceptance of said bid.

SECTION 10. In the event that no contiguous property owners notify the Township of their intent to purchase the property, the Township Clerk is authorized to offer for private sale pursuant to N.J.S.A. 40A:12-21 all of the Township's right, title and interest in the land shown on the attached Schedule A, and described as a portion of Block 31.02 Lot 2, an area of 10,000 square feet to Habitat for Humanity for \$65,000.00 for the purpose of constructing affordable housing.

SECTION 11. That Habitat for Humanity shall, as a condition of such private purchase of land from the Township, enter into a Developers Agreement with the Township of Manchester within thirty (30) days of the offer of the Township Clerk, memorializing the terms of Agreement between the Township and Habitat for Humanity.

SECTION 12. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 12. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 13. This ordinance shall take effect after second reading and publication as required by law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Township Council on first reading at a meeting held on the **13th day of June, 2016 at 6:00 p.m.** The Ordinance will be considered for a second and final reading at a meeting of the Township Council which is scheduled for the **June 27, 2016 at 6:00 p.m.**, or as soon thereafter as the matter may be reached, at the Municipal Building located at 1 Colonial Drive, Manchester, New Jersey 08759.

Sabina T. Skibo, RMC
Municipal Clerk

DEVELOPER'S AGREEMENT

THIS AGREEMENT, effective as of the date it is fully executed by both parties,

BETWEEN

TOWNSHIP OF MANCHESTER
a Municipal Corporation of the State of New Jersey
1 Colonial Drive
Manchester, New Jersey 08759

(hereinafter referred to as the "Township")

AND

NORTHERN OCEAN HABITAT FOR HUMANITY
1187 Washington Street, Suite 3
Toms River, New Jersey 08753

(hereinafter referred to as "Developer")

affects all, or a portion of, real estate known as:

Block 31.02, Lot 2 within the Township of Manchester

WHEREAS, by Ordinance No. 16-25 the Township Council of the Township of Manchester authorized the private sale of the subject property, a 100x100 square foot residential lot with a total lot area of 10,000 square feet to Habitat for Humanity for the purpose of construction of affordable housing.

NOW, THEREFORE, the parties to this Agreement for and in consideration of the mutual promises and covenants to each other and for other good and valuable consideration, hereby agree for themselves, their successors and assigns, as follows:

1. Application of Agreement: The terms and conditions of this Agreement shall be applicable only to this project, the construction of a single family residence, by this Developer, subject to the provisions of Section 3.

2. Construction Subject to Ordinance: The Developer shall construct in accordance with the specifications of the ordinances of the Township of Manchester, as amended to date. Developer shall perform all work in full compliance and observation of all ordinances of the Township of Manchester. The Developer shall be responsible for securing all permits required by law including road opening permits and others required by the ordinances of the Township of Manchester; the Township shall cover all of the fees required under the appropriate fee schedules, which shall be payable from the Affordable Housing Trust Fund.

3. Assignment/Sale of Premises: In the event the property is sold or otherwise conveyed by the Developer prior to the installation of all Improvements, the ordinance authorizing the sale of the property shall be considered void, ownership of the property shall revert to the Township of Manchester, and any funds of the Township of Manchester paid under this Agreement shall be promptly refunded to the Township.

4. Affordable Housing Trust Fund: As the residential development to be constructed on the subject property will benefit the Township and contribute towards the Township's compliance with its affordable housing obligations, the Township will contribute \$65,000 to partially reimburse the Developer for the construction, such contribution shall be made solely from the Township's Affordable Housing Trust Fund, and is subject to Court approval.

5. Affordability Controls. The dingle family home being constructed on the subject property shall be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. or any successor regulation.

6. Affordable Housing Regulations. The developer will abide by all applicable Council on Affordable Housing/Uniform Housing Affordable Controls regulations necessary for the Township to receive credit for such units towards the Township's affordable housing obligation.

7. Compliance with Applicable Laws: The Developer shall comply with all laws and regulations of the State of New Jersey, the County of Ocean and the Township of Manchester. In addition, the Developer shall comply with all environmental laws and regulations of the federal and state governments. Failure to comply with these laws and any violations thereof shall be deemed to be a breach of this Agreement. To the extent the Township must bring an action for compliance with this Agreement, defend or participate in any litigation with regard to said laws or regulations related to the Developer's development and/or actions whether purposeful or negligent, any such action shall be subject to the provisions set forth in the immediately following paragraph regarding indemnification and attorneys' fees. In addition, the Developer shall indemnify and hold the Township harmless for such violations and shall reimburse the Township for any and all fees, judgments or penalties entered against the Township as a result of the purposeful or negligent acts of the Developer.

8. Housing Element and Fair Share Plan. The Township of Manchester is in the process of updating its Housing Element and Fair Share Plan and shall include the single family home to be constructed pursuant to this Agreement as an Affordable Unit in its revised Housing Element and Fair Share Plan.

9. Due Diligence. Developer shall have 45 days from the date of the signed Agreement to perform due diligence with respect to marketable title, availability and cost of connections to utilities,

subsurface soil conditions, buried debris or other items that would inhibit construction, performance of a Phase 1 environmental assessment, a GIS based wetland evaluation, and/or any other issues deemed relevant. Should Developer find issues exist that preclude the construction in a manner consistent with its mission, Developer may terminate this Agreement and shall return to the Township all monies paid under this Agreement.

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

11. Recording of this Agreement: Developer shall promptly record this Developer's Agreement in the Ocean County Clerk's office where it shall remain on record until the Developer has complied with the obligations herein. At such time, the Governing Body shall adopt a Resolution authorizing the execution and delivery of a Release and Satisfaction of Developer's Agreement in recordable form at the developer's cost and expense.

12. Severability: If any terms or conditions are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

13. Interpretation of Law: This Agreement shall be interpreted under and governed by the laws of the State of New Jersey.

14. Notices: All notices required or permitted under this Agreement shall be in writing by regular mail to the addresses set forth herein or as otherwise designated by the parties in writing.

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

Northern Ocean Habitat for Humanity

Township of Manchester

By: *Suzan Fichtner*
Name: Suzan Fichtner
Title Executive Director

By: _____
Kenneth Palmer,
Mayor
Township of Manchester

Witnessed: *Richard J. Marrow*
Name Printed: RICHARD J. MARRON
Title: FINANCE MANAGER

Attest: _____
Sabina Skibo
Township Clerk

STATE OF NEW JERSEY

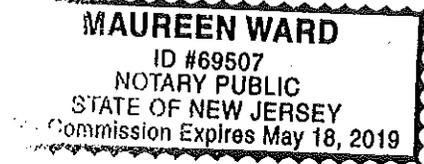
SS:

COUNTY OF OCEAN

On this 13 day of March, 2017, before me personally came Suzan Fichtner, Executive Director of Northern Ocean Habitat for Humanity, to me known and known to me to be the individual described in and who executed the foregoing instrument, and such person duly acknowledged to me he understood the meaning of the instrument and that he executed the same as her act and deed, and as the Executive Director of the Nonprofit Corporation named therein, and with full authority to act on behalf of such Corporation, and that she is over the age of 18.

Maureen Ward

Notary Public of New Jersey



DEVELOPER'S AGREEMENT

THIS AGREEMENT, effective as of the date it is fully executed by both parties,

BETWEEN

TOWNSHIP OF MANCHESTER
a Municipal Corporation of the State of New Jersey
1 Colonial Drive
Manchester, New Jersey 08759

(hereinafter referred to as the "Township")

AND

NORTHERN OCEAN HABITAT FOR HUMANITY
1187 Washington Street, Suite 3
Toms River, New Jersey 08753

(hereinafter referred to as "Developer")

affects all, or a portion of, real estate known as:

Block 31.02, Lot 2 within the Township of Manchester

WHEREAS, by Ordinance No. 16-25 the Township Council of the Township of Manchester authorized the private sale of the subject property, a 100x100 square foot residential lot with a total lot area of 10,000 square feet to Habitat for Humanity for the purpose of construction of affordable housing.

NOW, THEREFORE, the parties to this Agreement for and in consideration of the mutual promises and covenants to each other and for other good and valuable consideration, hereby agree for themselves, their successors and assigns, as follows:

1. Application of Agreement: The terms and conditions of this Agreement shall be applicable only to this project, the construction of a single family residence, by this Developer, subject to the provisions of Section 3.

2. Construction Subject to Ordinance: The Developer shall construct in accordance with the specifications of the ordinances of the Township of Manchester, as amended to date. Developer shall perform all work in full compliance and observation of all ordinances of the Township of Manchester. The Developer shall be responsible for securing all permits required by law including road opening permits and others required by the ordinances of the Township of Manchester; the Township shall cover all of the fees required under the appropriate fee schedules, which shall be payable from the Affordable Housing Trust Fund.

3. Assignment/Sale of Premises: In the event the property is sold or otherwise conveyed by the Developer prior to the installation of all Improvements, the ordinance authorizing the sale of the property shall be considered void, ownership of the property shall revert to the Township of Manchester, and any funds of the Township of Manchester paid under this Agreement shall be promptly refunded to the Township.

4. Affordable Housing Trust Fund: As the residential development to be constructed on the subject property will benefit the Township and contribute towards the Township's compliance with its affordable housing obligations, the Township will contribute \$65,000 to partially reimburse the Developer for the construction, such contribution shall be made solely from the Township's Affordable Housing Trust Fund, and is subject to Court approval.

5. Affordability Controls. The dingle family home being constructed on the subject property shall be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. or any successor regulation.

6. Affordable Housing Regulations. The developer will abide by all applicable Council on Affordable Housing/Uniform Housing Affordable Controls regulations necessary for the Township to receive credit for such units towards the Township's affordable housing obligation.

7. Compliance with Applicable Laws: The Developer shall comply with all laws and regulations of the State of New Jersey, the County of Ocean and the Township of Manchester. In addition, the Developer shall comply with all environmental laws and regulations of the federal and state governments. Failure to comply with these laws and any violations thereof shall be deemed to be a breach of this Agreement. To the extent the Township must bring an action for compliance with this Agreement, defend or participate in any litigation with regard to said laws or regulations related to the Developer's development and/or actions whether purposeful or negligent, any such action shall be subject to the provisions set forth in the immediately following paragraph regarding indemnification and attorneys' fees. In addition, the Developer shall indemnify and hold the Township harmless for such violations and shall reimburse the Township for any and all fees, judgments or penalties entered against the Township as a result of the purposeful or negligent acts of the Developer.

8. Housing Element and Fair Share Plan. The Township of Manchester is in the process of updating its Housing Element and Fair Share Plan and shall include the single family home to be constructed pursuant to this Agreement as an Affordable Unit in its revised Housing Element and Fair Share Plan.

9. Due Diligence. Developer shall have 45 days from the date of the signed Agreement to perform due diligence with respect to marketable title, availability and cost of connections to utilities,

subsurface soil conditions, buried debris or other items that would inhibit construction, performance of a Phase 1 environmental assessment, a GIS based wetland evaluation, and/or any other issues deemed relevant. Should Developer find issues exist that preclude the construction in a manner consistent with its mission, Developer may terminate this Agreement and shall return to the Township all monies paid under this Agreement.

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

11. Recording of this Agreement: Developer shall promptly record this Developer's Agreement in the Ocean County Clerk's office where it shall remain on record until the Developer has complied with the obligations herein. At such time, the Governing Body shall adopt a Resolution authorizing the execution and delivery of a Release and Satisfaction of Developer's Agreement in recordable form at the developer's cost and expense.

12. Severability: If any terms or conditions are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

13. Interpretation of Law: This Agreement shall be interpreted under and governed by the laws of the State of New Jersey.

14. Notices: All notices required or permitted under this Agreement shall be in writing by regular mail to the addresses set forth herein or as otherwise designated by the parties in writing.

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

Northern Ocean Habitat for Humanity

Township of Manchester

By: *Suzanne Lichtner*
Name: Suzanne Lichtner
Title Executive Director

By: _____
Kenneth Palmer,
Mayor
Township of Manchester

Witnessed: *Richard J. Marrow*
Name Printed: RICHARD J. MARRON
Title: FINANCE MANAGER

Attest: _____
Sabina Skibo
Township Clerk

STATE OF NEW JERSEY

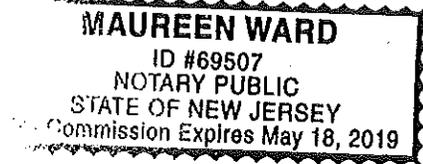
SS:

COUNTY OF OCEAN

On this 13 day of March, 2017, before me personally came Suzan Fichtner, Executive Director of Northern Ocean Habitat for Humanity, to me known and known to me to be the individual described in and who executed the foregoing instrument, and such person duly acknowledged to me he understood the meaning of the instrument and that he executed the same as her act and deed, and as the Executive Director of the Nonprofit Corporation named therein, and with full authority to act on behalf of such Corporation, and that she is over the age of 18.

Maureen Ward

Notary Public of New Jersey



13. ARC Ocean County Group Home
2108 Sixth Avenue. (Block 1.120, Lot 9)

1519 BLOCK 1.120 LOT 9

QUAL. UPDATED ON 102014

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

ARC OF OCEAN COUNTY
815 CEDAR BRIDGE AVE
LAKEWOOD NJ

08701

PROP LOC: 2108 SIXTH AVE
PROPERTY CLASS 15D ACCOUNT#
BLDG DESC 1SF 2484
LAND/ACRE 100X100 / .22
ADDITIONL LOTS 10-12

DED AMT #OWN 01
BANK# MORT# SS#

ZONE R10 MAP 7.01 USER#1 #2 PLP
BULT 1972 UNITS 01 BCLASS 16

-----SALES INFORMATION-----

VCS PLP SFLA 02484

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 120193 05124 101 1 Z 25
-1: 062091 04914 00794 109000 Z
-2: 092972 3246 00424 26000 A

-----TENANT REBATE-----
BASE YR TAXES FLAG
15 .00 N

---VALUES---
LAND 80000
IMPR 179800

-----TAXES-----
15 TOTAL .00
16 HALF1 .00
16 TOTAL .00
17 HALF1 .00
SPTAX CDS:

-----EXEMPT PROPERTY DATA-----

EPL CD 2010997 STAT. 54:4-3.6
FACILITY GROUP RESIDENCE
INIT FILE 110191 FUR FILE 110112
ASMT CODE

EXM1
EXM2
EXM3
EXM4
NET 259800

OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

PROJECT / PROGRAM INFORMATION FORM

Changes to the highlighted areas are to be made directly into the CTM system. Fields highlighted in grey will be added to the CTM screen in January. All other changes must be made on the form and submitted to LPS.

PART A – PROJECT HEADER

Municipality: Manchester Township County: Ocean

Project or Program Name: ARC - 2108 Sixth Avenue

Project Status (circle current status and enter date of action for that status)	Status Date
Proposed/Zoned	_____
Preliminary Approval	_____
Final Approval	_____
Affordable Units under Construction	_____
<u>Completed</u> (all affordable certificates of occupancy (C.O.) issued)	<u>6/20/1991</u>
Deleted from Plan (date approved by LPS) _____)	_____

Mechanisms - Project / Program Type (circle one) Group Home

- | | | |
|--------------------------|---------------------------------------|------------------------|
| Assisted Living Facility | <u>Alternative Living Arrangement</u> | Accessory Apartment |
| Market to Affordable | Credits without Controls | ECHO |
| Inclusionary | Rehabilitation | Redevelopment |
| | | 100 Percent Affordable |

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

- Units constructed on-site Units constructed off-site Combination Contributory
- Growth Share Ordinance

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

- Transitional Facility for the Homeless Residential Health Care Facility Congregate Living Facility
- Group Home Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)
- Permanent Supportive Housing (unit credit) Supportive Shared Living Housing (bedroom credit)

1.12019

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 2108 Sixth Ave, Toms River NJ 08757

Project Block/Lot/Qualifier (list all) Block 1.120 Lot 9

Project Acreage: .23 acres Density: _____ Set Aside: _____

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

Project Sponsor name: ARC of Ocean County

Project Developer name: ARC of Ocean County

Planning Area (circle all that apply)

- 1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type

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

Credit Sub-Type (if applicable)

- Addressing Unmet Need Extension of Controls

Construction Type (circle one)

- New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply)

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

Project Waiver granted

- yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 5 Number of market units completed 5

Number of market units with certificates of occupancy issued after 1/1/2004 5

Number of affordable units under construction _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project None

Municipal or RCA funds expended None

Funding Sources (circle all that apply)

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

Effective date of affordability controls 6/20/1991

Length of Affordability Controls (in years) _____ or Perpetual

Administrative Agent Martin Lynch

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 5 Sales _____ Rentals 5 Total age-restricted _____ Sales _____ Rentals _____

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

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	<u>5 Beds - Group Home</u>	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

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

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	<u>5</u>	1 bedroom low	<u>5</u>	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 5

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

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____
RCA Receiving Municipality _____ County _____
LPS approval date _____
Number of units transferred _____ Cost per unit _____
Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____
Partnership Receiving Municipality _____ County _____
Name of Project _____
Credits for Sending Municipality _____
Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

HP LaserJet M1536dnf MFP

Fax Confirmation

732-657-7237
May-24-2012 2:18PM

Job	Date	Time	Type	Identification	Duration	Pages	Result
942	5/24/2012	2:14:46PM	Send	16096336056	3:38	6	OK

Tax Assessor's Office
1 Colonial Drive
Manchester, NJ 08759

Manchester Township
Phone 732-657-8121 Fax 732-657-7237

Fax

To: Terry Kizer ^{or Alice} From: Martin Lynch
Fax: 609-633-6056 Pages: (Cover Included) 6
Phone: _____ Date: 5/24/2012
Re: _____ CC: _____
 Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

Terry,
Please review and get back
to me with any questions or comments.
There are more to come.
Thanks
Marty

14. Easter Seals Group Home
1617 Sixth Avenue. (Block 1.129, Lot 34)

1519 BLOCK 1.129 LOT 34

QUAL. UPDATED ON 110514

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

EASTER SEALS SOCIETY OF NJ
25 KENNEDY BLVD SUITE 600
EAST BRUNSWICK NJ 08816

PROP LOC: 1617 SIXTH AVE
PROPERTY CLASS 15D ACCOUNT#
BLDG DESC 1SF2G 1692
LAND/ACRE 125X100 / .28
ADDITIONL LOTS 35-38

DED AMT #OWN 01
BANK# MORT# SS#

ZONE R10 MAP 7.01 USER#1 #2 PLP

BULT 2000 UNITS 01 BCLASS 17

-----SALES INFORMATION-----

VCS PLP SFLA 01692

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 100102 11077 1098 222500 A 17
-1: 080800 10166 01130 160000 A
-2: 072800 10158 00368 33500 A

-----TENANT REBATE-----

BASE YR TAXES FLAG
15 .00 N

---VALUES---

LAND 85000
IMPR 168900

-----TAXES-----

EXM1 15 TOTAL .00
EXM2 16 HALF1 .00
EXM3 16 TOTAL .00
EXM4 17 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD 2010997 STAT. 54:4-3.6
FACILITY GROUP RESIDENCE
INIT FILE 110105 FUR FILE 110114
ASMT CODE

NET 253900

SPTAX CDS:

OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

PROJECT / PROGRAM INFORMATION FORM

Changes to the highlighted areas are to be made directly into the CTM system. Fields highlighted in grey will be added to the CTM screen in January. All other changes must be made on the form and submitted to LPS.

PART A – PROJECT HEADER

Municipality: Manchester Township County: Ocean
 Project or Program Name: Easter Seals - 1617 Sixth Avenue

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

Proposed/Zoned _____

Preliminary Approval _____

Final Approval _____

Affordable Units under Construction _____

Completed (all affordable certificates of occupancy (C.O.) issued) 10/1/2002

Deleted from Plan _____
 (date approved by LPS) _____)

Mechanisms - Project / Program Type (circle one) Group home

Assisted Living Facility Alternative Living Arrangement Accessory Apartment
 Market to Affordable Credits without Controls ECHO 100 Percent Affordable
 Inclusionary Rehabilitation Redevelopment

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

Units constructed on-site Units constructed off-site Combination Contributory
 Growth Share Ordinance

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

Transitional Facility for the Homeless Residential Health Care Facility Congregate Living Facility
Group Home Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)
 Permanent Supportive Housing (unit credit) Supportive Shared Living Housing (bedroom credit)

1/129/34

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 1617 Sixth Ave., Tom's River NJ 08757

Project Block/Lot/Qualifier (list all) Block 1.129 Lot 34

Project Acreage: .29 Acres Density: _____ Set Aside: _____

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

Project Sponsor name: Eastern Seals Society of NJ

Project Developer name: Eastern Seals Society of NJ

Planning Area (circle all that apply)

- 1 2 3 4 4B 5 5B
- Highland Preservation Highlands Planning Area Pinelands Meadowlands
- CAFRA Category 1 Watershed

Credit Type

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

Credit Sub-Type (if applicable)

- Addressing Unmet Need Extension of Controls

Construction Type (circle one)

- New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply)

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

Project Waiver granted

- yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 3 Number of market units completed 3

Number of market units with certificates of occupancy issued after 1/1/2004 3

Number of affordable units under construction _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project None

Municipal or RCA funds expended None

Funding Sources (circle all that apply)

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

Effective date of affordability controls 10/1/2002

Length of Affordability Controls (in years) _____ or Perpetual

Administrative Agent Martin Lynch

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 3 Sales _____ Rentals 3 Total age-restricted _____ Sales _____ Rentals _____

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

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	<u>3 Beds - Group home</u>	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

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

Bedroom Distribution of Affordable Units

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

Completed Units

Number of affordable units completed in this project 3

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

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____
RCA Receiving Municipality _____ County _____
LPS approval date _____
Number of units transferred _____ Cost per unit _____
Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____
Partnership Receiving Municipality _____ County _____
Name of Project _____
Credits for Sending Municipality _____
Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

HP LaserJet M1536dnf MFP

Fax Confirmation

732-657-7237
May-24-2012 3:08PM

Job	Date	Time	Type	Identification	Duration	Pages	Result
946	5/24/2012	3:04:16PM	Send	16096336056	3:39	6	OK

Tax Assessor's Office
1 Colonial Drive
Manchester, NJ 08759

Manchester Township
Phone 732-657-8121 Fax 732-657-7237

Fax

To: Terry Kizer ^{on Alice} From: Martin Lynch
Fax: 609-633-6056 Pages: (Cover Included) 6
Phone: _____ Date: 5/24/2012
Re: _____ CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

*Terry,
Please review and get back
to me with any questions or comments.
There are more to come.*

*Thanks
Mark*

15. Devereux Foundation
(Block 1.143, Lot 22)

1519 BLOCK 1.143 LOT 22

QUAL.

UPDATED ON 121615

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

THE DEVEREUX FOUNDATION
286 MANTUA GROVE RD BLD 4
WEST DEPTFORD NJ 08066

PROP LOC: 713 NORTHAMPTON BLVD
PROPERTY CLASS 15D ACCOUNT# 1268
BLDG DESC 1SF 1968
LAND/ACRE 100X100 / .22
ADDITIONL LOTS 23-25

DED AMT #OWN 02
BANK# MORT# SS#

ZONE R10 MAP 7.02 USER#1 #2 PLP
BULT 1970 UNITS 01 BCLASS 16

-----SALES INFORMATION-----

VCS PLP SFLA 01968

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 111111 15045 351 223000 A
-1: 061203 11582 01146 250000 07
-2: 121572 26000

-----TENANT REBATE-----
BASE YR TAXES FLAG
16 .00 N

---VALUES---
LAND 80000
IMPR 133400

-----TAXES-----
16 TOTAL .00
17 HALF1 .00
17 TOTAL .00
18 HALF1 .00
SPTAX CDS: A01

-----EXEMPT PROPERTY DATA-----

EPL CD 2010997 STAT. 54:4-3.6
FACILITY GROUP RESIDENCE
INIT FILE 110112 FUR FILE 110115
ASMT CODE

EXM1
EXM2
EXM3
EXM4
NET 213400
OLDID:

NEXT ACCESS: BLK

LOT

QUAL

EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

PROJECT / PROGRAM INFORMATION FORM

Changes to the highlighted areas are to be made directly into the CTM system. Fields highlighted in grey will be added to the CTM screen in January. All other changes must be made on the form and submitted to LPS.

PART A - PROJECT HEADER

Municipality: Manchester Township County: Ocean

Project or Program Name: The Devereux Foundation

Table with 2 columns: Project Status (circle current status and enter date of action for that status) and Status Date. Rows include Proposed/Zoned, Preliminary Approval, Final Approval, Affordable Units under Construction, Completed (all affordable certificates of occupancy (C.O.) issued) with date 11/11/2011, and Deleted from Plan (date approved by LPS).

Mechanisms - Project / Program Type (circle one)

- Assisted Living Facility, Alternative Living Arrangement (circled), Accessory Apartment, Market to Affordable, Credits without Controls, ECHO, 100 Percent Affordable, Inclusionary, Rehabilitation, Redevelopment

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

- Units constructed on-site, Units constructed off-site, Combination, Contributory, Growth Share Ordinance

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

- Transitional Facility for the Homeless, Residential Health Care Facility, Congregate Living Facility, Group Home (circled), Boarding Homes (A through E) (only eligible for credit for 1987-99 plans), Permanent Supportive Housing (unit credit), Supportive Shared Living Housing (bedroom credit)

1.143/22

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 713 Northampton Blvd.

Project Block/Lot/Qualifier (list all) Block 1.143 Lot 22

Project Acreage: .23 Density: _____ Set Aside: _____

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

Project Sponsor name: The Devereux Foundation

Project Developer name: The Devereux Foundation

Planning Area (circle all that apply)

- 1 2 3 4 4B 5 5B
- Highland Preservation Highlands Planning Area Pinelands Meadowlands
- CAFRA Category 1 Watershed

Credit Type

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

Credit Sub-Type (if applicable)

- Addressing Unmet Need Extension of Controls

Construction Type (circle one)

- New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply)

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

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

Type of Waiver _____

Number of market units proposed 3 Number of market units completed 3

Number of market units with certificates of occupancy issued after 1/1/2004 3

Number of affordable units under construction _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project None

Municipal or RCA funds expended None

Funding Sources (circle all that apply)

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

Effective date of affordability controls 11/11/2011

Length of Affordability Controls (in years) _____ or Perpetual

Administrative Agent Martin Lynch

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 3 Sales _____ Rentals 3 Total age-restricted _____ Sales _____ Rentals _____

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

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	<u>3 Beds - Group home</u>	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

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

Bedroom Distribution of Affordable Units

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

Completed Units

Number of affordable units completed in this project 3

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

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____
RCA Receiving Municipality _____ County _____
LPS approval date _____
Number of units transferred _____ Cost per unit _____
Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____
Partnership Receiving Municipality _____ County _____
Name of Project _____
Credits for Sending Municipality _____
Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality



286 Mantua Grove Rd. Bldg. 4 West Deptford, NJ 08066 856.599.6400

Manchester Township Dept. of Utilities
1 Colonial Drive
Manchester, NJ 08759
Attn: Sharon

Hi Sharon,

Per our earlier conversation the correct billing address is **286 Mantua Grove Rd Bldg #4, West Deptford, NJ 08066** please send all bills and any correspondence's to this address. The Address listed on the bill is our corporate office they forwarded the bill to me and I received today, ~~I see that its due 2/15/12 I was hoping to get it in this weeks check run but, I'll first need that w9. I've attached a blank copy just in case.~~

Thank you,

June Opher

Jopher@devereux.org

856 599-6435

1.143
22

B ~~412.10~~ L ~~11~~
1.143 22

Updated Address 2/29/12

**16. Serv Property and Management Inc.
94 Colt Place. (Block 41.10, Lot 22.01)**

1519 BLOCK 41.10 LOT 22.01

QUAL. UPDATED ON 102014

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

SERV PROPERTIES & MANAGEMENT INC
20 SCOTCH RD
EWING NJ 08628

PROP LOC: 94 COLT PL
PROPERTY CLASS 15D ACCOUNT#
BLDG DESC 1SF1G 2436
LAND/ACRE 140X100 / .32
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

ZONE R14 MAP 8.01 USER#1 #2 PLP
BULT 2006 UNITS 01 BCLASS 16

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 091211 14977 372 295000 A
-1: 120601 10649 00313 45000
-2: 112701 10635 01108 35000 A

VCS PLP SFLA 02436

-----TENANT REBATE-----
BASE YR TAXES FLAG
15 .00 N

---VALUES---
LAND 88000
IMPR 208500

-----TAXES-----
15 TOTAL .00
16 HALF1 .00
16 TOTAL .00
17 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD 2010997 STAT. 54:4-3.6
FACILITY GROUP RESIDENCE
INIT FILE 110113 FUR FILE
ASMT CODE

EXM1
EXM2
EXM3
EXM4
NET 296500

SPTAX CDS:
41.10 1

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

PROJECT / PROGRAM INFORMATION FORM

Changes to the highlighted areas are to be made directly into the CTM system. Fields highlighted in grey will be added to the CTM screen in January. All other changes must be made on the form and submitted to LPS.

PART A - PROJECT HEADER

Municipality: Manchester Township County: Ocean

Project or Program Name: SERV - 94 Colt Place

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

Status Date

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

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

9/12/11

Deleted from Plan
(date approved by LPS) _____)

Mechanisms - Project / Program Type (circle one) - Group home

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

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

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

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

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

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

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 94 Colt Place, Manchester NJ 08759

Project Block/Lot/Qualifier (list all) Block 41.10 Lot 22.01

Project Acreage: .32 Density: _____ Set Aside: _____

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

Project Sponsor name: Township of Manchester

Project Developer name: SERV Properties + Management Inc.

Planning Area (circle all that apply)

- 1 2 3 4 4B 5 5B
- Highland Preservation Highlands Planning Area Pinelands Meadowlands
- CAFRA Category 1 Watershed

Credit Type

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

Credit Sub-Type (if applicable)

- Addressing Unmet Need Extension of Controls

Construction Type (circle one)

- New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply)

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

Project Waiver granted

- yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 3 Number of market units completed 3

Number of market units with certificates of occupancy issued after 1/1/2004 3

Number of affordable units under construction _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project \$100,000

Municipal or RCA funds expended \$100,000

Funding Sources (circle all that apply)

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

Effective date of affordability controls 9/12/2011

Length of Affordability Controls (in years) 30 or Perpetual

Administrative Agent Martin Lynch

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

- # of deed restricted units removed _____
- # of moderate income units removed _____
- # of low income units removed _____
- # of very low income units removed _____
- # of rental units removed _____
- # of for-sale units removed _____
- # of one-bedroom units removed _____
- # of two-bedroom units removed _____
- # of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 3 Sales _____ Rentals 3 Total age-restricted _____ Sales _____ Rentals _____

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

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	<u>3 beds Group home</u>	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

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

Bedroom Distribution of Affordable Units

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

Completed Units

Number of affordable units completed in this project 3

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

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____
RCA Receiving Municipality _____ County _____
LPS approval date _____
Number of units transferred _____ Cost per unit _____
Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____
Partnership Receiving Municipality _____ County _____
Name of Project _____
Credits for Sending Municipality _____
Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

HP LaserJet M1536dnf MFP

Fax Confirmation

732-657-7237
May-17-2012 9:46AM

Job	Date	Time	Type	Identification	Duration	Pages	Result
924	5/17/2012	9:42:30AM	Send	16096336056	3:41	6	OK

Tax Assessor's Office
1 Colonial Drive
Manchester, NJ 08769

Manchester Township
Phone 732-657-8121 Fax 732-657-7237

Fax

To: Terry Kizer From: Martin Lynch
Fax: 609-633-6056 Pages: (Cover Included) 6
Phone: _____ Date: 5/17/2012
Re: _____ CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

Terry,
Please review and get back
to me with any questions or comments.
There are more to come.

Thanks
Martin

1519 BLOCK 41-10 LOT 22-01
-----OWNER INFORMATION-----
SERV PROPERTIES & MANAGEMENT INC
20 SCOTCH RD
EWING NJ 08628

QUAL. UPDATED ON 120611
-----PROPERTY INFORMATION-----
PROP LOC: 94 COLT PL
PROPERTY CLASS 2 ACCOUNT#
BLDG DESC 1SF1G 2436
LAND/ACRE 140X100 / .32
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

ZONE R14 MAP 8.01 USER#1 #2 PLP
BULT 2006 UNITS 01 BCLASS 17
VCS PLP SFLA 02436

-----SALES INFORMATION-----

DATE	BOOK	PAGE	PRICE	PCD	NU	4TYPE
CUR: 091211	14977	372	295000	A		
-1: 120601	10649	00313	45000			
-2: 112701	10635	01108	35000		A	

---VALUES---
LAND 113000
IMPR 234100

-----TENANT REBATE-----
BASE YR TAXES FLAG
11 6445.65 N

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

EXM1
EXM2
EXM3
EXM4
NET 347100

-----TAXES-----
NMUN HALF1 2365.04
MUNC HALF1 878.71
NMUN HALF2 2376.54
MUNC HALF2 871.56
SPECTAX CDS:

OLDID: 41.10 1
NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

#11-160

**RESOLUTION AUTHORIZING A PETITION TO THE COURT REQUESTING
THE USE OF AFFORDABLE HOUSING TRUST FUNDS FOR THE PURPOSE
OF ACQUIRING AND/OR RENOVATING A GROUP HOME
LOCATED AT 94 COLT PLACE**

WHEREAS, the Township of Manchester was granted authority by the Superior Court of New Jersey on February 3, 2008 to file a Round 3 Housing Plan Element and Fair Share Plan with the Court at a date to be determined; and,

WHEREAS, the Township of Manchester remains under Court Jurisdiction for its Round 3 Housing Plan Element and Fair Share Plan; and,

WHEREAS, the Township of Manchester shall continue to seek a judgment of repose from the Court for its Round 3 Housing Plan Element and Fair Share Plan; and,

WHEREAS, the Township of Manchester has collected development fees in accordance with Article XI, Affordable Housing Development Fees of the Municipal Land Use and Development Regulations Chapter last amended September 8, 2008 by Ordinance 08-036; and,

WHEREAS, the Township of Manchester has deposited these collected development fees in an interest bearing Affordable Housing Trust Fund created on March 20, 2002; and,

WHEREAS, the balance in the Affordable Housing Trust Fund is \$1,080,623.57 as of June 7, 2011; and,

WHEREAS, N.J.A.C. 5:97-8.1(d) requires a municipality with an Affordable Housing Trust Fund to receive approval of a Spending Plan from COAH prior to spending any of the funds in its Affordable Housing Trust Fund; and,

WHEREAS, The Township of Manchester does not have an approved Spending Plan from COAH; and,

WHEREAS, The Township of Manchester seeks to petition the Superior Court of New Jersey for authorization to spend a portion of its Affordable Housing Trust Fund in the absence of an approved Spending Plan for the purpose of acquiring and/or renovating an existing residence located at 94 Colt Place (Block 41.10, Lot 22.01), containing 100' X 140' property, in order to create a three (3) bedroom group home within the existing residential structure; and,

WHEREAS, The Township petition will stipulate that the withdrawal of funds from the Affordable Housing Trust Fund will be not greater than \$100,000 toward acquisition and/or renovation of the existing residence located at 94 Colt Place; and,

WHEREAS, the proposed group home would be administered by SERV Behavioral Health Service, Inc., a statewide not-for-profit company which provides group home services, located at 20 Scotch Road, Ewing, New Jersey; and,

WHEREAS, the location of Block 41.10, Lot 22.01 in the Savannah Acres community adjacent to Pine Lake Park, is uniquely suited for a group home due to its lot size, and the suitability of the existing structure as a group home; and,

WHEREAS, the New Jersey Municipal Land Use Law provides that "community residences for the developmentally disabled" and other individual group homes regulated by the Department of Human Services are permitted uses within all residential zones; and,

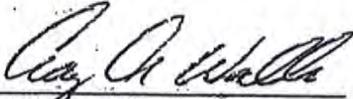
WHEREAS, the Township of Manchester would receive four (4) credits per N.J.A.C. 5:97-6.10(b) 1 towards compliance with its current affordable housing obligation upon applicable State and municipal approvals as required for the group home.

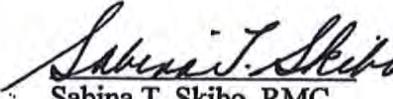
NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of Manchester, County of Ocean hereby authorizes a petition to the Superior Court of New Jersey for the expenditure of not greater than \$100,000 toward the purchase and/or renovation of an existing residence located at 94 Colt Place for the purpose of creating a three (3) unit group home to be credited toward the Township's affordable housing obligation.

1. That a certified copy of this resolution will be sent to the following:
 - a. Elena Zsoldos, Business Administrator
 - b. Diane Lapp, C.F.O.
 - c. SERV Behavioral Health, Inc.
20 Scotch Rd.
Ewing, NJ
 - d. Superior Court of New Jersey
 - e. COAH

CERTIFICATION

I, Sabina T. Skibo, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of said Township at a meeting held on the 13th day of June, 2011.


Craig Wallis
Council President.


Sabina T. Skibo, RMC
Municipal Clerk

17. Serv Property and Management Inc.
1941 Trenton Avenue. (Block 99.86, Lot 8)

1519 BLOCK 99.86 LOT 8

QUAL. UPDATED ON 110414

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

SERV PROPERTIES & MANAGEMENT INC
20 SCOTCH RD
EWING NJ 08628

PROP LOC: 1941 TRENTON AVE
PROPERTY CLASS 15D ACCOUNT# 6986
BLDG DESC 1SF1G 2024
LAND/ACRE 1.01AC / 1.01
ADDITIONL LOTS

DED AMT #OWN 02
BANK# MORT# SS#

ZONE WT40 MAP 2607 USER#1 #2 RC01
BULT 1980 UNITS 01 BCLASS 16

-----SALES INFORMATION-----

VCS RC01 SFLA 02024

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 081012 15280 1842 300000 A
-1: 060380 3923 00418 81265
-2:

-----TENANT REBATE-----
BASE YR TAXES FLAG
15 .00 N

---VALUES---
LAND 85000
IMPR 152000

-----TAXES-----
15 TOTAL .00
16 HALF1 .00
16 TOTAL .00
17 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD 2010997 STAT. 54:4-3.6
FACILITY GROUP RESIDENCE
INIT FILE 110114 FUR FILE
ASMT CODE

EXM1
EXM2
EXM3
EXM4
NET 237000

SPTAX CDS:

OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

PROJECT / PROGRAM INFORMATION FORM

Changes to the highlighted areas are to be made directly into the CTM system. Fields highlighted in grey will be added to the CTM screen in January. All other changes must be made on the form and submitted to LPS.

PART A - PROJECT HEADER

Municipality: Manchester Township County: Ocean

Project or Program Name: SEAV - 1941 Trenton Ave

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

Status Date

Proposed/Zoned

4/9/2012

Preliminary Approval

Final Approval

Affordable Units under Construction

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

8/10/2012

1/24/12

Deleted from Plan
(date approved by LPS) _____)

Mechanisms - Project / Program Type (circle one)

Group Home

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

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

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

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

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

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

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

9986/8

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 1941 Trenton Ave., Whitings NJ 08759

Project Block/Lot/Qualifier (list all) Block 99.86 Lot 8

Project Acreage: 1.01 Acres Density: _____ Set Aside: _____

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

Project Sponsor name: Township of Manchester

Project Developer name: SERV Behavioral Health

Planning Area (circle all that apply)

- 1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type

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

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one)

New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply)

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

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

Type of Waiver _____

Number of market units proposed 4 Number of market units completed 4

Number of market units with certificates of occupancy issued after 1/1/2004 4

Number of affordable units under construction _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project \$115,000

Municipal or RCA funds expended \$115,000

Funding Sources (circle all that apply)

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

Effective date of affordability controls June 29, 2012 +/-

Length of Affordability Controls (in years) 30 or Perpetual

Administrative Agent Martin Lynch

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

- If Yes
- # of deed restricted units removed
- # of moderate income units removed
- # of low income units removed
- # of very low income units removed
- # of rental units removed
- # of for-sale units removed
- # of one-bedroom units removed
- # of two-bedroom units removed
- # of three-bedroom units removed

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 4 Sales _____ Rentals 4 Total age-restricted _____ Sales _____ Rentals _____

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

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	<u>4 Bed Group home</u>	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

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

Bedroom Distribution of Affordable Units

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

Completed Units

Number of affordable units completed in this project 4

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

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____
RCA Receiving Municipality _____ County _____
LPS approval date _____
Number of units transferred _____ Cost per unit _____
Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____
Partnership Receiving Municipality _____ County _____
Name of Project _____
Credits for Sending Municipality _____
Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

HP LaserJet M1536dnf MFP

Fax Confirmation

732-657-7237
May-25-2012 9:32AM

Job	Date	Time	Type	Identification	Duration	Pages	Result
954	5/25/2012	9:29:07AM	Send	16096336056	3:32	6	OK

Tax Assessor's Office
1 Colonial Drive
Manchester, NJ 08759

Manchester Township
Phone 732-657-9121 Fax 732-657-7237

Fax

To: *Terry Kizer on Alice* From: *Marvin Lynd*
Fax: *609-633-6056* Pages: (Cover Included) *6*
Phone: _____ Date: *5/25/2012*
Rec: _____ CC: _____
 Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

*Terry,
Please review and get back
to me with any questions or comments.
There are more to come.
Thanks
Mick*

**RESOLUTION AUTHORIZING A PETITION TO THE COURT REQUESTING
THE USE OF AFFORDABLE HOUSING TRUST FUNDS FOR THE PURPOSE
OF ACQUIRING AND/OR RENOVATING A GROUP HOME
LOCATED AT 1941 TRENTON AVE.**

WHEREAS, the Township of Manchester was granted authority by the Superior Court of New Jersey on February 3, 2008 to file a Round 3 Housing Plan Element and Fair Share Plan with the Court at a date to be determined; and,

WHEREAS, the Township of Manchester remains under Court Jurisdiction for its Round 3 Housing Plan Element and Fair Share Plan; and,

WHEREAS, the Township of Manchester shall continue to seek a judgment of repose from the Court for its Round 3 Housing Plan Element and Fair Share Plan; and,

WHEREAS, the Township of Manchester has collected development fees in accordance with Article XI, Affordable Housing Development Fees of the Municipal Land Use and Development Regulations Chapter last amended September 8, 2008 by Ordinance 08-036; and,

WHEREAS, the Township of Manchester has deposited these collected development fees in an interest bearing Affordable Housing Trust Fund created on March 20, 2002; and,

WHEREAS, the balance in the Affordable Housing Trust Fund is \$1,001,623.57 as of April 3, 2012; and,

WHEREAS, N.J.A.C. 5:97-8.1(d) requires a municipality with an Affordable Housing Trust Fund to receive approval of a Spending Plan from COAH prior to spending any of the funds in its Affordable Housing Trust Fund; and,

WHEREAS, The Township of Manchester does not have an approved Spending Plan from COAH; and,

WHEREAS, The Township of Manchester seeks to petition the Superior Court of New Jersey for authorization to spend a portion of its Affordable Housing Trust Fund in the absence of an approved Spending Plan for the purpose of acquiring and/or renovating an existing residence located at 1941 Trenton Ave. (Block 99.86, Lot 8), containing 1.01 acres, in order to create a four (4) bedroom group home within the existing residential structure; and,

WHEREAS, The Township petition will stipulate that the withdrawal of funds from the Affordable Housing Trust Fund will be not be greater than \$115,000 toward acquisition and/or renovation of the existing residence located at 1941 Trenton Ave.; and,

WHEREAS, the proposed group home would be administered by SERV Behavioral Health Service, Inc., a statewide not-for-profit company which provides group home services, located at 20 Scotch Road, Ewing, New Jersey; and,

WHEREAS, the location of Block 99.86 Lot 8 located in the Roosevelt City community is uniquely suited for a group home due to its lot size, and the suitability of the existing structure as a group home; and,

WHEREAS, the New Jersey Municipal Land Use Law provides that "community residences for the developmentally disabled" and other individual group homes regulated by the Department of Human Services are permitted uses within all residential zones; and,

WHEREAS, the Township of Manchester would receive four (4) credits per N.J.A.C. 5:97-6.10(b) 1 towards compliance with its current affordable housing obligation upon applicable State and municipal approvals as required for the group home.

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of Manchester, County of Ocean hereby authorizes a petition to the Superior Court of New Jersey for the expenditure of not greater than \$115,000 toward the purchase and/or renovation of an existing residence located at 1941 Trenton Ave. for the purpose of creating a four (4) unit group home to be credited toward the Township's affordable housing obligation.

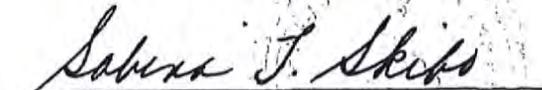
1. That a certified copy of this resolution will be sent to the following:
 - a. Elena Zsoldos, Business Administrator
 - b. Diane Lapp, C.F.O.
 - c. SERV Behavioral Health, Inc.
20 Scotch Rd.
Ewing, NJ
 - d. Superior Court of New Jersey
 - e. COAH

CERTIFICATION

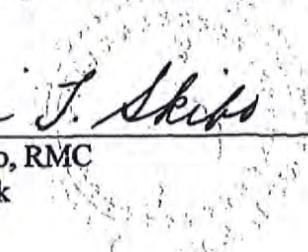
I, Sabina T. Skibo, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of said Township at a meeting held on the 9th day of April, 2012.



Craig Wallis
Council President



Sabina T. Skibo, RMC
Township Clerk



**18. ARC Ocean County Chapter
1841 Delaware Avenue. (Block 99.112, Lot 8)**

1519 BLOCK 99.112 LOT 8

QUAL. UPDATED ON 102014

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

ARC OCEAN COUNTY CHAPTER INC
815 CEDAR BRIDGE AVE
LAKEWOOD NJ 08701

PROP LOC: 1841 DELAWARE AVE
PROPERTY CLASS 15D ACCOUNT# 6874
BLDG DESC 1SF2G 2217
LAND/ACRE 1.01AC / 1.01
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

ZONE WT40 MAP 2606 USER#1 #2 RC01
BULT 1980 UNITS 01 BCLASS 16

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 032712 15158 1489 250000 A 10
-1: 051094 05163 00716 160000
-2: 091685 4344 00407 103000

VCS RC01 SFLA 02217
-----TENANT REBATE-----
BASE YR TAXES FLAG
15 .00 N

---VALUES---
LAND 85000
IMPR 177500

-----EXEMPT PROPERTY DATA-----

EPL CD 2010997 STAT. 54:4-3.6
FACILITY GROUP RESIDENCE
INIT FILE 110112 FUR FILE
ASMT CODE

-----TAXES-----
15 TOTAL .00
16 HALF1 .00
16 TOTAL .00
17 HALF1 .00
SPTAX CDS:

OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

PROJECT / PROGRAM INFORMATION FORM

Changes to the highlighted areas are to be made directly into the CTM system. Fields highlighted in grey will be added to the CTM screen in January. All other changes must be made on the form and submitted to LPS.

PART A - PROJECT HEADER

Municipality: Manchester Township County: Ocean

Project or Program Name: ARC - 1841 Delaware Avenue

Project Status (circle current status and enter date of action for that status)	Status Date
Proposed/Zoned	_____
Preliminary Approval	_____
Final Approval	_____
Affordable Units under Construction	_____
<u>Completed</u> (all affordable certificates of occupancy (C.O.) issued)	<u>3/27/2012</u>
Deleted from Plan (date approved by LPS) _____)	_____

Mechanisms - Project / Program Type (circle one)

Assisted Living Facility	<u>Group Home</u> <u>Alternative Living Arrangement</u>	Accessory Apartment
Market to Affordable	Credits without Controls	ECHO 100 Percent Affordable
Inclusionary	Rehabilitation	Redevelopment

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

Units constructed on-site Units constructed off-site Combination Contributory

Growth Share Ordinance

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

Transitional Facility for the Homeless Residential Health Care Facility Congregate Living Facility

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

Permanent Supportive Housing (unit credit) Supportive Shared Living Housing (bedroom credit)

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 1841 Delaware Ave, Whiting NJ 08759

Project Block/Lot/Qualifier (list all) Block 99.112 Lot 8

Project Acreage: 1.01 ACRES Density: _____ Set Aside: _____

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

Project Sponsor name: Township of Manchester

Project Developer name: ARC Ocean County Chapter Inc.

Planning Area (circle all that apply)

- 1 2 3 4 4B 5 5B
- Highland Preservation Highlands Planning Area Pinelands Meadowlands
- CAFRA Category 1 Watershed

Credit Type

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

Credit Sub-Type (if applicable)

- Addressing Unmet Need Extension of Controls

Construction Type (circle one)

- New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply)

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

Project Waiver granted

- yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 4 Number of market units completed 4

Number of market units with certificates of occupancy issued after 1/1/2004 4

Number of affordable units under construction _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project \$140,000

Municipal or RCA funds expended \$140,000

Funding Sources (circle all that apply)

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

Effective date of affordability controls 3/27/2012

Length of Affordability Controls (in years) 30 or Perpetual

Administrative Agent Martin Lynch

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 4 Sales _____ Rentals 4 Total age-restricted _____ Sales _____ Rentals _____

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

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	<u>4 Beds - Group Home</u>	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

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

Bedroom Distribution of Affordable Units

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

Completed Units

Number of affordable units completed in this project 4

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

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____
RCA Receiving Municipality _____ County _____
LPS approval date _____
Number of units transferred _____ Cost per unit _____
Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____
Partnership Receiving Municipality _____ County _____
Name of Project _____
Credits for Sending Municipality _____
Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

HP LaserJet M1536dnf MFP

Fax Confirmation

732-657-7237
May-24-2012 12:45PM

Job	Date	Time	Type	Identification	Duration	Pages	Result
939	5/24/2012	12:41:38PM	Send	16096336056	3:39	6	OK

Tax Assessor's Office
1 Colonial Drive
Manchester, NJ 08759

Manchester Township
Phone 732-657-8121 Fax 732-657-7237

Fax

To: Terry Kizer on Alice From: Martin Lynd
Fax: 609-633-6056 Pages: (Cover Included) 6
Phone: _____ Date: 5/24/2012
Re: _____ CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

Terry,
Please review and get back
to me with any questions or comments.
There are more to come.
Thanks
Mick

Chambers of
Vincent J. Grasso, Assignment Judge
Ocean County Court House
P.O. Box 2191
Toms River, NJ 08754-2191
(732) 929-2176

**SUPERIOR COURT OF NEW JERSEY
OCEAN VICINAGE**



Fax

To: Philip B. Caton	From: Robert Patrick Vacchiano, Law Clerk to the Honorable Vincent J. Grasso, A.J.S.C.
Fax: (609) 883-4044	Pages: 10 (including cover)
Phone:	Date: 4/13/12
Re: Order authorizing the use of affordable housing trust fund money	CC:

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

Faxed herewith is a motion seeking authorization to use affordable housing trust fund money for the purpose of assisting in the acquisition and/or renovation of a group home. The motion is uncontested. Judge Grasso is inclined to grant the motion but wanted to request your input before doing so. Would you be kind enough to advise as to your availability by phone either today, April 13, 2012 or Monday, April 16, 2012?

SECARE, RYAN & HENSEL
16 Madison Avenue, Building 1
Toms River, New Jersey 08753
(732-349-2800)
Attorneys for Plaintiff

RECEIVED & FILED
MAR 15 2012
SUPERIOR CT., OCEAN CO.

SEARCH 022
CK MO CA
CK/Rec# 1706
Amount \$ 30-
DATE 3-15-12
OVP
Initials SJH per Lisa S.

IN THE MATTER OF THE APPLICATION
OF THE TOWNSHIP OF MANCHESTER,
a Municipal Corporation of the State of
New Jersey,

Petitioner.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
OCEAN COUNTY

DOCKET NO. L-2900-08
Civil Action

NOTICE OF MOTION TO RELEASE
FUNDS FROM THE AFFORDABLE
HOUSING TRUST FUND

To: Lucy Voorhoeve
New Jersey Council on Affordable Housing
101 South Broad Street
P.O. Box 813
Trenton, NJ 08625

Paula Dow, Attorney General
Office of the Attorney General
Richard J. Hughes Justice Complex
8th Floor, West Wing
25 Market Street
Trenton, NJ 08625

PLEASE TAKE NOTICE that on Friday, March 30, 2012 at 9:00 A.M. or as soon thereafter
as counsel may be heard, the undersigned attorneys for the Petitioner, Township of Manchester, shall
move before the above-named Court for an Order Releasing Funds from the Affordable Housing
Trust Fund, upon the following grounds: Plaintiff will rely upon the Certification of Thomas A.
Thomas, PP, attached.

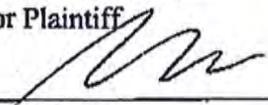
Pursuant to R. 1:6-2, the undersigned:

- Requests oral argument if the motion is contested.
- Does not request oral argument
- Requests oral argument.

* MA6
4-13-12
notice sent

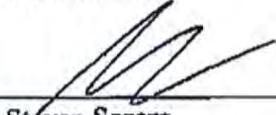
A proposed form of Order is attached.

SECARE, RYAN & HENSEL
Attorneys for Plaintiff

By: 
Steven Secare

Dated: 3/14/12

I certify that the original of the within pleading has been filed with the Clerk of the Superior Court and a true copy of same has been filed with the Clerk of the County applicable. I further certify that a true copy of the within pleading has been served upon all those listed at their respective addresses as stated, each by regular, first class mail, by mailing said pleading at the post office in Toms River, New Jersey, postage pre-paid and properly addressed.

By: 
Steven Secare

Dated: 3/14/12

*Manchester should file reviewed & expeditious
w/ DCA.*

SECARE, RYAN & HENSEL
16 Madison Avenue, Suite 1A
Toms River, NJ 08753
(732) 349-2800
Attorneys for Petitioner
Township of Manchester

IN THE MATTER OF THE APPLICATION OF
THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, a municipal corporation
of the State of New Jersey

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - OCEAN COUNTY

Docket No.:

Civil Action
(Mount Laurel)

**CERTIFICATION OF THOMAS A.
THOMAS, IN SUPPORT OF RELEASE
OF FUNDS FROM THE AFFORDABLE
HOUSING TRUST FUND**

I, Thomas A. Thomas, PP, certifies as follows:

1. I am the Township Planner for the Township of Manchester and have acted in that capacity since 1990.
2. In my position as Planner I am familiar with the Township's affordable housing component and have acted as an expert for the Township in that capacity including the builder's remedy suit brought by Hovson's and ultimately resolved by the Honorable Vincent J. Grasso, A.J.S.C.
3. The Township of Manchester remains under court jurisdiction for its Round Three Housing Plan Element and Fair Share Plan and as such has been helped by Philip B. Caton, P.P. who has been appointed by the Court as special master for the Township.

4. The Township of Manchester has collected development fees in accordance with Article XI, Affordable Housing Development Fees, of the Manchester Township Municipal Land Use and Development Regulations, last amended September 8, 2008 by Manchester Township Ordinance 08-036.

5. The balance in the Affordable Housing Trust Fund as of February 6, 2012 is \$999,623.65. The Township of Manchester does not have an approved Spending Plan from the Council on Affordable Housing. The Township is seeking to have the Court release up to \$140,000.00 toward the acquisition and/or renovation of an existing residence located at 1841 Delaware Avenue for a group home.

6. The proposed group home would be administered by The Arc, Ocean County Chapter, a statewide not for profit company which provides group home services, located at 815 Cedar Bridge Avenue, Lakewood, New Jersey, 08701.

7. The New Jersey Municipal Land Use Law provides that community residents for the developmentally disabled such as this group home are permitted uses within all residential zones.

8. Pursuant to N.J.A.C. 5:97-6.10(b)(1), the Township of Manchester would receive four credits towards its affordable housing obligation once all the applicable approvals and permits are acquired.

9. On or about February 13, 2012, the Township Council of the Township of Manchester at a regularly scheduled meeting passed Resolution 12-048 in support of the release of the monies from the Affordable Housing Trust Fund for the aforementioned project.

I make this certification in support of the Township's position seeking a sum of up to \$140,000.00 for the purchase and/or renovation of an existing residence at 1841 Delaware Avenue in the Township of Manchester for the purpose of creating a four unit group home to be

credited towards the Township's affordable housing obligation.


Thomas A. Thomas

Sworn to and subscribed before me
this 14th day of March, 2012.



ELAINE M. ANDERSON
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/22/2014

#12-048

RESOLUTION AUTHORIZING A PETITION TO THE COURT REQUESTING THE USE OF AFFORDABLE HOUSING TRUST FUNDS FOR THE PURPOSE OF ACQUIRING AND/OR RENOVATING A GROUP HOME LOCATED AT 1841 DELAWARE AVE.

WHEREAS, the Township of Manchester was granted authority by the Superior Court of New Jersey on February 3, 2008 to file a Round 3 Housing Plan Element and Fair Share Plan with the Court at a date to be determined; and,

WHEREAS, the Township of Manchester remains under Court Jurisdiction for its Round 3 Housing Plan Element and Fair Share Plan; and,

WHEREAS, the Township of Manchester shall continue to seek a judgment of repose from the Court for its Round 3 Housing Plan Element and Fair Share Plan; and,

WHEREAS, the Township of Manchester has collected development fees in accordance with Article XI, Affordable Housing Development Fees of the Municipal Land Use and Development Regulations Chapter last amended September 8, 2008 by Ordinance 08-036; and,

WHEREAS, the Township of Manchester has deposited these collected development fees in an interest bearing Affordable Housing Trust Fund created on March 20, 2002; and,

WHEREAS, the balance in the Affordable Housing Trust Fund is \$999,623.65 as of February 6, 2012; and,

WHEREAS, N.J.A.C. 5:97-8.1(d) requires a municipality with an Affordable Housing Trust Fund to receive approval of a Spending Plan from COAH prior to spending any of the funds in its Affordable Housing Trust Fund; and,

WHEREAS, The Township of Manchester does not have an approved Spending Plan from COAH; and,

WHEREAS, The Township of Manchester seeks to petition the Superior Court of New Jersey for authorization to spend a portion of its Affordable Housing Trust Fund in the absence of an approved Spending Plan for the purpose of acquiring and/or renovating an existing residence located at 1841 Delaware Ave. (Block 99.112, Lot 8), containing 220' X 200' property, in order to create a four (4) bedroom group home within the existing residential structure; and,

WHEREAS, The Township petition will stipulate that the withdrawal of funds from the Affordable Housing Trust Fund will be not greater than \$140,000 toward acquisition and/or renovation of the existing residence located at 1841 Delaware Ave; and,

WHEREAS, the proposed group home would be administered by The Arc, Ocean County Chapter., a statewide not-for-profit company which provides group home services, located at 815 Cedar Bridge Ave., New Jersey; and,

WHEREAS, the location of Block 99.112, Lot 8 in the Roosevelt City section of Whiting is uniquely suited for a group home due to its lot size, and the suitability of the existing structure as a group home; and,

WHEREAS, the New Jersey Municipal Land Use Law provides that "community residences for the developmentally disabled" and other individual group homes regulated by the Department of Human Services are permitted uses within all residential zones; and,

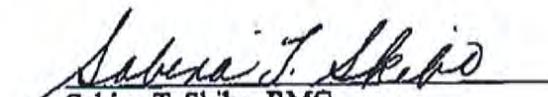
WHEREAS, the Township of Manchester would receive four (4) credits per N.J.A.C. 5:97-6.10(b) 1 towards compliance with its current affordable housing obligation upon applicable State and municipal approvals as required for the group home.

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of Manchester, County of Ocean hereby authorizes a petition to the Superior Court of New Jersey for the expenditure of not greater than \$140,000 toward the purchase and/or renovation of an existing residence located at 1841 Delaware Ave. for the purpose of creating a four (4) unit group home to be credited toward the Township's affordable housing obligation.

1. That a certified copy of this resolution will be sent to the following:
 - a. Elena Zsoldos; Business Administrator
 - b. Diane Lapp, C.F.O.
 - c. The Arc, Ocean County Chapter
815 Cedar Bridge Ave.
Lakewood, NJ 08701
 - d. Superior Court of New Jersey
 - e. COAH

CERTIFICATION

I, Sabina T. Skibo, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of said Township at a meeting held on the 13th day of February 2012.


Sabina T. Skibo, RMC
Township Clerk

SECARE, RYAN & HENSEL
16 Madison Avenue, Building 1
Toms River, New Jersey 08753
(732-349-2800)
Attorneys for Plaintiff

IN THE MATTER OF THE APPLICATION
OF THE TOWNSHIP OF MANCHESTER,
a Municipal Corporation of the State of
New Jersey,

Petitioner.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
OCEAN COUNTY

DOCKET NO.
Civil Action

ORDER AUTHORIZING THE USE
OF AFFORDABLE HOUSING TRUST
FUND MONEY FOR THE PURPOSE OF
ASSISTING IN THE ACQUISITION
AN/OR RENOVATION OF A GROUP HOME

This matter having been brought before the Court by the office of Secare, Ryan & Hensel, attorneys for the declaratory plaintiff, Township of Manchester, a Municipal Corporation of the State of New Jersey, having its principal place of business at 1 Colonial Drive, Manchester, New Jersey, 08759,

It is on this day of , 2012

ORDERED as follows:

1. Manchester Township is hereby authorized to spend a portion of its collected development fees deposited into an Affordable Housing Trust Fund for the purpose of purchasing and/or renovating a residence located at 1841 Delaware Avenue to be converted to an affordable group home.
2. The Court acknowledges that the Township of Manchester is authorized to continue to collect development fees in accordance with applicable regulations.
3. The Court acknowledges that the Township of Manchester voluntarily remains under Court jurisdiction and that the Township is protected against exclusionary zoning litigation and challenges to its Housing Element and Fair Share Plan.

19. Employ Ability Unlimited
1601 Chester Avenue. (Block 99.158, Lot 8)

1519 BLOCK 99.158 LOT 6

QUAL. UPDATED ON 102014

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

EMPLOY ABILITY UNLIMITED INC/LAWSON
9000 COMMERCE PKWY STE A
MT LAUREL NJ 08054

PROP LOC: 1601 CHESTER AVE
PROPERTY CLASS 15D ACCOUNT# 7122
BLDG DESC 1.5SF2G 2310
LAND/ACRE 1.01AC / 1.01
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

ZONE WT40 MAP 2606 USER#1 #2 RC01
BULT 1981 UNITS 01 BCLASS 16

-----SALES INFORMATION-----

VCS RC01 SFLA 02310

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 101696 05415 680 139000 Z 15
-1: 073187 04584 00253 A
-2: 012381 03978 00052

-----TENANT REBATE-----
BASE YR TAXES FLAG
15 .00 N

---VALUES---

LAND 85000
IMPR 201300

-----TAXES-----

EXM1 15 TOTAL .00
EXM2 16 HALF1 .00
EXM3 16 TOTAL .00
EXM4 17 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD 2010997 STAT. 54:4-3.6
FACILITY GROUP RESIDENCE
INIT FILE 110197 FUR FILE 110112
ASMT CODE

NET 286300

SPTAX CDS:

OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

PROJECT / PROGRAM INFORMATION FORM

Changes to the highlighted areas are to be made directly into the CTM system. Fields highlighted in grey will be added to the CTM screen in January. All other changes must be made on the form and submitted to LPS.

PART A - PROJECT HEADER

Municipality: Manchester Township County: Ocean

Project or Program Name: Employ Ability

Project Status (circle current status and enter date of action for that status)	Status Date
Proposed/Zoned	_____
Preliminary Approval	_____
Final Approval	_____
Affordable Units under Construction	_____
<u>Completed</u> (all affordable certificates of occupancy (C.O.) issued)	<u>10/16/1996</u>
Deleted from Plan (date approved by LPS) _____)	_____

Mechanisms - Project / Program Type (circle one) Group home

Assisted Living Facility	<u>Alternative Living Arrangement</u>	Accessory Apartment
Market to Affordable	Credits without Controls	ECHO
Inclusionary	Rehabilitation	Redevelopment
		100 Percent Affordable

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

Units constructed on-site Units constructed off-site Combination Contributory

Growth Share Ordinance

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

Transitional Facility for the Homeless Residential Health Care Facility Congregate Living Facility

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

Permanent Supportive Housing (unit credit) Supportive Shared Living Housing (bedroom credit)

99.158/10

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 1601 Chester Ave.

Project Block/Lot/Qualifier (list all) Block 99.158 Lot 6

Project Acreage: 1.01 Acres Density: _____ Set Aside: _____

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

Project Sponsor name: Employ Ability Unlimited Inc

Project Developer name: Employ Ability Unlimited Inc.

Planning Area (circle all that apply)

- 1 Highland Preservation
 - 2
 - 3
 - 4 Highlands Planning Area
 - 4B Pinelands
 - 5 Meadowlands
 - 5B
- CAFRA Category 1 Watershed

Credit Type

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

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

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

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project
Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance
High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project
Reconstruction Part of Redevelopment Plan

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

Type of Waiver _____

Number of market units proposed 4 Number of market units completed 4

Number of market units with certificates of occupancy issued after 1/1/2004: 4

Number of affordable units under construction _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project None

Municipal or RCA funds expended None

Funding Sources (circle all that apply)

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

Effective date of affordability controls 10/16/1996

Length of Affordability Controls (in years) _____ or Perpetual

Administrative Agent Martin Lynch

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 4 Sales _____ Rentals 4 Total age-restricted _____ Sales _____ Rentals _____

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

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	<u>4 Beds-Group home</u>	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

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

Bedroom Distribution of Affordable Units

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

Completed Units

Number of affordable units completed in this project 4

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

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____
RCA Receiving Municipality _____ County _____
LPS approval date _____
Number of units transferred _____ Cost per unit _____
Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____
Partnership Receiving Municipality _____ County _____
Name of Project _____
Credits for Sending Municipality _____
Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

HP LaserJet M1536dnf MFP

Fax Confirmation

732-657-7237
May-24-2012 3:30PM

Job	Date	Time	Type	Identification	Duration	Pages	Result
952	5/24/2012	3:29:02PM	Send	16096336056	1:27	6	OK

Tax Assessor's Office
1 Colonial Drive
Manchester, NJ 08759

Manchester Township
Phone 732-657-8121 Fax 732-657-7237

Fax

To: Terry Kizer ^{or Alice} From: Martin Lynch
Fax: 609-633-6056 Pages: (Cover Included) 6
Phone: _____ Date: 5/24/2012
Re: _____ CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

Terry,
Please review and get back
to me with any questions or comments.
There are more to come.

Thanks
Marty

20. Preferred Behavioral Health
1801 Hwy 539. (Block 99.353, Lot 4)

1519 BLOCK 99.353 LOT 4

QUAL. UPDATED ON 102014

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

PREFERRED BEHAVIORAL HEALTH OF NJ
PO BOX 2036
LAKEWOOD NJ 08701

PROP LOC: 1801 HWY 539
PROPERTY CLASS 15D ACCOUNT#
BLDG DESC 2SF2G 3321
LAND/ACRE 1.64AC / 1.64
ADDITIONL LOTS 7-9

DED AMT #OWN 01
BANK# MORT# SS#

ZONE WT40 MAP 2602 USER#1 #2 RC01
BULT 1995 UNITS 01 BCLASS 17
VCS RC01 SFLA 03321

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 061197 05479 445 279900 Z 17
-1: 013196 05340 00547 1 Z
-2: 060491 04909 00097 17000 Z

-----TENANT REBATE-----
BASE YR TAXES FLAG
15 .00 N

---VALUES---
LAND 97500
IMPR 270300

-----TAXES-----
EXM1 15 TOTAL .00
EXM2 16 HALF1 .00
EXM3 16 TOTAL .00
EXM4 17 HALF1 .00
SPTAX CDS:

-----EXEMPT PROPERTY DATA-----

EPL CD 2010997 STAT. 54:4-3.6
FACILITY GROUP RESIDENCE
INIT FILE 110198 FUR FILE 110113
ASMT CODE

EXM1
EXM2
EXM3
EXM4
NET 367800
OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

PROJECT / PROGRAM INFORMATION FORM

Changes to the highlighted areas are to be made directly into the CTM system. Fields **highlighted in grey** will be added to the CTM screen in January. All other changes must be made on the form and submitted to LPS.

PART A – PROJECT HEADER

Municipality: Manchester Township County: Ocean

Project or Program Name: Preferred Behavioral Health

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

Status Date

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

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

6/11/1997

Deleted from Plan
(date approved by LPS) _____)

Mechanisms - Project / Program Type (circle one)

Group Home

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

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

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

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

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

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

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

99.353/4

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 1801 Hwy 539, Whiting NJ 08759

Project Block/Lot/Qualifier (list all) Block 99.353 Lot 4

Project Acreage: 1.64 Acres Density: _____ Set Aside: _____

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

Project Sponsor name: Preferred Behavioral Health of NJ

Project Developer name: Preferred Behavioral Health of NJ

Planning Area (circle all that apply)

- 1 2 3 4 4B 5 5B
- Highland Preservation Highlands Planning Area Pinelands Meadowlands
- CAFRA Category 1 Watershed

Credit Type

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

Credit Sub-Type (if applicable)

- Addressing Unmet Need Extension of Controls

Construction Type (circle one)

- New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply)

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

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

Type of Waiver _____

Number of market units proposed 3 Number of market units completed 3

Number of market units with certificates of occupancy issued after 1/1/2004 3

Number of affordable units under construction _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project None

Municipal or RCA funds expended None

Funding Sources (circle all that apply)

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

Effective date of affordability controls 6/11/1997

Length of Affordability Controls (in years) _____ or Perpetual

Administrative Agent Martin Lynch

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 3 Sales _____ Rentals 3 Total age-restricted _____ Sales _____ Rentals _____

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

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	<u>3 Beds-Group home</u>	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

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

Bedroom Distribution of Affordable Units

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

Completed Units

Number of affordable units completed in this project 3

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

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____
RCA Receiving Municipality _____ County _____
LPS approval date _____
Number of units transferred _____ Cost per unit _____
Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____
Partnership Receiving Municipality _____ County _____
Name of Project _____
Credits for Sending Municipality _____
Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

HP LaserJet M1536dnf MFP

Fax Confirmation

732-657-7237
May-24-2012 3:14PM

Job	Date	Time	Type	Identification	Duration	Pages	Result
948	5/24/2012	3:13:04PM	Send	16096336056	1:28	6	OK

Tax Assessor's Office
1 Colonial Drive
Manchester, NJ 08759

Manchester Township
Phone 732-657-8121 Fax 732-657-7237

Fax

To: *Terry Kizer on Alice* From: *Martin Lynd*
Fax: *609-633-6056* Pages: (Cover Included) *6*
Phone: _____ Date: *5/24/2012*
Re: _____ CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

*Terry,
Please review and get back
to me with any questions or comments.
There are more to come.
Thanks
MFL*

21. Ridge Creek

(Block 43.05, Lots 7 and 21; and Block 43.06, Lots 8 and 23)

1519 BLOCK 43.06 LOT 23

QUAL.

UPDATED ON 011510

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

ROGERS, JOHN C
410 BIRMINGHAM AVE
MANCHESTER NJ

08759

PROP LOC: 410 BIRMINGHAM AVE
PROPERTY CLASS 2 ACCOUNT#
BLDG DESC BIRCHWOOD 1786
LAND/ACRE 100X165 / .37
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

COAH UNIT
ZONE R14 MAP 8.01 USER#1 #2 RCSA
BULT 1999 UNITS 01 BCLASS 17
VCS RCSA SFLA 01786

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 043099 05692 323 82758 Z 07
-1:
-2:

---VALUES---
LAND 50000
IMPR 84606

-----TENANT REBATE-----
BASE YR TAXES FLAG
15 3347.65 N

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE ASMT CODE

-----TAXES-----
EXM1 15 TOTAL 3347.65
EXM2 16 HALF1 1673.83
EXM3 16 TOTAL .00
EXM4 17 HALF1 .00
NET 134606 SPTAX CDS:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

site #1 - Ridge Creek

1519 BLOCK 43-05 LOT 7

QUAL.

UPDATED ON 020810

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

LANGE, STACEY MARIE
7 RIDGEVIEW CT
MANCHESTER NJ

08759

PROP LOC: 7 RIDGEVIEW CT
PROPERTY CLASS 2 ACCOUNT#
BLDG DESC OAKWOOD 1748
LAND/ACRE 91X158 / .33
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

COAH UNIT
ZONE R14 MAP 8.01 USER#1 #2 RCSA
BULT 1997 UNITS 01 BCLASS 17

-----SALES INFORMATION-----

VCS RCSA SFLA 01748

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 022706 13079 109 1 Z 25
-1: 020201 10332 00274 35500 Z
-2: 100600 10227 00098 1 Z

-----TENANT REBATE-----
BASE YR TAXES FLAG
15 2911.28 N

---VALUES---
LAND 50000
IMPR 67060

-----TAXES-----
15 TOTAL 2911.28
16 HALF1 1455.64
16 TOTAL .00
17 HALF1 .00

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

EXM1
EXM2
EXM3
EXM4
NET 117060

SPTAX CDS:

OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

Site #1 - Ridge Creek

1519 BLOCK 43-06 LOT 8

QUAL.

UPDATED ON 011510

-----OWNER INFORMATION-----

-----PROPERTY INFORMATION-----

LEIBOWITZ, DAVID & KATHY M
14 LAKETREE CT
MANCHESTER NJ 08759

PROP LOC: 14 LAKETREE CT
PROPERTY CLASS 2 ACCOUNT#
BLDG DESC OAKWOOD 1658
LAND/ACRE 100X140 / .32
ADDITIONL LOTS

DED AMT #OWN 01
BANK# MORT# SS#

COAH UNIT

ZONE R14 MAP 8.01 USER#1 #2 RCSA
BULT 1997 UNITS 01 BCLASS 17

-----SALES INFORMATION-----

VCS RCSA SFLA 01658

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 040400 10446 79 1 Z 11
-1: 071797 05488 00442 102500 Z
-2:

-----TENANT REBATE-----
BASE YR TAXES FLAG
15 5361.18 N

---VALUES---
LAND 50000
IMPR 165568

-----TAXES-----
15 TOTAL 5361.18
16 HALF1 2680.59
16 TOTAL .00
17 HALF1 .00
SPTAX CDS:

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

EXM1
EXM2
EXM3
EXM4
NET 215568

OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

Site #1 - Ridge Creek

1519 BLOCK 43-05 LOT 21

QUAL.

UPDATED ON 102015

-----OWNER INFORMATION-----

PNC BANK NA
3232 NEWMARK DR
MIAMISBURG OH

75342

DED AMT #OWN 01
BANK# MORT# SS#

-----PROPERTY INFORMATION-----

PROP LOC: 5 WOODLAND CT
PROPERTY CLASS 2 ACCOUNT#
BLDG DESC OAKWOOD 1890
LAND/ACRE 100X140 / .32
ADDITIONL LOTS

COAH UNIT

ZONE R14 MAP 8.01 USER#1 #2 RCSA
BULT 1998 UNITS 01 BCLASS 17

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 083115 16200 972 100 Z 25
-1: 082798 05612 00521 105800 07
-2:

VCS RCSA SFLA 01890

-----TENANT REBATE-----
BASE YR TAXES FLAG
15 4430.39 N

---VALUES---
LAND 50000
IMPR 128142

-----EXEMPT PROPERTY DATA-----

EPL CD STAT.
FACILITY
INIT FILE FUR FILE
ASMT CODE

-----TAXES-----
15 TOTAL 4430.39
16 HALF1 2215.20
16 TOTAL .00
17 HALF1 .00

NET 178142
OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

Site #1 - Ridgecreek

22. Presidential Gardens
(Block 46.01, Lot 1.01 and 1.03)

**RESOLUTION OF MEMORIALIZATION OF
THE MANCHESTER TOWNSHIP PLANNING BOARD**

RE: PRESIDENTIAL GARDENS
Block 46.01, Lots 1.01 & 1.03
Preliminary and Final Major Subdivision

WHEREAS, PRESIDENTIAL GARDENS, has applied to the Manchester Township Planning Board for Preliminary and Final Major Subdivision approval with variances of a Planned Multi-Family Development with 26 apartment buildings and a total of 519 units with a 3,260 SF clubhouse and other ancillary site improvements which property is located on 51.92 acres in the TC Town Center Zone where the proposed use is permitted; and

WHEREAS, such proof of publication of Notice of Hearing as is required by New Jersey Statutory and Municipal Ordinance requirements has been furnished; and

WHEREAS, such proof of service as is required by New Jersey Statutory and Municipal Ordinance requirements upon appropriate property owners and governmental agencies has been furnished; and

WHEREAS, public hearings were held on said application on August 20, 2012 and September 4, 2012 in the Municipal Building of the Township of Manchester, at which time testimony and exhibits were presented to the Manchester Township Planning Board on behalf of the Applicant, and all interested parties were heard; and

WHEREAS, the Manchester Township Planning Board, having considered said application, testimony and exhibits submitted, makes the following findings of fact:

1. The Applicant proposes a planned multi-family development with 26 apartment buildings and a total of 519 units along with a 3,260 square foot clubhouse and other ancillary site improvements such as landscaping, lighting, drainage and parking.
2. The subject property is located on 51.92 acres in the TC Town Center Zone, which the proposed use is permitted.
3. The development has frontage on Route 37, Colonial Drive and Alexander Avenue, with proposed access points on both Route 37 and Colonial Drive.
4. The following bulk variances are required as part of this application:
 - a) One ground sign shall be permitted along each frontage, whereas two ground signs are proposed on Colonial Drive.
 - b) Ground signs shall not be located nearer than 25 feet to any property line, whereas one sign is approximately 5 feet from the Route 37 right-of-way and two signs are approximately 6 feet from the Colonial Drive right-of-way.
 - c) Ground signs shall not be located within 50 feet of an entrance roadway, whereas the sign

- on Route 37 is located within the entrance median, and the signs on Colonial Drive are approximately 20 feet from the entrance.
- d) Ground signs of more than 6 square feet shall not be located any closer than 100 feet to any other ground sign more than 6 square feet, whereas the two ground signs on Colonial Drive are located approximately 65 feet apart.
 - e) Parking spaces shall be a minimum of 10 feet by 20 feet; however Ordinance #12-010 requires that parking conform to the standards set forth in the Residential Site Improvement Standards (RSIS) which requires parking spaces to be a minimum of 9 feet by 18 feet.
5. Applicant has agreed that at least twenty-five (25%) percent of the gross tract area shall be restricted as common open space which shall be accomplished by deed restrictions to be recorded against the title to the property.
 6. Applicant has agreed to a 50 foot wide landscaped buffer around the perimeter of the site. All tree preservation and protection areas shall be identified on the plans and included in a conservation easement to be recorded against the title to the property.
 7. Applicant has agreed to revise the plans to indicate a sixty (60 ') foot rear setback.
 8. Existing Lots 1.01 and 1.03 shall be consolidated in new Lot 1.04 and a Deed of Consolidation shall be submitted for review and approval.
 9. Applicant has agreed that the 40 foot building height shall be for the three-story buildings only.
 10. Applicant has agreed that the exact percentage of site disturbance, which must be less than 80%, shall be stated on the plan.
 11. Applicant has agreed to provide a metes and bounds description on the plans for both original and proposed lots. The acreage of the existing lots will be stated on the plans.
 12. Applicant has agreed to comply with the requirement of COAH or the affordable housing law in effect at the time of the issuance of Certificates of Occupancy. The percentage set aside for affordable units shall be that percentage required at that time and will be determined by the applicable law.
 13. Applicant agreed to mark all fire lanes on the site plan.
 14. Applicant has agreed that within five (5) years after the start of construction, if the Township requires sidewalks along Route 37, the applicant will, at its sole cost, install sidewalks there in accordance with NJDOT specifications.
 15. The Applicant has demonstrated that the variances which it seeks from the requirements of the Manchester Township Zoning Ordinance will advance the purposes of the Municipal Land Use Law and that the benefits to be derived from those variances will

substantially outweigh any possible detriment flowing therefrom; and that said variance can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Zone Plan and Zoning Ordinance of the Township of Manchester.

NOW, THEREFORE, BE IT RESOLVED on this 1st day of October, 2012 by the Manchester Township Planning Board that the aforesaid application for Preliminary and Final Major Site Plan approval for premises known as Block 46.01, Lots 1.01 and 1.03 on the Tax Map of the Township of Manchester in order to obtain approval for the construction of a planned multi-family development with 26 apartment buildings and a total of 519 units with a 3,260 square foot clubhouse and other ancillary site improvements, be and the same hereby is granted subject to the following terms and conditions:

1. That Applicant comply in all respects with the technical review letters prepared by the Manchester Township Planning Board Engineer dated August 2, 2012 and August 20, 2012, copies of which are annexed to this Resolution and made a part hereof.
2. That Applicant obtain final approval of the water and sewer plans for the subject project from the Manchester Township Department of Utilities.
3. That Applicant supply proof by way of appropriate affidavit certifying the payment of all outstanding real estate taxes on the subject premises.
4. That the Applicant obtain any and all other approvals with respect to this application from any federal, state, county or municipal agency having jurisdiction over same, including but not limited to, the Ocean County Planning Board, the Ocean County Soil Conservation District, NJDEP Treatment Works, NJDEP Bureau of Safe Drinking Water, NJDEP Coastal Area Facilities Review ; and NJDOT.
5. That the Applicant resubmit this entire proposal should there be any substantive deviation from this Resolution, the technical review letters annexed hereto, or the submitted plans and documents and/or the representations made by the Applicant, its attorney and its other professionals both as set forth on the record and contained in the factual findings above which are hereby made a part hereof and shall be binding upon the Applicant.
6. That Applicant submit proof of publication of a notice of the decision of the Manchester Township Planning Board in this matter, which shall be published by Applicant at

Applicant's expenses, in accordance with applicable statutes and ordinances within thirty (30) days of the date of this Resolution.

7. That Applicant post all required guarantees in form and substance satisfactory to the Township Engineer prior to the commencement of any clearing or construction activity on the site.
8. That applicant comply with Article 11 of Chapter XXXV of the Manchester Township Code entitled "Affordable Housing Regulations".

Moved By: Mr. Barron

Seconded By: Mr. Somerset

ROLL CALL VOTE

Those in Favor: Mr. Barron-yes, Mr. Somerset-yes, Chairman Vaccaro-yes

Messrs. Trutkoff-yes, Czekanski-yes, Krasky-yes

Those Opposed:

Those Absent: Ms. Edwards

Those Not Voting:

CERTIFICATION

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by The Manchester Township Planning Board at its regular meeting on October 1, 2012, in the Manchester Township Municipal Building.


MARIANNE BORTHWICK, Secretary

DATED: October 1, 2012

23. Manchester Village
372 Horicon Avenue. (Block 79, Lot 31)

1519 BLOCK 79 LOT 31

QUAL. X UPDATED ON 010715

-----OWNER INFORMATION-----

BECKERVILLE URBAN REN C/O CONIFER
1000 UNIVERSITY AVE
ROCHESTER NY 14607

-----PROPERTY INFORMATION-----

PROP LOC: 372 HORICON AVE
PROPERTY CLASS 15F ACCOUNT# 2859-60
BLDG DESC 58 UNITS 1082
LAND/ACRE 26.08AC / 26.08
ADDITIONL LOTS 32

DED AMT #OWN 01
BANK# MORT# SS#

BECKERVILLE PINES
ZONE BV40 MAP 21 USER#1 #2 100
BULT 1940 UNITS 01 BCLASS 10

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE

CUR:
-1:
-2:

VCS 100 SFLA 01082

-----TENANT REBATE-----
BASE YR TAXES FLAG
16 .00 N

---VALUES---

LAND
IMPR 3700000
EXM1
EXM2
EXM3
EXM4
NET 3700000

-----TAXES-----

16 TOTAL .00
17 HALF1 .00
17 TOTAL .00
18 HALF1 .00
SPTAX CDS: A01

-----EXEMPT PROPERTY DATA-----

EPL CD 2917993 STAT. 40A:20-1
FACILITY URBAN RENEWAL ENTIT
INIT FILE 121206 FUR FILE 121236
ASMT CODE

OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
Division of Housing and Community Resources
Housing Affordability Service
AFFORDABLE HOUSING AGREEMENT
RENTAL PROPERTIES

Prepared by: John J. DeVincens, Esq.

⑩ 130.00 chg 90 DeVincens
A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This AGREEMENT is entered into on this 1st day of November, 2008 between Beckerville Urban Renewal Associates, LP owner of the properties designated in **Section II PROPERTY DESCRIPTION**, hereafter "OWNER", and **NJ DEPARTMENT OF COMMUNITY AFFAIRS, Division of Housing and Community Resources, Housing Affordability Service** hereafter "AUTHORITY", both parties

having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit(s) described in **Section II PROPERTY DESCRIPTION** for a period of at least 30 years beginning on the first day of the first month following the issuance of the final Certificate of Occupancy and when any Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant.

WHEREAS, the New Jersey Housing and Mortgage Finance Agency (the Agency) is authorized by the Fair Housing Act (P.L. 1985, c. 222), hereinafter (the Act), to make grants and loans to assist municipalities meet their low and moderate income housing obligation as determined in accordance with the Act and to establish requirements and controls in consultation with the Council on Affordable Housing (the Council) to ensure the maintenance of that housing as affordable to low and moderate income households for a period of at least 30 years, or for a shorter period when authorized; and

WHEREAS, the Agency is authorized by Section 324 of the Act to establish procedures for entering into and shall enter into contracts with willing municipalities or developers of inclusionary developments whereby the Agency will administer resale and rent controls in municipalities where no appropriate administrative agency exists, and to charge a reasonable fee therefor; and

WHEREAS, the Agency (N.J.A.C. 5:80-24) and the Council (N.J.A.C. 5:93-9) have each adopted procedural regulations establishing such procedures and controls and the terms thereof as required by the Act; and

WHEREAS, the Department of Community Affairs (the Department) and the Agency, pursuant to authority granted under the Act, have signed a Memorandum of Understanding agreeing to delegate central responsibility for the administration of such regulations, including the administration of contracts with municipalities or developers pursuant to Section 324 of the Act, to the Department; and

WHEREAS, pursuant to the Act, the housing unit (units) described in **Section II PROPERTY DESCRIPTION** hereafter and/or an attached EXHIBIT A of this Agreement has(have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing units (unit) remain(s) affordable to low and moderate income eligible households for that period of time described in **Section III TERM OF RESTRICTION**.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing unit(s) to low and moderate income eligible households at a maximum adjusted rent determined by the Department for the specified period of time.

I. DEFINITIONS

"Adjusted Rent" shall mean the Base Rent for a rental unit adjusted by the Index.

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency (NJHMFA) or its designee.

"Agreement" shall mean this written Affordable Housing Agreement between the Department and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this Agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Base Rent" shall mean the monthly rental charge for an Affordable Housing rental unit at the time the unit is first restricted by an Affordable Housing Agreement which has been calculated to include a credit for those utility costs paid by the tenant using a utility cost schedule approved for statewide use by the U.S. Department of Housing and Urban Development.

"Certified Household" shall mean any eligible household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Department.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27-D301 et seq.

"Department" shall mean the Department of Community Affairs.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, imputed income from assets, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or can be utilized for the purpose of mortgage approval.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by the Council.

"Low Income Household" shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by the Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Where appropriate, the term Owner shall also mean a person who owns an Affordable Housing rental property as a landlord. Owner shall not include any co-signor or co-borrower on any First Purchase Money Mortgage unless such co-signor or co-borrower is also a named title holder of record of such Affordable Housing unit. "Primary Residence" shall mean the unit wherein a

Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Renter" shall mean a Household who has been Certified for an Affordable Housing unit for rent subject to the signing of a lease and the payment of any required security deposit.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Name & Address: Beckerville Apartments, 372 Horicon Avenue

Municipality: Manchester Township County: Ocean County

Unit numbers: 57 units

Efficiency: #1BR: #2BR: 36 #3BR: 21 #4BR: Total # Units = 57

Block #: 79 Lot #: 31 & 32

and is more particularly described in the legal property description attached as Exhibit A.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the date a new affordable rental unit is first occupied, the date an affordable occupied rental unit has been certified as standard, or the date after 50% of the units in a multifamily rental project containing four or more affordable rental units are occupied or have received permanent certificates of occupancy whichever is first.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the date after the specified time period when any Affordable Housing Rental unit that continues to be occupied by a Certified Household shall become vacant.

C. Upon termination of restrictions as they apply to each rental unit within the named Property, the Department shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of the Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of a rental Affordable Housing unit shall not rent the Affordable Housing unit for an Adjusted Rent that is greater than the established Base Rent plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. Adjusted Rents shall be effective as of the lease anniversary date and shall remain in effect for at least a one year period.

B. The Owner shall not rent the Affordable Housing unit other than to a Renter who has been certified utilizing the income verification procedures established by the Department, the Agency, and the Council to determine qualified Low and Moderate Income-Eligible Households.

C. The Owner of the rental Affordable Housing unit shall sell the unit in accordance with and subject to any rules and regulations duly promulgated by the, the Council (N.J.A.C. 5:93-9), and the Agency (N.J.A.C.5:80-24) to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable deed and no later than the leasing and occupancy of 50% of the applicable

EXHIBIT A

AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement also applies to the owner's interest in the real properties as further described below:

PROPERTY DESCRIPTION

Block # 79 Lot #31& 32

Municipality: Manchester Township

County: Ocean # of Units: 57

Complete Street Address & Unit #

202 Manor Drive

City of Manchester, State of New Jersey, Zip 08759

The restrictions contained herein shall be imposed on the Affordable Housing units as listed below for a period of at least 30 years beginning on the first day of the first month following the issuance of a final Certificate of Occupancy and ending at the first non-exempt transfer of title after unless extended by municipal resolution as described in **Section III TERM OF RESTRICTION**.

Please add a legal property description as required including individual building or individual rental unit identification numbers if different from or in addition to above. Also attach a copy of the first page of Section C of the Balanced Housing Grant Agreement as an attachment to this document

↑ Scroll down for next document ↑

DEED OF EASEMENT AND RESTRICTIVE COVENANT

GRANT/LOAN AGREEMENT**BETWEEN THE****STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS****AND****Township of Manchester****GRANT/LOAN AGREEMENT NUMBER: 00-2604-00****PROGRAM NAME: Balanced Housing Neighborhood Preservation**

A grant/loan contractual agreement with the New Jersey Department of Community Affairs is composed of two major parts: the General Terms and Conditions for Administering a Grant/Loan and the individual Grant/Loan Agreement document which includes the cover page, the signature page, the Agreement Data Sheet and the following four sections:

- A. Specific Terms and Conditions;
- B. Agreement Budget;
- C. Scope of Services; and
- D. Program Provisions.

By signature on this Grant/Loan Agreement, the above-named Recipient agrees to the specific provisions stated in the four sections of this Grant/Loan Agreement. In addition, the Recipient agrees to comply with all provisions of the State of New Jersey, Department of Community Affairs, General Terms and Conditions for Administering a Grant/Loan - Issue Date: February, 1998. The General Terms and Conditions for Administering a Grant/Loan are incorporated in this Grant/Loan Agreement by reference. The Recipient hereby acknowledges receipt of the General Terms and Conditions for Administering a Grant/Loan document or understands that a copy of the General Terms and Conditions for Administering a Grant/Loan may be obtained upon request to the division funding this grant and/or loan.

rental units in any project covered by a single deed with permanent occupancy permits.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or EXHIBIT A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTIONS of the Agreement.

C. This Agreement shall be executed by the Owner or the then current title holder of record of the property upon which the Affordable Housing units are to be situated prior to its recording.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Lease Agreements from all Owners to Purchasers and Certified Renters of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an AFFORDABLE HOUSING AGREEMENT which has been filed in the Office of the Clerk of Ocean County and is also on file with the N.J. Department of Community Affairs."

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of Affordable Housing units, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units designated as rental units shall at all times remain the Primary Residence of the Renter and shall not be sublet to any party whether or not that party is qualified as a Low or Moderate Income Eligible Household without prior written approval from the Department.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that the expenditures for any alteration that allows a unit to be resold or rented to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Rent. Owners must obtain prior approval for such alteration to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Department in writing sixty (60) days prior to a rental vacancy. Owners shall not convey title or lease or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Department.

F. An Owner shall request referrals of Certified Households from the pre-screened established referral list maintained by the Department.

G. If the Department does not refer a certified household within sixty (60) days of the Notice of Rental Vacancy, the Owner may rent the property to an eligible household not referred by the Department. The proposed Renter must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Department for written certification as an eligible rental transaction.

H. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, Department approved second mortgages and liens of the Department to attach and remain on the property for more than sixty (60) days.

I. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

J. The Owner shall have responsibility for forwarding copies of all documents filed with the applicable county recording office to the Department after they have been signed, dated and recorded.

K. The Owner shall be obligated to pay a service fee to the Department for initial occupancy and at the time of each new rental occupancy in the amount specified by the fee schedule approved by the N.J. Treasurer.

IX. FORECLOSURE

A. This agreement shall not be terminated in the event of judgment of Foreclosure on properties that include Affordable Housing units that are designated as rental units unless the rental unit is contained within an owner-occupied property containing four or less units.

B. If the rental unit is contained within an owner-occupied property containing four or less units, the terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

C. Upon a judgment of Foreclosure of an owner-occupied unit containing an affordable rental housing unit, the Department shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Department, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Department shall have all remedies provided at law or equity, including but not limited to foreclosure, recoupment of any funds from a rental in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Department may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Department, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner: Beckerville Urban Renewal Associates, LP
c/o Homes For All, Inc.
7 Hyers Street
Toms River, NJ 08753

Attention: James F. Valle, President

To the Department: NJ Department of Community Affairs
Division of Housing and Community Resources
101 South Broad Street -- PO Box 806
Trenton, NJ 08625-0806

Attention: Housing Affordability Service

Or such other address that the Department, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Department, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

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

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

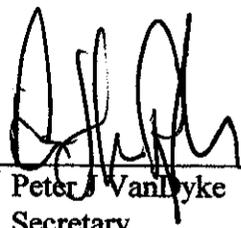
XVIII. AGREEMENT

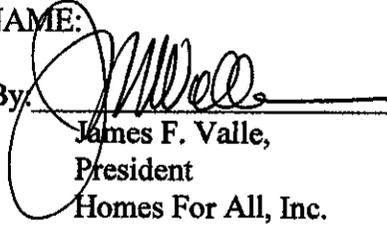
The Owner and the Department hereby agree that all Affordable Housing units described herein shall be marketed, sold, rented, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Department shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk, for the County in which the Affordable Housing units are situated.

Dated: November 1, 2008

Beckerville Urban Renewal Associates, L.P.

By: Homes For All, Inc., its General Partner

ATTEST: 
Peter J. Vanbyke
Secretary
Homes For All, Inc.

NAME:
By: 
James F. Valle,
President
Homes For All, Inc.

Scroll down

This is not a certified copy

ACKNOWLEDGEMENT

STATE OF NEW JERSEY)

)ss

COUNTY OF Ocean)

I CERTIFY that on November 1, 2008,

James F. Valle, 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 document; and
- (b) signed, sealed and delivered this document as his or her act and deed; and
- (c) if applicable, is a general partner of the partnership and signed and delivered this document as his or her act and deed as general partner on behalf of the partnership.
- (d) this person signed this proof to attest to the truth of these facts.

James F. Valle
 President, Homes For All, Inc.
 General Partner of Beckerville Urban Renewal Associates, L.P.

(Print name and title below signature)

Signed and sworn to before me on the

1st day of November, 2008.



Diane M Havens
Notary Public State of New Jersey

DIANE M. HAVENS
Notary Public of New Jersey
My Commission Expires 6-22-2009

Scroll down

DeVencens Corp
 611 Main St
 Second Flr
 TR NJ 08253

R&R

LIHTC # 572

SEAPORT TITLE AGENCY INC.
98 EAST WATER ST.
TOMS RIVER NJ 08753
732-349-0575 FAX: 732-349-7299

Prepared By: _____

Jeffrey D. Kaiser, Esq.
Schnader Harrison Segal & Lewis LLP
1600 Market Street, Suite 3600
Philadelphia, Pennsylvania 19103

INSTR # 2000J36630 OR BK 10222 PG 0637 RECD 10/26/2000 10:39 AM
N. DEAN HAINES OCEAN COUNTY

DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of October 17, 2000 shall run with the land and is granted by Beckerville Urban Renewal Associates, L.P., and its successors and assigns (the "Owner") whose principal address is 308 West State Street, Trenton, New Jersey 08618 to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the Carryover Agreement or the IRS Form(s) 8609 for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in the annual amount of \$ 441,139 to be claimed by the Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The 29 buildings, which consist of a total of 57 residential rental units of which 57 are LIHTC units, and which will constitute a qualified housing project as defined in Section 42 of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as Beckerville Apartments (the "Project") located at Beckerville and Horicon Roads, Manchester Township, Municipal Tax Map Book No. 79, Lot No. 31 in the County of Ocean, New Jersey, and title to which has been recorded in the County Clerk or Register's Office in Deed Book No. 5673 at Page No. 45, being more fully described as set forth in Attachment "A" hereto.
- (2) If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.

Seaport
30 - Chg 392
57

- (3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low income unit fraction or the low income floor space fraction), and as provided by the owner in its low income housing tax credit application (the "Application") is one hundred percent (100%). This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5B) below.
- (4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period on which such buildings are placed in service as a qualified low income housing project, and shall end on the date specified in paragraph (5A) or (5B) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Owner elected to increase the compliance period or extended use period as indicated with an ("X") below:

(A) If this box is checked, the Owner elected in the 1995 Application to increase the extended use period described in section 42(h)(6)(D) of the Code by an additional ___ years beyond the expiration of the initial 15-year compliance period described in section 42(i)(1) of the Tax Code, for a total extended use period of ___ years. Therefore, this Covenant shall extinguish at the close of the _____th year after the beginning of the compliance period unless terminated in accordance with the provisions enumerated at section 42(h)(6)(E) of the Code.

OR

(B) If this box is checked, the Owner elected in the Application to increase the compliance period described in section 42(I)(1) of the Code by an additional 15 years for a total of 30 years, ("extended compliance period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(1) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the

beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended compliance period because the Agency was unable to present a qualified contract during the one year period of time specified in this paragraph (5)(B).

- (6) The compliance period begins at the same time as the credit period. The Owner elects when to begin the credit period at the time the Owner's first tax return is filed with the Internal Revenue Service. Owner will begin the credit period on January 1, 2001.
- (7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Owner in its Application requires that twenty percent (20%) or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is fifty percent (50%) or less of area median gross income (AMGI). The selection of this federal set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.
- (8) If this box is checked, the Project is also subject to the state set-aside, which is defined in the 199__ Qualified Allocation Plan and was selected by the Owner in its Application. The state set-aside requires that ___ percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.
- (9) If this box is checked, a New Jersey non-profit corporation must have some interest in the general partnership or voting membership, or the Project must be owned by a New Jersey non-profit corporation, a limited partnership where the general partner is a New Jersey non-profit corporation or a limited liability company where the voting member is a New Jersey non-profit corporation (as described in the 1996 Qualified Allocation Plan and selected by the Owner in the 1996 Application). Any new owner during the compliance period must qualify under these rates.
- (10) If this box is checked, the Project is a special Needs Project as defined in the 19__ Qualified Allocation Plan, and as selected by the Owner in its Application and as such, the Owner must BOTH restrict 2__% of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs.

- (11) If this box is checked, the Owner is required to in make available to tenants of all LIHTC units 3 appropriate and affordable social service(s) throughout the compliance period in accordance with the Social Services Model as defined in the 1999 Qualified Allocation Plan, and as selected by the Owner in its Application. Social services may be modified to better address the needs of the low income tenants of the Project upon written approval of the Agency.
- (12) If this box is checked, the Owner pledged in the Application to employ throughout the compliance period a property manager for the Project who has successfully completed an Agency-approved tax credit certification course.
- (13) If this box is checked, the Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. The unit amenities are: central air conditioning, washer and dryer hookup, frost-free refrigerator. The project amenities are: playground, large unit sizes, 1 parking space per unit, roof warranty.
- (14) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.
- (15) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.
- (16) This Covenant shall constitute an agreement between the Agency and the Owner which is enforceable in the courts of the State of New Jersey by the Agency or by an individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (17) Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (18) Owner agrees to obtain the consent of any recorded lien holder on the Project to this Covenant and such consent shall take the form of a Subordination Agreement between the lender and the Agency and shall be a condition precedent to the issuance of MS Form(s) 8609.
- (19) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above,

unless terminated prior to said date in accordance with all provisions of the Code including section 42(h)(6)(E)(ii) prohibiting eviction (other than for good cause) of existing low-income tenants for three years after Such termination and prohibiting any increase in the gross rents beyond that permitted under the Code and the regulations promulgated thereunder.

- (20) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder, Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.
- (21) In order to enable the Agency to monitor Owner's compliance with these use and occupancy restrictions pursuant to the Code, Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the project during business hours and to inspect and copy all books and records pertaining to the Project.
- (22) Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
- (23) Owner covenants and agrees that in the event it files for bankruptcy or liquidates or sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.
- (24) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions that may be more stringent than the Code.
- (25) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.

Signatures: This Covenant is granted by the Landowner and the Project Owner whose duly authorized representatives' signature appears below, duly acknowledged and notarized.

LANDOWNER:

BECKERVILLE URBAN RENEWAL ASSOCIATES, L.P.

ATTEST:

By: BECKERVILLE APARTMENTS, INC.,
its Corporate General Partner

By: Robert M. McDermott
ROBERT M. MCDERMOTT
VICE PRESIDENT

By: Cosmo Iacavazzi, Pres
Cosmo Iacavazzi, President

PROJECT OWNER:

BECKERVILLE URBAN RENEWAL ASSOCIATES, L.P.

ATTEST:

By: BECKERVILLE APARTMENTS, INC.,
its Corporate General Partner

By: Robert M. McDermott
ROBERT M. MCDERMOTT
VICE PRESIDENT

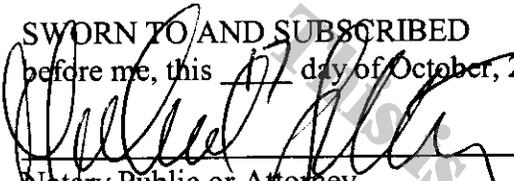
By: Cosmo Iacavazzi, Pres
Cosmo Iacavazzi, President

ACKNOWLEDGMENT

I CERTIFY, that on October 17, 2000, personally came me Robert M. McDannell(and this person acknowledged under oath, to my satisfaction, that (a) this person is the attesting witness to the signing of this document by Cosmo Iacavazzi, who is President of Beckerville Apartments, Inc., the General Partner of the Partnership named herein, and duly authorized to execute this document; (b) this document was signed and delivered by Cosmo Iacavazzi as President of the General Partner as its voluntary act on behalf of the Partnership and (c) this person signed this proof to attest to the truth of these facts.


WITNESS

SWORN TO AND SUBSCRIBED
before me, this 17 day of October, 2000


Notary Public or Attorney
MICHAEL SCHWARTZ
ATTORNEY AT LAW
STATE OF NEW JERSEY

Not a certified copy

**24. Manchester Development Group (MDG)
(Block 62, Lots 15, 16, and 33)**

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT WITH FAIR SHARE HOUSING CENTER AND MANCHESTER DEVELOPMENT GROUP

WHEREAS, the Township of Manchester filed a complaint in July of 2015 seeking a declaration of its compliance with the Mount Laurel Doctrine and Fair Housing Act, entitled In the Matter of the Township of Manchester, Docket No. OCN-L-1910-15 and has participated in the proceedings in the Court in order to determine the proper methodology for the calculation of Fair Share Obligations for municipalities in Ocean County as contemplated by the Supreme Court In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (“Decision”); and,

WHEREAS, prior to the Court reaching a decision, the Township engaged in settlement discussions with Fair Share Housing Center and the intervenor, Manchester Development Group and came to an agreement setting the Township’s entire Third Round (1999-2025) housing obligation at 340 units; and,

WHEREAS, the Township, Fair Share Housing Center and Manchester Development Group have come to an agreement that the Township shall satisfy its Prospective Need through the plan consisting of 229 units to be achieved through inclusionary developments, 33 units to be achieved through 100% affordable developments and 85 Rental Bonus Credits; and,

WHEREAS, the proposed settlement agreement, attached hereto, shall settle the Township’s entire third round obligation, regardless of the recent decision by the New Jersey Supreme Court regarding the “gap” obligation.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Manchester as follows:

1. The Mayor is hereby authorized to sign the agreement, attached hereto, on its behalf.
2. This Resolution shall take effect immediately.

CERTIFICATION

I, Sabina T. Skibo, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Governing Body of the Township of Manchester at a meeting held on the 7th day of February, 2017.



SABINA T. SKIBO, RMC
Township Clerk

#17-085

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE EXECUTION OF A SETTLEMENT
AGREEMENT WITH MANCHESTER DEVELOPMENT
GROUP**

WHEREAS, the Township of Manchester had previously entered into a Settlement Agreement with Manchester Development Group, LLC (hereinafter, "MDG") for the development of approximately 93 acres of property located at Block 62, Lots 15, 16 & 33 in the Township of Manchester (hereinafter, "the property"); and,

WHEREAS, MDG intervened in the Township's Declaratory Judgment action filed in July of 2015 seeking a declaration of its compliance with the Mount Laurel Doctrine and Fair Housing Act; and,

WHEREAS, following settlement discussions, the parties have renegotiated the 2004 Agreement and intend to enter into a new Agreement memorializing that MDG shall develop the property with a non-age restricted inclusionary development of 404 residential units, 20% of which shall be reserved for rental by low and moderate income households; and,

WHEREAS, the proposed settlement agreement, attached hereto, has been reviewed and approved by the Township Attorney and the attorney for MDG; and

WHEREAS, the Township Council finds it to be in the best interest of the Township to enter into the Settlement Agreement with MDG to memorialize the agreed upon terms regarding the proposed residential development of the Property including an inclusionary component.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Manchester as follows:

1. The Mayor is hereby authorized to sign the agreement, attached hereto, on its behalf.
2. This Resolution shall take effect immediately.

CERTIFICATION

I, Sabina T. Skibo, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Governing Body of the Township of Manchester at a meeting held on the 7th day of February, 2017.



SABINA T. SKIBO, RMC
Township Clerk

#17-008

**AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING
CHAPTER 245 ENTITLED "LAND USE AND DEVELOPMENT"
OF THE TOWNSHIP OF MANCHESTER CODE.**

WHEREAS, the Township of Manchester entered into a Settlement Agreement with the Manchester Development Group (hereinafter "MDG") on February 17, 2017; and

WHEREAS, MDG is the current owner and/or contract purchaser of property that consists of a total of approximately eighty-nine (89) acres and which parcels are identified on the Township tax maps as Block 62, Lots 15, 16 & 33; and

WHEREAS, pursuant to the Mount Laurel Doctrine as expressed in Southern Burl. Co. NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II"), the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et. (the "FHA") and applicable regulations promulgated by the New Jersey Council on Affordable Housing ("COAH") pursuant to the FHA (the "COAH Regulations"), the Township has a constitutional obligation to provide its fair share of the region's need for affordable housing; and

WHEREAS, on March 10, 2015, the New Jersey Supreme Court issued its decision In re N.J.A.C. 5:96 & N.J.A.C. 5:97, 221 N.J. 1 (2015) ("Mount Laurel IV"), granting FSHC's Motion and, in relevant part, establishing a process whereby the New Jersey trial courts would assume jurisdiction over municipal compliance with the Mount Laurel Doctrine;

WHEREAS, pursuant to the direction of the Mount Laurel IV decision, the Township initiated the present matter captioned In the Matter of the Township of Manchester, Docket No.: L-1910-15, in an effort to establish the Township's compliance with its Third Round Mount Laurel obligation (the "Township Compliance Action"); and

WHEREAS, MDG sought and was granted intervention into the Township Compliance Action to ensure the Township's satisfaction with its Third Round Mount Laurel obligation, which obligation would be determined by the trial court;

WHEREAS, in evaluating properties appropriate for inclusionary development, the Township has determined that the MDG Property presents a suitable opportunity for such development; and

DRAFT

WHEREAS, the Township, subject to Court approval, has determined to proceed with a rezoning initiative for the MDG Property, which rezoning will assist the Township in addressing its Third Round Mount Laurel Obligation and which zoning initiatives will be an integral component of the Township's Third Round Housing Element and Fair Share Compliance Plan (the "Township Compliance Plan");

WHEREAS, a Fairness Hearing was held on April 7, 2017 during which the Court determined that the Settlement Agreement adequately protects the interest of lower-income persons on whose behalf the units are to be built and serves to promote the Township's effort to satisfy its constitutional obligation to provide affordable housing for low and moderate income households; and

WHEREAS, pursuant to N.J.S.A. 40:55D-62, the governing body of a municipality may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of the buildings and structures thereon; and

WHEREAS, this ordinance is consistent with the terms of the February 17, 2017 Settlement Agreement between the Township of Manchester and MDG; and

NOW, THEREFORE, BE IT ORDAINED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MANCHESTER, as follows:

Section 1.

The Township of Manchester Municipal Code, Chapter 245, Article IV entitled "Zoning," is amended as follows [New language **bold and underlined**, deleted language ~~double strikethrough~~]:

§245-23 Zoning Districts

C. Pinelands Area Zoning Districts.

- PPA Pinelands Preservation Area
- PFA-R Pinelands Forest Area - Receiving
- PFA-S Pinelands Forest Area - Sending
- PRA Pinelands Rural Agriculture

DRAFT

- PR-40 Pinelands Single-Family Residential
- PR-15 Pinelands Residential - 15,000 square feet
- PRC Pinelands Retirement Community
- PRC/RCL Pinelands Retirement Community/Residential Cluster
- PMP Pinelands Mobile Home Park
- PB-1 Pinelands Business
- POR-LI Pinelands Office, Research and Light Industrial
- BVR-40 Beckerville Village Single-Family Residential
- WTRA Whiting Town Rural Agricultural
- WTR-40 Whiting Town Residential - 40,000 square feet
- WTRC Whiting Town Retirement Community
- WTB-1 Whiting Town Business - 1 acre
- WTO-P Whiting Town - Office Professional
- WTHD Whiting Town - Highway Development
- MI Military Installation
- PED Pinelands Environmental Development
- PRC-1 Pinelands Retirement Community
- PAF-1 Pinelands Affordable Housing Zone**

§245-32 Pinelands Area Development

- C. Pinelands development credits. In accordance with N.J.A.C. 7:50-5.41 to 7:50-5.47, Pinelands development credits Program shall be applicable in the Pinelands Area of the Township as follows:
 - (1) Application of Pinelands development credits. Except for land which was owned by a public agency on January 14, 1981, land which is thereafter purchased by the State of New Jersey for conservation purposes, land which is subject to an

easement limiting the use of land to nonresidential uses, or land otherwise excluded from entitlement in Subsection C(2) below, every parcel of land in the Pinelands Preservation Area District shall have a use right known as "Pinelands development credits" that can be used to secure a density bonus for land located in the BVR-40, PAF-1, PR-40, PR-A, PED-1, PRC and PRC-1 Zones, where required, and in certain other Pinelands municipalities approved by the Pinelands Commission. Pinelands development credits may also be allocated to certain properties in the Township by the Pinelands Commission pursuant to N.J.A.C. 7:50-4.61 et seq.

(2) - (7) (no change)

(8) Required use of Pinelands credits. Pinelands development credits shall be used in the following manner only within the Pinelands Area Regional Growth Area of Manchester Township located in the Ridgeway area of the Township northwest of the Southern Branch CONRAIL railroad and northeast of Naval Air Engineering Center - Lakehurst (currently known as Joint Base-McGuire-Dix-Lakehurst and the Borough of Lakehurst:

- (a) To permit development of parcels of land in the PAF-1, PR-40, PR-A, PRC, PRC-1, PR-15 and PED-1 Zones according to the density and lot area requirements set forth in § 245-33E, F, G, I, V, and W of this chapter;
- (b) When a variance of density or minimum lot area requirements for the PAF-1, PR-A, PR-40, PRC, PRC-1, PMP, PR-15 and PED-1 zones within the Pinelands Regional Growth Area is granted by the Township, Pinelands development credits shall be used for all housing units or lots in excess of that otherwise permitted without the variance;
- (c) When a variance or other approval for a nonresidential use not otherwise permitted in the PAF-1, PR-A, PR-40, PR-15, PRC, PRC-1, PMP and PED-1 zones is granted by the Township, Pinelands development credits shall be used at 50% of the maximum rate permitted for Pinelands development credit use in the zone in which the nonresidential use will be located for parcels under 10 acres in size; at 75% of the maximum rate for parcels between 10 and 20 acres in size; and at 100% of the maximum rate for parcels over 20 acres in size. This requirement shall not apply to a

variance or other approval which authorizes the expansion of or changes to existing nonresidential uses in accordance with N.J.A.C. 7:50-5.2;

§245-33 Pinelands Area Zoning Districts

W. PRC-1 Pinelands Retirement Community.

- (1) Permitted uses.
 - (a) Same as RA zone.
 - (b) Planned retirement community per § 245-67, subject to the following as specified in the Builders' Remedy Settlement Agreement known as Manchester Development Group LLC, et al vs. Manchester Township:
 - [1] The maximum number of market-rate housing units shall not exceed 400 housing units for the Pulte Homes Tract;
 - ~~[2] The maximum number of market-rate housing units shall not exceed 300 housing units for the MDG Tract.~~
 - (c) Retirement community multi-family housing. Retirement community multi-family housing may be permitted as a component of a planned retirement community, provided:
 - [1] Not more than 25% of the units shall be multi-family units.
 - [2] Multi-family structures shall be a maximum of three habitable stories and one story of vehicular parking. The maximum building height shall be 45 feet.
 - [3] The maximum number of housing units per building shall be 24.
 - [4] Multi-family buildings shall be separated from adjacent structures by a distance equal to the height of the tallest of the adjacent structures.
- (2) Permitted accessory uses. Permitted accessory uses shall be the same as those permitted in the RA Zone.
- (3) Conditional uses.
 - (a) Senior citizen light care subject to the provisions of § 245-73.
 - (b) Continuing care for the elderly per § 245-75, subject to the density standards of Subsection W(1)(b) above.
- (4) Yard, area, and building requirements. All development in the PRC-1 Zone shall be located so as to maximize the protection of threatened and endangered species

habitat, including dedication of a conservation easement a minimum of 150 feet measured from the delineated wetlands along the Cabin Branch.

- (5) Off-street parking, loading and vehicular access. Off-street parking, loading and vehicular access shall be the same as required in the RC Zone.
- (6) Signs. Signs shall be permitted in accordance with § 245-27 of this chapter.
- (7) Pinelands development credits. Pinelands development credits shall be acquired and redeemed at the rate of one right (0.25 credits) for every 3.33 non-income-restricted housing units (30% of all market-rate residential units) developed in the PRC-1 Zone.

X. PAF-1 Pinelands Affordable Housing Zone.

- (1) **Purpose. The purpose of the PAF-1 Pinelands Affordable Zone is to provide for multi-family housing for low- and moderate-income households required in accordance with the Settlement Agreement between the Manchester Development Group, LLC and Manchester Township, through the development of four hundred four (404) multi-family residential units, of which twenty percent (20%) shall be reserved for occupancy by low- income and moderate-income households ("Affordable Units"), as defined by COAH regulations and the regulations of the Uniform Housing and Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC").**
- (2) **Permitted uses.**
 - (a) **Multi-family residential units, including garden apartments.**
 - (b) **Attached single family residential units (i.e. townhomes).**
- (3) **Minimum tract size: the entire 89 acres of the MDG tract, consisting of Lots 15, 16 and 33 in Block 62 in the Township of Manchester, shall be developed as a planned multi-family residential development.**
- (4) **Maximum development yield: The maximum total number of dwelling units shall be four hundred four (404) total residential dwellings units, consisting of a mix of multi-family apartments and townhouses with a maximum of sixty percent (60%) of the units within the MDG Project consisting of apartments and the remaining forty percent (40%) of units consisting of townhome units.**
- (5) **Affordable housing requirement.**
 - (a) **The applicant shall provide for a twenty-percent (20%) inclusionary component. The type, construction and distribution of affordable housing units shall conform to the regulations in effect by COAH, by the Department of Community Affairs or such other state agency designated as the regulatory agency for affordable housing and affordable housing**

construction in New Jersey at the time of the issuance of the first building permit for the development.

- (b) Affordable units shall be integrated with the market rate units.
- (c) All affordable units shall be family rentals. The market-rate units may be for sale or for rent.
- (d) Phasing for construction of the Affordable Units shall be in accordance with COAH's phasing schedule established by N.J.A.C. 5:93-5.6(d).
- (e) All Affordable Units shall comply with COAH's Rules including, but not limited to those concerning (a) income qualification, (b) controls on affordability for a period of thirty (30) years, (c) deed restrictions, (d) bedroom distribution, (e) low/moderate income split, (f) affirmative marketing and (g) handicap accessibility.
- (f) All Affordable Units shall be subject to deed restrictions on income limits for a period not less than thirty (30) years.
- (6) Setback from existing public streets. All buildings, and other above-ground improvements, with the exception of access drives or access roadways, parking areas, landscaping and screening areas, shall be setback a minimum of 75 feet from the right-of-way of existing public streets. Parking areas and associated lighting shall be a minimum of 25 feet from the right-of-way of all public streets
- (7) Setback from other property lines. All buildings, and other above-ground improvements, including access drives, with the exception of landscaping and screening areas, shall be set back a minimum of 50 feet from all side and rear lot lines
- (9) Minimum width of any apartment unit or attached single family housing unit: 20 feet.
- (10) Maximum building length: No principal building, when viewed from any elevation, shall be greater than 200 feet in length.
- (11) Distance between principal buildings and internal drives. No multi-family dwellings shall be located closer than 20 feet to any access drive or internal roadway.
- (12) Distance between principal buildings and parking areas. No multi family building shall be located closer than 12 feet to any parking area. No single family housing unit shall be located closer than 20 feet to any parking area, except for access aisles or driveways to garages and/or carports which are attached to principal buildings.

DRAFT

- (13) Maximum building height: 45 feet.
- (14) Maximum number of stories: 3 stories.
- (15) Maximum number of units per structure:
- (a) Multi-family residential: 16 units.
 - (b) Attached single-family: 8 units.
- (16) Minimum distance between buildings:
- (a) For multi-family residential buildings oriented essentially at 90 degrees to each other, the minimum distance between same shall be 30 feet, or the height of the tallest of the two buildings, whichever is greater.
 - (b) For multi-family residential buildings oriented essentially end to end to each other, the minimum distance between same shall be 30 feet, or 1.5 times the height of the tallest of the two buildings, whichever is greater.
 - (c) For multi-family residential buildings oriented essentially with parallel axis facing each other, the minimum distance between same shall 40 feet, or twice the height of the tallest of the two buildings, whichever is greater.
- (17) Courtyards. Courtyards bounded on three or more sides by wings of the same building or by the walls of separate buildings shall have a minimum court width of two feet for each one foot in height of the tallest building or building wing.
- (18) No portion of any dwelling unit shall be lower than the outside finished grade (excluding the basement portion of the dwelling unit). No depressed siting shall be permitted.
- (19) Recreation. Passive recreation areas, such as pathways, natural woods and fields, seating areas and lawns, shall be provided, and suitably arranged throughout the multi-family development. In addition, an active recreation area or areas shall be provided at the rate of at least 150 square feet per dwelling unit. Outdoor play equipment shall be installed in each recreation area in sufficient amount and variety to service the occupants of the project. If a swimming pool area or areas are to be installed, they are to include a pool of a size at least equivalent to 6 square feet per unit, except that no pool less than 500 square feet will be allowed, and no pool greater than 3,000 square feet shall be required. A clubhouse, auxiliary building or buildings providing for lavatories and storage shall also be erected in conjunction with pools.
- (20) Off-street parking, loading and vehicular access requirements. Off-street parking, loading and vehicular access shall be governed by the New Jersey Residential Site Improvement Standards N.J.A.C. 5:21.

DRAFT

- (21) Utility requirements. The applicant for the site plan approval shall arrange with the serving utility for the underground installation of the utilities' distribution supply lines and service connections in accordance with the provisions of the applicable standard terms and conditions incorporated as part of its tariff on file with the State of New Jersey Board of Public Utility Commissioners. All multi-family and attached single-family development shall be served by public sewer and public water in accordance with the requirements of the Manchester Township Department of Utilities.
- (22) Landscaping and buffer requirements. All areas not used for the construction of buildings, roads, accessways, parking areas or sidewalks shall be fully landscaped or grassed. All trees within 20 feet of the perimeter boundary of the affordable housing site shall be preserved. When no trees exist within 20 feet of the perimeter boundary of the affordable housing site, or when the existing trees must be removed for grading purposes, the developer shall plant trees within such twenty-foot perimeter at the rate of one tree per 200 square feet.
- (23) Garages and/or carports, when not attached to a principal building, shall be located no closer than 40 feet to a facing wall of a principal building containing windows, nor closer than 20 feet to a facing wall of a principal building which does not contain windows.
- (24) Garage and/or carport parking spaces shall not be counted toward meeting off-street parking requirements, unless the garage or carport space has a driveway in front of it which is a minimum of 20 feet in depth and which driveway is adjacent and accessible from an access aisle or internal roadway.
- (25) Refuse storage. There shall be provided at least one outdoor refuse storage area of at least 100 square feet for each 20 dwelling units. The refuse storage area shall be suitably located and arranged for access and ease of collection.
- (26) Interior roads and driveway location roads. Roads may be private or public, at the election of the developer. In the event the roads are private, then such private roads shall be the responsibility of a homeowners' association. In such event, the provisions of the Municipal Services Act shall be applicable. In the event such roads are public, then such public roads shall be the responsibility of the Township of Manchester, including the maintenance of drainage facilities in such public roadways.
- (27) Permitted accessory uses. Permitted accessory uses usually incidental to the above uses, as specified below:
- (a) Noncommercial garage for the exclusive use of site residents only.
 - (b) Noncommercial swimming pools for exclusive use of site residents.
 - (c) Clubhouse for use by residents and their guests.

(d) Maintenance building and yard.

(28) Sign regulations. Signs shall be installed in accordance with § 245-27E General sign regulations.

(29) Outdoor lighting. Interior development roads, parking areas, dwelling entranceways and pedestrian walks shall be provided with sufficient illumination to minimize hazards to pedestrians and motor vehicles utilizing the same, but in no case shall such lighting be less than is required to provide a minimum lighting level of 0.5 horizontal foot-candles throughout such areas from dusk to dawn. Where necessary, lights shall be shielded to avoid glare disturbing to occupants of the buildings. Lighting shall be so arranged as to reflect away from all adjoining residential buildings.

(30) Concrete walkways at least four feet wide shall be provided where normal pedestrian traffic is likely to occur.

(30) All rooms, exclusive of living rooms, dining rooms, kitchens and bathrooms, which contain 70 square feet or more of floor area, shall be considered bedrooms. If a dining room is not directly accessible from and adjacent to both the kitchen and living room, it shall also be considered a bedroom.

(31) Minimum gross habitable floor area requirements:

(a) One-bedroom units: 750 square feet.

(b) Two-bedroom units: 800 square feet.

(c) Three-bedroom units: 1,000 square feet.

(32) Approval.

(a) All lands associated with the townhouses shall be dedicated to a homeowners' association, and the approving agency shall condition final approval upon the establishment of a homeowners' association.

(b) As a condition of approval, the developer shall enter into a Developer's Agreement with the Township. The Developer's Agreement shall provide for the type and amount of performance and maintenance guarantee required, the amount of inspection fee deposit, a preconstruction conference, a timeline for the phasing of development, traffic control, a summary of improvements to be installed by the developer and the itemized cost estimate for same and, in accordance with N.J.S.A. 40:55D-42, any off-tract improvements which shall be constructed by the developer and the calculation of the developer's fair share of costs as well as any other such matters as the Planning Board shall determine to be necessary to protect public health, welfare and safety.

(c) The Developer's Agreement shall be approved by the Township Council, upon recommendation of the Planning Board, and subject to the approval by a court maintaining jurisdiction of the Township's Mt. Laurel program that governs, among other related items, the following aspects of the project: site and building design criteria; development, operation and management guidelines; staging of the project construction in relation to the market rate development, including financial contingency arrangements governing willful default by an applicant of said staging program; and provisions for the continuation of a portion of units as affordable units beyond the prescribed thirty-year time limit required of such units.

(33) Pinelands development credits. In the PAF-1 zoning district, Pinelands Development Credits shall be purchased and redeemed for 30% of all units, excluding up to 20% of the total project units that are made affordable for low- and moderate-income households in accordance with applicable state law. Units made affordable for low- and moderate- income households that account for more than 20% of the total project units shall purchase and redeem Pinelands Development Credits for 30% of all such units.

Section 2.

The Township of Manchester Zoning Map is hereby amended as follows:

Block	Lot	Location	Tax Sheet	From Zone	To Zone
62	15	3500 Ridgeway Road	3	PRC-1	PAF-1
62	16	3500 Ridgeway Road	3	PRC-1	PAF-1
62	33	3500 Ridgeway Road	3	PRC-1	PAF-1
62	14	3576 Ridgeway Road	3	PRC-1	PR-40

Section 3.

All ordinances of the Township of Manchester which are inconsistent with the provisions of this Ordinance are hereby repealed as to the extent of such inconsistency.

Section 4.

Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

DRAFT

Section 5.

This Ordinance shall take effect upon final passage, adoption, and publication in the manner prescribed by law.

Section 6.

The Planning Board, within twenty (20) days of referral of the Proposed Ordinance Amendment from the Township, shall review and issue its referral report on the Ordinance as required by N.J.S.A. 40:55D-26a.

NOTICE

PUBLIC NOTICE is hereby given that the foregoing ordinance was introduced at a meeting of the Township Council of the Township of Manchester, in the County of Ocean and State of New Jersey on the 26th day of June 2017, and was then read for the first time. The said ordinance will be further considered for final passage by the Township Council in the Town Hall at 6:00 p.m. on the 10^h day of July 2017. At such time and place or any time or place to which said meeting may be adjourned; all person interested will be given an opportunity to be heard concerning said ordinance.

Sabina T. Skibo, RMC
Township Clerk

**25. Autumn Ridge (Manchester Associates, Inc)
(Block 30, Lot 1.01, 2,4, and 52)**

**RESOLUTION OF MEMORIALIZATION OF
THE MANCHESTER TOWNSHIP PLANNING BOARD**

RE: 3085 Rt. 571 Manchester Associates, LLC
Block 30, Lot 1.01 and Block 52, Lots 2 and 4
Preliminary and Final Major Site Plan Approval

WHEREAS, 3085 Rt. 571 Manchester Associates, LLC, whose address is c/o Taff & Davies, 143 Route 70, Toms River, 08755 has applied to the Manchester Township Planning Board for Preliminary and Final Major Site Plan Approval for the construction of eighty-two (82) multifamily townhouses consisting of two and three bedroom units with private road improvements on premises known as Block 30, Lot 1.01 and Block 52, Lots 2 and 4 on the Tax Map of the Township of Manchester, which premises are located within the MF-6(Multifamily-6) Zone and adjacent to the TR (Retirement Community), R-40 (Residential) and HD-3 (Highway Development) Zones of the Township; and

WHEREAS, such proof of publication of Notice of Hearing as may be required by New Jersey Statutory and municipal ordinance requirements has been furnished; and

WHEREAS, such proof of service as is required by New Jersey Statutory and municipal ordinance requirements upon appropriate property owners and governmental agencies has been furnished; and

WHEREAS, a public hearing was held on the said application on October 5, 2015 in the Municipal Building of the Township of Manchester, at which time testimony and exhibits were presented on behalf of the Applicant, and all interested parties were heard; and

WHEREAS, the Manchester Township Planning Board having considered said application, testimony and exhibits submitted, makes the following findings of fact:

1. The within application is deemed complete pursuant to the applicable provisions of the Manchester Township Zoning Ordinance.
2. The Applicant's property is located in the Multifamily-6 (MF-6) Zone where the proposed development is a permitted use.
3. The subject properties are mostly wooded, contain a single-family dwelling and there is an area of wetlands along the westerly portion of the property. The properties contain a total of 1,011,288 SF (23.21 acres) within the MF-6 (Multifamily-6) Zone and adjacent to the RC (Retirement Community), R-40 (Residential – 40,000 sq. ft.), and HD-3 (Highway Development – 3 acres) zones. The Applicant seeks an approval for the construction of 82

multifamily townhouses consisting of two- and three-bedroom units with private road improvements. No variances or waivers have been requested.

4. The Applicant has not requested any variances or waivers.
5. Applicant has submitted the following document in support of the subject application:
 - a. One (1) set of original Site Plans for Preliminary and Final Major Site Plan, Lot 1.01, Block 30 and Lots 2 & 4, Block 52, sheets 1-24, prepared for 3085 Route 571 Manchester Associates, LLC., by FWH Associates, P.A., Brian P. Murphy, P.E., NJ License No. 42000 dated 22 June 2015;
 - b. Twenty (20) copies of the Condominium Plan, Lot 1.03, Block 30, signed Anthony B. Koval, dated 20 August 2015;
 - c. Stormwater Management Report for Block 30, Lot 1.01 and Block 52, Lots 2 & 4, prepared for: Preliminary & Final Major Site Plan, care of: 3085 Route 571 Manchester Associates, LLC, 143 Route 70, Toms River, NJ 08755, prepared by Brian P. Murphy, P.E., FWH Associates, P.A., dated 22 June 2015;
 - d. Stormwater Management Operation & Maintenance Manual for Block 30, Lot 1.01 and Block 52, Lots 2 & 4, prepared for: 3085 Route 571 Manchester Associates, LLC, 143 Route 70, Toms River, NJ 08755, prepared by Brian P. Murphy, P.E., FWH Associates, P.A., dated 18 June 2015;
 - e. Operation & Maintenance Manual for Porous Pavement Driveways, prepared for: 3085 Route 571 Manchester Associates, LLC, 143 Route 70, Toms River, NJ 08755, prepared by Brian P. Murphy, P.E., FWH Associates, P.A., dated 23 June 2015;
 - f. One (1) set of Floor Plans and Elevations, labeled "Proposed Townhouses: Route 70 & Route 571, Manchester Township, New Jersey 08759", sheets 1-2, prepared by Stephen L. Schoch of Kitchen & Associates, dates 22 June 2015.
 - g. Traffic Impact Analysis for Lot 1, Block 30 and Lots 2, 4 & 7, Block 52, Manchester Township, Ocean County, MRA File No. 15-158, prepared by John H. Rea, P.E. and Scott T. Kennel of McDonough & Rea Associates, Inc., dated 30 June 2015;
 - h. One (1) copy of Freshwater Wetlands Letter of Interpretation: Line Verification addressed to Harvey Karen, Applicant, signed Ryan J. Anderson, Supervisor, Division of Land Use Regulation, State of New Jersey Department of Environmental Protection, dated 17 April 2014;
 - i. One (1) copy of Flood Hazard Area Verification Approval addressed to Harvey Karen, Applicant, signed Keith P. Stampfel, P.E., Supervisor, Bureau of Coastal Regulation, State of New Jersey Department of Environmental Protection, dated 15 December 2014;
 - j. One (1) copy of Letter of Transmittal addressed to Jessica L. Staszewski, P.E., P.P., FWH Associates, P.A. regarding proposed basins and parking areas inside JCP&L right of way over property, signed Michael M. Espinoza, JCP&L Real Estate, dated 22 April 2015
6. At the hearing before the Board on October 5, 2015, the Applicant called two expert witnesses in support of the subject application. The first witness, Brian P. Murphy, P.E. of FWH Associates, P.A., reviewed the site plan in great detail and addressed in his testimony the issues raised in the Planning Board Engineer's letter of September 28, 2015. Following

Mr. Murphy's testimony, John H. Rea of McDonough & Rea Associates, Inc., the Applicant's traffic engineer testified regarding the traffic impact analysis for the subject site prepared by his firm dated June 30, 2015 and answered questions regarding same from the Planning Board Members and the Planning Board's professional staff. At the conclusion of the hearing the matter was opened for questions or comments from the members of the general public. No questions or comments were forthcoming from members of the public regarding the application and the public hearing was closed.

7. The Planning Board is satisfied that the subject application which required no Variances or Waivers can be approved subject to the conditions set forth in this Resolution as the same is consistent with the Manchester Township Master Plan and Zoning Ordinances and will not have an adverse impact on the surrounding area or the public health, safety and welfare of the citizens of Manchester Township.

NOW, THEREFORE, BE IT RESOLVED on this 2nd day of November, 2015 by the Manchester Township Planning Board that the aforesaid application for Preliminary and Final Major Site Plan Approval for premises known as Block 30, Lot 1.01 and Block 42,, Lots 2 and 4 on the Tax Map of the Township of Manchester be and the same hereby is granted subject to the following terms and conditions:

1. That Applicant comply with the applicable provisions of the technical review letter prepared by the Manchester Township Planning Board Engineer dated September 28, 2015, a copy of which is annexed to this Resolution and made a part hereof, except where the provision of the technical review letter and this Resolution conflict in which case the provisions of the Resolution shall govern.
2. That Applicant obtain any and all other approvals with respect to this application from any federal, state, county or municipal agency having jurisdiction over same including but not limited to:
 - a. Ocean County Planning Board
 - b. New Jersey Department of Transportation
 - c. Ocean County Soil Conservation District
 - d. Manchester Township Department of Utilities
 - e. Ocean County Board of Health
 - f. NJDEP – LOI – **April 17, 2014, 1518-06-0001.1**
 - g. NJDEP – CAFRA
 - h. NJDEP – TWA
 - i. Utility Will Serve Letters- **NJNG 6/22/15, JCP&L 7/7/15**

3. That Applicant revise plans in accordance with the requests of the Board and its professional staff at the meeting of October 5, 2015.
4. That Applicant comply with Article 11 of Chapter XXXV of the Manchester Township Code entitled "Affordable Housing Regulations".
5. That Applicant pay to the Township of Manchester for all outstanding Legal, Engineering and Administrative Costs incurred by the Planning Board related to the development application review process as determined by the Township Treasurer.
6. That any changes or alterations to the approved plans shall require submission of an Amended Major Site Plan Application to the Manchester Township Planning Board for review and approval.
7. Signing of the plan by the Board Chairman and Secretary subsequent to the Applicant satisfying all of the foregoing conditions.
8. That subsequent to signing of the Major Site Plan, Applicant shall submit to the Board Secretary for distribution, two (2) reproducible and eight (8) print copies of the Amended Major Site Plan.
9. That prior to the signing of the Major Site plan, the Applicant shall submit a copy of plat and plans on a CD in a .dxf file format if the plat or plans are drawn with the aid of a computer in AutoCAD or GIS format (B.47.) and two copies of the final map as filed with the Ocean County Clerk shall be filed with the Township Tax Assessor and Engineer (B.48.).
10. That Applicant shall submit a copy of the master deed, by-laws, covenants, agreements or any other documents of incorporation for the Homeowners Association. Said documents shall be reviewed and approved as to their form and content by the Board's Attorney prior to the signing of the Major Site Plan. The Homeowner's Association shall be established, organized, structured and incorporated in accordance with the Township Code and Applicable State Statues.
11. That prior to commencement of construction or any work onsite, all conditions of approval must be met, including but not limited to conditions stated in the approving Resolution and Planning Board review letters; Administrative Conditions of the Planning Board review letters; posting of Performance Guarantees and Inspection Fees per the Township Engineer and Township Attorney; receipt of a Township zoning permit; attendance at a preconstruction meeting to be scheduled by the applicant with the Township Engineer's

office, and compliance with any conditions imposed pursuant to requisite outside regulatory agency reviews.

13. That prior to signing of the Site Plan and as a condition of final site plan approval, the developer shall enter into a Developer's Agreement (245-89F.) with the Township Council. This agreement shall be of a form that is acceptable to the Township Attorney and one in which the developer agrees to abide by the terms and conditions of approval, construct the required improvements in accordance with the approved plans, agree to maintain the constructed improvements including, but not limited to payment of street lighting charges, snow removal, maintenance of storm drainage, sewer and water facilities. The developer shall also agree that in the event the improvements are not maintained, the Township can utilize the cash portions of the performance guarantees to immediately attend to items presenting a safety hazard.
14. Recreation areas shall be provided in accordance with requirements of the MF -6 Zone for multi-family residential units as per 245-31, S (2) (0).
15. Post and rail fencing with wire mesh shall be constructed around the perimeter of proposed infiltration basins and include access gates. No trespassing signs shall also be installed.
15. Traffic counts to be provided for Route 571 and Route 70 intersections.
16. Stop signs to be provided at all 4-way intersections within the development.
17. Painted crosswalks to be provided.
18. Six (6) ADA compliant parking stalls to be provided.
19. Stop signs will be installed on Route 571 and Route 70 intersections.
20. Sidewalks shall be provided along the site's access drive (Road B) and along the site's frontage on Ridgeway Road for pedestrian access to Quick Check.
21. Affordable housing units will be interspersed throughout the development.
22. Assigned parking spaces will be provided for all end units.
23. Sidewalks will be provided leading from parking areas to units on one side of the roadway
24. Sidewalks will be installed on one side of the roadway leading from Buildings 2, 3, 4 and 5 to the to the westerly parking area.
25. Sidewalks will be provided along both sides of access roadways except for JCP&L easement, where sidewalks shall be on one-side of the roadway.

26. Water service lines and curb valve locations are to be in compliance with requirements of the Manchester Township Department of Utilities.
27. Pavement and traffic lanes along Ridgeway Road between proposed Access Road Band Quick Check to be aligned.
28. Applicant shall comply with conditions set forth in application review letter prepared by Maser Consulting P.A. dated September 28, 2015.
29. That Applicant must resubmit this entire proposal should there be any substantive deviation from this Resolution hereto, the submitted plans and documents and the representations of Applicant and/or its professionals which are hereby made a part hereof and shall be binding upon the Applicant;
30. That Applicant shall comply with all representations and agreements made by the Applicant, its attorney or its other professionals during the presentation of this case which representations and agreements are incorporated herein by reference and shall be binding on the Applicant.
31. That Applicant post all required guarantees in form and substance satisfactory to the Township Engineer prior to the commencement of any clearing of construction activity on the site.
32. That Applicant submit proof of publication of a notice of the decision of the Manchester Township Planning Board in this matter, which shall be published by Applicant at Applicant's expense, in accordance with applicable statutes and ordinances within thirty (30) days of the date of this Resolution.
33. That Applicant supply proof by way of appropriate affidavit certifying the payment of all outstanding real estate taxes on the subject premises.

Moved By: Mr. Vaccaro

Seconded By: Ms. Zolezi

ROLL CALL VOTE

Those in Favor: Mr. Vaccaro-yes, Ms. Zolezi-yes, Chairman Barron-yes

Messrs. Baumeister-yes, Brush-yes, Foor-yes, Krasky-yes,

Those Opposed:

Those Absent:

Those Not Voting:

CERTIFICATION

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by The Manchester Township Planning Board at its regular meeting on November 2, 2015, in the Manchester Township Municipal Building.

MARIANNE BORTHWICK
Secretary of the Board

DATED: November 2, 2015

**26. Heritage at Whiting (Manchester Senior Housing LP)
40 Lacey Road. (Block 100, Lot 10.02)**

1519 BLOCK 100 LOT 10-02 QUAL. UPDATED ON 060616

-----OWNER INFORMATION-----

MANCHESTER SENIOR HOUSING LP
4814 OUTLOOK DR STE 201
WALL NJ 07753

-----PROPERTY INFORMATION-----

PROP LOC: 40 LACEY RD
PROPERTY CLASS 15F ACCOUNT#
BLDG DESC SENIOR APTS
LAND/ACRE 5.0AC / 5.00
ADDITIONL LOTS MANCHESTER
SENIOR HOUSING
ZONE WTRC MAP 18 USER#1 #2 100
BULT 1990 UNITS 01 BCLASS 10
VCS 100 SFLA 00000

DED AMT #OWN 01
BANK# MORT# SS# 000000000

-----SALES INFORMATION-----

DATE BOOK PAGE PRICE PCD NU 4TYPE
CUR: 042816 16390 1368 6400000 Z 03 278

-----TENANT REBATE-----
BASE YR TAXES FLAG
16 167198.39 N

---VALUES---

-1: LAND 2743700
-2: IMPR 3854500

-----TAXES-----

16 TOTAL 167198.39
17 HALF1 83599.20
17 TOTAL .00
18 HALF1 .00
SPTAX CDS: A01

-----EXEMPT PROPERTY DATA-----

EPL CD 3515048 STAT. 55:14K-37
FACILITY IN-LIEU TAX PAYMENT
INIT FILE 042816 FUR FILE 042736
ASMT CODE

EXM1
EXM2
EXM3
EXM4
NET 6598200
OLDID:

NEXT ACCESS: BLK LOT QUAL
EN=CHANGE F1=NO ACTION F3=ASSMT HISTORY F5=RECORD CARD F7=MORE

#15-045

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT/TAX ABATEMENT WITH MANCHESTER SENIOR HOUSING, L.P., FOR THE PROPOSED CONVERSION AND REHABILITATION OF 70 INDEPENDENT LIVING UNITS INTO 70 LOW/MODERATE INCOME HOUSING UNITS AT 40 LACEY ROAD, BLOCK 100, LOT 10.02 FOR TWENTY (20) YEARS FROM ISSUANCE OF CERTIFICATE OF OCCUPANCY.

WHEREAS, MANCHESTER SENIOR HOUSING, L.P. (hereinafter referred to as the "Sponsor") proposes to convert and rehabilitate a housing project wherein 70 independent living units would be converted into 70 low/moderate income housing units located at 40 Lacey Road, Block 100, Lot 10.02 (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1 et seq., and all applicable guidelines (the foregoing hereinafter referred to as the "HMFA Requirements") within the municipality of Manchester (hereinafter referred to as the "Municipality") on the aforementioned site; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality; and

WHEREAS, the Sponsor has presented to the Municipal Council a revenue projection for the Project which sets forth the anticipated revenue to be received by the Sponsor from the operation of the Project as estimated by the Sponsor and the Agency, a copy of which is attached hereto and made a part hereof as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Manchester (the "Council") that:

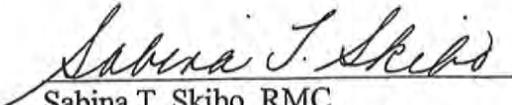
- (1) The Council finds and determines that the proposed Project will meet or meets an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in the conformity with the provisions of the HMFA Requirements with the intent and purpose that the Agency shall rely thereon in making a mortgage loan to the Sponsor, which shall construct, own and operate the Project; and
- (3) The Council does hereby adopt the within Resolution with the further intent and purpose that from the date of execution of the Agency mortgage, the proposed Project, including both the land and improvements thereon, will be exempt from real property taxation as provided in the HMFA Requirements, provided that payments in lieu of taxes for municipal services supplied to the Project are made to the municipality in such amounts and manner set forth in the Agreement for Payments in Lieu of Taxes attached hereto as Exhibit "B"; and
- (5) The Council hereby authorizes and directs the Mayor of the Township of Manchester

to execute, on behalf of the municipality, the Agreement for Payments in Lieu of Taxes in substantially the form annexed hereto as Exhibit "B"; and

- (6) The Council understands and agrees that the revenue projections set forth in Exhibit "A" are estimates and that the actual payments in lieu of taxes to be paid by the Sponsor to the municipality shall be determined pursuant to the Agreement for Payments in Lieu of Taxes executed between the Sponsor and municipality.
- (7) That the Township Clerk shall forward a certified copy of this Resolution to the following:
 - A. Mayor
 - B. Tax Collector
 - C. Tax Assessor ✓
 - D. Township Administrator
 - E. Manchester Senior Housing, L.P.

CERTIFICATION

I, Sabina T. Skibo, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council on the 5th day of January, 2015.


Sabina T. Skibo, RMC
Manchester Township Clerk

**27. Mobility Special Care Housing
(Block 1.428, Lot 19)**

Ocean County Tax Board

Tax List Details - Current Year			
Municipality:	Mnchstr	Deed date:	4/7/2016
Owner:	MOBILITY SPECIAL CARE HOUSING INC	Block:	1.428
Mailing address:	PO BOX 213	Lot:	19
City/State:	ADELPHIA NJ 07710	Qual:	
Location:	1730 ALBERTA ST		
Prop class:	1	Land val:	55,000
Bldg desc:	1SF 1922	Improvement val:	
Land desc:	75X100	Exemption 1:	
Addtl lots:	20-21	Exemption 2:	
Zone:	R10	Exemption 3:	
Map:	7.04	Exemption 4:	
Year blt:	2016	Net value:	55,000
Book/page:	16391/1710	Last yr taxes:	5881.55
Sale price:	100,000	Prev block:	
Nonusable code:	07 (List)	Prev lot:	
Spcl tax codes:		Prev qual:	
Exmt Prop Code	000	Init/Fur file date	NA / NA
Statue:		Facility:	

Assessment History				
Year	Prop cls	Land Value	Imprv Val	Net Val
2016	1	55,000		55,000
2015	1	45,000		45,000
2014	1	45,000		45,000
2013	1	45,000		45,000

Cama Details		
Type/use:	Story hgt:	
Design:	Roof type:	
Roof mtrl:	Ext Finish:	