

High Bridge Borough**Hunterdon**

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EXECUTIVE SUMMARY
HIGH BRIDGE BOROUGH / HUNTERDON COUNTY
REGION #3
Kate Butler, P.P., AICP

In 1984, the Superior Court transferred jurisdiction over High Bridge's exclusionary zoning case to COAH. The resultant mediated agreement called for zoning changes at the Catanzareti site. High Bridge was also sued by GJL and GJL formally objected to the plan resulting from the settlement of the Catanzareti matter. GJL's case was also transferred to COAH and during mediation GJL agreed to a payment in lieu of construction. To date this site has not developed and no payments have been collected. High Bridge re-petitioned and received first round certification on April 4, 1988. The Borough filed its second round plan on March 1, 1995, but did not petition until February 26, 1997. On October 27, 1998 High Bridge requested that COAH conduct mediation as the Borough sought a reduction in the total number of units at the Catanzareti site. Mediation was closed without an agreement.

In May of 1999, High Bridge instituted a Credits Without Controls survey that was included in the Borough's amendment of April 26, 2001. COAH and the Borough completed the Credits Without Controls review process in May of 2004 and COAH then proceeded with review of High Bridge's 2001 re-petition. High Bridge requested six rehabilitation credits and a waiver of COAH's rule at N.J.A.C. 5:93-5.2, requiring that hard costs for rehabilitation average at least \$8,000 per unit. COAH finds that a waiver is warranted and fosters the production of low- and moderate-income housing and the intent, if not the letter, of COAH's rules and a strict application of the rules would create a hardship. High Bridge has a 12-unit new construction surplus that may be applied to its third round affordable housing obligation.

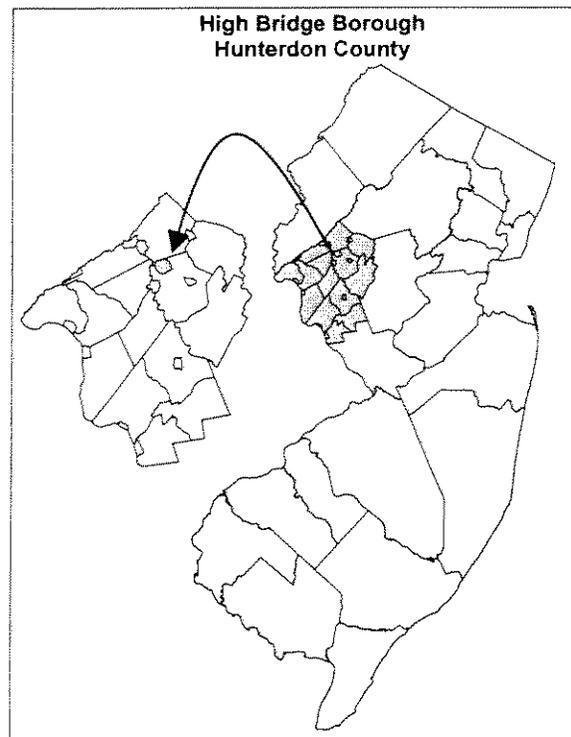
**COAH COMPLIANCE REPORT with Waiver Request
HIGH BRIDGE BOROUGH, HUNTERDON COUNTY
Region 3
Prepared by Kate Butler, P.P., AICP, Principal Planner
August 19, 2004**

I. INTRODUCTION

High Bridge Borough is located in North Central Hunterdon County. The Borough is surrounded on three sides by the Township of Clinton. To the North it is bordered by Lebanon Township. The Borough is a suburban, rural and environmentally sensitive community containing approximately 2.4 square miles. High Bridge has been designated as Planning Area 5 (PA5) according to the New Jersey State Plan Policy Map (SPPM) of the State Development and Redevelopment Plan (SDRP).

II. BACKGROUND

High Bridge Borough was sued for exclusionary zoning in July 1984 when the owner of an 86-acre parcel in the Borough brought action against High Bridge in the Hunterdon-Middlesex Superior Court, docket number L-04700-84. This parcel at Block 31, Lot 14, Block 33, Lot 36 and Block 30.02, Lot 2, is known as the Catanzareti site.



Catanzareti challenged the R-1, single family detached zoning on this site. The lawsuit was transferred to COAH and COAH initiated mediation between the parties. The resultant mediated agreement called for a change in zoning permitting the development of 170 housing units, including a total of 34 affordable housing units. This project was later included in the housing element and fair share plan that received first round (1987-1993) substantive certification from the Council on Affordable Housing (COAH) on April 4, 1988.

High Bridge was also sued for exclusionary zoning by the GJL Corporation, docket number L-039873-85, Superior Court. GJL Corporation was the owner of property at Block 30.02, Lot 5.

GJL also made a timely and formal objection to the Borough's housing element and fair share plan that resulted from the settlement of the Catanzareti matter. This case was likewise transferred to COAH and mediation produced an agreement whereby GJL would make a payment in lieu of construction of \$8,500 each for up to 31 units of market-rate housing developed at its site in exchange for an increase in density on the site. To date this site has not developed and High Bridge has collected no payments in lieu of construction.

After the conclusion of mediation, High Bridge re-petitioned COAH with an amended plan which included zoning on the Catanzareti tract for 34 for-sale affordable housing units, a payment in lieu of construction agreement from GJL and a rehabilitation program. This plan received first round substantive certification on April 4, 1988 and it expired on April 4, 1994.

High Bridge's 12-year, first and second round cumulative affordable housing obligation for 1987-1999 is 51 units, consisting of 24 units of rehabilitation and 27 units of new construction. The High Bridge governing body endorsed a housing element and fair share plan on February 20, 1995 and on March 1, 1995 High Bridge *filed* its plan, but did not petition for substantive certification at that time. Within the permitted two-year timeframe, High Bridge notified COAH that it wished this filing to be considered a 'petition' and COAH considers the official date of petition to be February 26, 1997. High Bridge published public notice of this re-petition in The Express Times on February 19, 1997 and within the 45-day public comment period, COAH received no objections. High Bridge's 1997 petition included five prior cycle credits, reductions for 34 for-sale units at the Catanzareti tract, six rehabilitation credits and an ongoing 18-unit rehabilitation program. A COAH report, dated September 9, 1998, requested additional information.

On October 27, 1998 High Bridge requested that COAH conduct mediation pursuant to N.J.A.C. 5:93-10.4. The Borough sought a revision of the 1987 mediated agreement with Catanzareti and a reduction in the total number of units to be developed on Catanzareti's parcel. COAH issued a Pre-Mediation Report, dated November 18, 1998 and mediation began on December 2, 1998. Mediation ran until December 24, 1998. Mediation was closed without an agreement between the parties and without any contested issues of material fact. COAH issued a Mediation Report on January 14, 1999. With no amendment to the agreement achieved, the original

1987 agreement remained in place and must therefore be included in the COAH review of the Borough's 1997 petition for second round substantive certification. In May of 1999, High Bridge instituted a Credits Without Controls survey (CWOC) per N.J.A.C. 5:93-3.2, in anticipation of amending its plan and re-petitioning for substantive certification.

In a report dated November 20, 2000, COAH continued review of the Borough's petition with a second Report Requesting Additional Information seeking clarification of information. On January 11, 2001, representatives of the Borough met with COAH staff to request that COAH review the Borough's CWOC surveys irrespective of the fact that these credits were not included in High Bridge's 1997 petition for certification. High Bridge expressed its intent to include the CWOC survey in a re-petition and COAH staff agreed to review these surveys for possible affordable housing credits.

On January 17, 2001, New Jersey Superior Court denied the Borough's request to remove the Catanzareti site from its housing element and fair share plan. High Bridge subsequently re-petitioned COAH for substantive certification on April 26, 2001, and included the CWOC program in its plan. The Borough published notice of its re-petition in The Express Times on May 3, 2001. COAH received no objections to the Borough's plan by June 21, 2001, the close of the 45-day objector period. COAH requested additional information about this re-petition in a letter dated July 27, 2001. In a report dated September 10, 2001 COAH requested additional information on the CWOC survey submitted to COAH. On December 17, 2001, the High Bridge Planning Board denied approvals for the Catanzareti project. Catanzareti appealed this decision to the New Jersey Superior Court Appellate division.

COAH and the Borough continued to exchange correspondence until the five step Credits Without Controls process was completed in May of 2004. With the finalization of the CWOC surveys, COAH staff proceeded with this report reviewing High Bridge's April 26, 2001 re-petition for substantive certification.

III. HOUSING ELEMENT / FAIR SHARE PLAN

High Bridge's 12-year cumulative affordable housing obligation is 51 units, consisting of 24 rehabilitation units and 27 new construction units. The Borough is seeking credit for a 34-unit inclusionary family development, the rehabilitation of six deficient units within the Borough, five prior cycle credits and 18 Credits Without Controls.

A. Demographic Analysis

In its housing element, High Bridge Borough provides a housing inventory and analysis based on the 1990 Census. Data was submitted relating to the Borough's housing stock, age of housing stock, condition of housing, values, occupancy characteristics, types, projection of the housing stock, demographics, household size, household income and employment in conformance with N.J.A.C. 5:93-5.1(b). In 1990, the US Census found that High Bridge had a total population of 3,886 persons in 1,454 housing units. The median household income of the Borough was \$49,069. In 1990, the Census also determined that the median value of owner-occupied homes was \$157,800 and the median contract rent was \$814.

COAH staff has analyzed data from the 2000 US Census, which reveals that in 2000, High Bridge had a population of 3,776 persons in 1,478 housing units. Forty percent of High Bridge's housing stock was built between 1980 and 1994 and only 32 percent of the stock was built before 1940. Eighty-three percent of housing units in the Borough were owner-occupied and 77 percent of the units in High Bridge's stock were single-family detached units. The median household income in 2000 was \$68,719. By 2000, the median value of owner-occupied housing units had risen to \$163,300 while the median contract rent had fallen to \$788 per month.

B. Credits/Reductions/Adjustments

Credits represent units that have been built, created or rehabilitated. Reductions represent units that have been included in a previously certified affordable housing plan by zoning for low- and moderate-income housing. Adjustments reflect the application of COAH regulations that reduce a municipality's affordable housing obligation based on other limitations and/or methodological corrections.

1. Credits

a. Prior Cycle Credits

Stillwell Avenue alternative living arrangement

Pursuant to N.J.A.C. 5:93-3.2, municipalities may receive credit for units constructed between April 1, 1980 and December 15, 1986, provided that the units are occupied by low- or moderate-income households and that the required controls on affordability are in place. High Bridge has requested prior cycle credits for a five-bedroom alternative living arrangement on Stillwell Avenue that began operation on October 17, 1986. The Developmental Resource Center (DRC) is the owner and operator of this group home, which is currently licensed as a community residence by the New Jersey Department of Human Services Division of Developmental Disabilities. As this alternative living arrangement is a prior cycle credit, it is eligible for new construction credits, but is not eligible for rental bonus credits. **[five credits]**

Credits Without Controls

High Bridge's re-petitioned plan also proposed the inclusion of prior cycle credits known as Credits Without Controls per N.J.A.C. 5:93-3.2. The Borough's housing element and fair share plan specifies that the results of this Credits Without Controls survey would negate the need for funding a rehabilitation program and that any surplus CWOC units, in excess of the rehabilitation need, might make possible a revised mediated agreement with the owner of the Catanzareti tract. High Bridge's original petition of 1997 included a resolution of intent to bond for the costs of an ongoing rehabilitation program, dated October 22, 1998. The Borough's plan no longer requires this resolution, as its rehabilitation obligation has been satisfied with units rehabilitated within the Borough and the application of 18 units of CWOC.

The final analysis of the survey data showed that High Bridge is eligible for 18 Credits Without Controls. The survey was analyzed by COAH, giving consideration to the fact that High Bridge re-petitioned on April 26, 2001, while the survey was conducted in 1999. A total of 44 income-eligible households returned surveys in May of 1999: 42 owner-occupied units and two renter-occupied units. On October 2, 2002, the Borough submitted comparable sales data for each of these 44 units. COAH staff made a determination, per N.J.A.C. 5:93-3.2(b), as to which housing units, occupied by income-eligible households, had maximum sales or rental prices falling within

the affordability limits as per N.J.A.C. 5:93-7.4. After reviewing the similarities between the comparable sales data and the maximum calculated sales prices, COAH staff determined that eighteen units were 'affordable'.

If High Bridge implements a housing rehabilitation program in the future, units that are rehabilitated pursuant to COAH rules may be applied to the Borough's rehabilitation obligation. Credits Without Controls, currently applied to the rehabilitation obligation, may then be applied to the Borough's new construction obligation. For each newly rehabilitated unit, up to the full 18 Credits Without Controls, the Borough may be entitled to an additional new construction credit.

[18 Credits Without Controls towards rehabilitation obligation]

b. Post-1986 Credits

Pursuant to N.J.A.C. 5:93-3.3, municipalities may receive credits and rental bonus credits for eligible housing activity completed subsequent to December 15, 1986. High Bridge has not requested any post-1986 credits.

c. Rehabilitation Credits

Rehabilitated units within the Borough

Pursuant to N.J.A.C. 5:93-3.4, municipalities may receive credit for the rehabilitation of substandard low- and moderate-income housing units completed subsequent to April 1, 1990. As part of its first-round substantive certification, High Bridge implemented a municipally-sponsored rehabilitation program for the rehabilitation of deficient units within the Borough. Creditable units must have been below code and brought up to code, hard costs must average at least \$8,000 and the occupants must be income eligible. High Bridge has submitted crediting documentation for six rehabilitated units completed since April 1, 1990 and requests that these rehabilitation projects satisfy a portion of its rehabilitation component of 24 units. In order to receive COAH rehabilitation credit for these units, the Borough has requested a waiver of COAH's rule at N.J.A.C. 5:93-5.2, which requires that the hard costs for rehabilitation average at least \$8,000 per unit.

High Bridge completed the rehabilitation of six housing units for an average hard cost of \$7,400. The Borough contends that a waiver from the \$8,000 per unit rule is appropriate as these

units were previously below code and were brought up to code standard and further, that the imposition of a strict \$8,000 threshold would create a hardship for the Borough. Five of the six units rehabilitated were located in a multi-unit structure and therefore, High Bridge notes that the rehabilitation of these five units created a highly cost-effective project.

COAH staff finds that a waiver of N.J.A.C. 5:93-5.2(h)2 is warranted. Per N.J.A.C. 5:93-15.1(b), this waiver request fosters the production of low- and moderate-income housing and the intent, if not the letter, of COAH's rules and a strict application of the rules would create an unnecessary hardship.

In addition, one of the six proposed rehabilitation credits was for a completed unit that never received the proper deed restriction. This unit met all other COAH requirements. In a letter of January 4, 2001, the COAH Executive Director confirmed that the Borough had provided sufficient proof that the original rehabilitation applicant did, in fact, own and occupy the unit in question for more than the six years required in a rehabilitation deed restriction and that the Borough was therefore eligible for this rehabilitation credit. In all other cases, homeowners were income-qualified, six-year or ten-year affordability controls were placed on the units, at least one major system was rehabilitated and units originally below code were raised to code standard.
[6 rehabilitation credits]

2. Reductions

High Bridge's fair share plan includes a reduction per N.J.A.C. 5:93-3.6 for the previously certified Catanzareti tract.

Catanzareti Tract (Block 31, Lot 14; Block 33, Lot 36; Block 30.02, Lot 2)

High Bridge's previously certified plan included the Catanzareti tract. The agreement established zoning for the site, municipal action to foster development and dedication of floodplain land to High Bridge. This site was to yield a total of 170 units, including 34 affordable housing units. To date, 33 market-rate units have been completed. The 34 affordable housing units are slated for development within phase II of the project. The site has access to water and sewer infrastructure and has a reservation of sufficient sewer capacity.

This site is located in PA 5 and according to N.J.A.C. 5:93-5.4(c), inclusionary sites must be located in centers. However, COAH and the State Planning Commission have mutually agreed that inclusionary sites that are part of a previously certified COAH plan do not have to meet this requirement and further, that an inclusionary site in PA5 that was part of a previously certified plan does not have to be forwarded to the Office of Smart Growth (OSG) for an advisory review. Rather, such a site receives a waiver to the requirement of center designation. The terms and zoning of the proposed development have not changed and remain in place in accordance with the mediated agreement. The Borough has engaged the Department of Community Affairs' Housing Affordability Service (HAS) as the administrative entity for these units. [34 credits]

3. Adjustments

High Bridge's fair share plan does not include any adjustments per N.J.A.C. 5:93-4.

4. Summary of Credits and Reductions

The following table summarizes High Bridge's credits and reductions:

	Rehabilitation Component		New Construction Component		Total	
	Plan	Eligible	Plan	Eligible	Plan	Eligible
Obligation:	24		27		51	
Credits and Reductions	Plan	Eligible	Plan	Eligible	Plan	Eligible
Rehabilitation (Credits per <u>N.J.A.C. 5:93-3.4</u>)	6	6			6	6
(Credits as Credits Without Controls per <u>N.J.A.C. 5:93-3.2</u>)	18	18			18	18
New Construction (Reductions per <u>N.J.A.C. 5:93-3.5</u>) Catanzareti tract for-sale units			34	34	34	34
(Prior cycle credits (<u>N.J.A.C. 5:93-3.3</u>) DRC alt. living arrangement rentals			5	5	5	5
Total units		24		39		63
Remaining Obligation		0		0		0
Surplus units				12		12

C. Remaining Fair Share Obligation

High Bridge's 12-year cumulative second round (1987 to 1999) obligation is 51 units consisting of 24 rehabilitation units and 27 new construction units. After the application of credits and reductions, the Borough has addressed its entire obligation and has a 12-unit new construction surplus. This new construction surplus may be applied to the Borough's third round affordable housing obligation.

D. Rental Obligation

As per N.J.A.C. 5.93-5.15(a), every municipality has an obligation to provide a realistic opportunity for rental units. In High Bridge, the rental obligation is equal to 25 percent of the Borough's new construction obligation based on the following formula:

$$\begin{aligned} \text{Rental obligation} &= .25 (\text{calculated need} - \text{the 1,000 unit cap} - \text{rehabilitation component}) \\ \text{Rental obligation} &= .25 (32-0-24) = 3 \text{ units} \end{aligned}$$

According to this formula, High Bridge is responsible for providing a realistic opportunity for the creation of at least three rental units. The Borough has provided five rental units at the DRC's alternative living arrangement.

E. Age-Restricted Units

Pursuant to N.J.A.C. 5:93-5.14(a)1, High Bridge Borough may age-restrict 25 percent of its affordable housing obligation based on the following formula:

$$\begin{aligned} \text{Age-Restricted Maximum} &= .25 (\text{precredited need} - \text{rehabilitation credits} - \text{prior cycle credits}) \\ &\quad - \text{first round age restricted units} \\ \text{Age-Restricted Maximum} &= .25 (51 - 6 - 5) - 0 = 10 \end{aligned}$$

Based on this calculation, High Bridge may age-restrict a maximum of 10 affordable housing units. The Borough has not included any age-restricted units in its plan.

F. Regional Contribution Agreement

Pursuant to N.J.A.C. 5:93-6.1(a)1, High Bridge Borough may transfer up to one-half of its affordable housing obligation via a regional contribution agreement (RCA) in accordance with the following formula:

$$RCA\ Maximum = .5 (precredited\ need - prior\ cycle - rehabilitation\ credits) - any\ units\ transferred\ as\ a\ result\ of\ a\ previously\ approved\ RCA$$

$$RCA\ Maximum = .5 (51 - 5 - 6) - 0 = 20$$

Based on this calculation, High Bridge may transfer 20 units of its affordable housing obligation in the form of an RCA. The Borough has not included any RCAs in its plan.

G. Development Fee Ordinance

High Bridge received COAH approval of its mandatory development fee ordinance on July 27, 1997. This ordinance required the payment of development fees of one half of one percent for residential development and a payment of one percent for non-residential development. Exempted activities included construction by hospitals, non-profit agencies and houses of worship and any affordable housing units. Developers within the Borough's PRD zone received permission to make a payment in lieu of construction of \$20,000 per moderate-income unit not built or a payment of \$40,000 per unit for unbuilt low-income units. COAH's files do not contain a copy of the final development fee ordinance adopted by the Borough subsequent to COAH's approval in July of 1997. COAH requested a copy of this ordinance in a Report Requesting Additional Information of November 1998 and in a letter from the Executive Director of November 2000. High Bridge must provide COAH with a copy of its adopted development fee ordinance.

H. Spending Plan

High Bridge included a development fee spending plan in its re-petition of 2001, which will be reviewed in a separate report. The spending plan estimated that the Borough would collect approximately \$270,000 in the six years of substantive certification. However, High Bridge has reported the collection of no funds to date and COAH has not yet received the overdue development

fee ordinance and spending plan annual monitoring report, which was sent to the Borough in March of this year. The Borough must submit the 2003 annual monitoring report.

I. Affordable Housing Ordinance

High Bridge has submitted a draft fair share ordinance that comports with the requirements of N.J.A.C. 5:93 et seq. Within 45 days of the grant of substantive certification, High Bridge must adopt this ordinance and submit a copy to COAH.

J. Affirmative Marketing

High Bridge's affirmative marketing ordinance complies with N.J.A.C. 5:93-11 et seq. and has been adopted by the Borough as an ordinance.

K. Summary

The following table summarizes High Bridge Borough's 2001 plan:

	Rehabilitation Component		New Construction Component		Total	
	Plan	Eligible	Plan	Eligible	Plan	Eligible
Obligation:	24		27		51	
Credits and Reductions	Plan	Eligible	Plan	Eligible	Plan	Eligible
Rehabilitation (Credits per <u>N.J.A.C. 5:93-3.4</u>)	6	6			6	6
(Credits as Credits Without Controls per <u>N.J.A.C. 5:93-3.2</u>)	18	18			18	18
New Construction (Reductions per <u>N.J.A.C. 5:93-3.5</u>) Catanzareti tract for-sale units			34	34	34	34
(Prior cycle credits per <u>N.J.A.C. 5:93-3.3</u>) DRC alt. living arrangement rentals			5	5	5	5
Total units		24		39		63
Surplus units				12		12

V. RECOMMENDATION

High Bridge Borough has submitted a compliant housing element and fair share plan that addresses the Borough's second round affordable housing obligation of 51 units and results in a 12-unit new construction surplus. This surplus may be carried forward to address future affordable housing needs. Within 45 days of COAH's grant of substantive certification, High Bridge must submit its adopted affirmative marketing ordinance and adopted fair share ordinance.

COAH staff recommends that High Bridge Borough receive substantive certification for its housing element and fair share plan and a waiver from the rehabilitation cost minimums of \$8,000.

If High Bridge implements a housing rehabilitation program in the future, units that are rehabilitated pursuant to COAH rules may be applied to the Borough's rehabilitation obligation. Credits Without Controls, currently applied to the rehabilitation obligation, may then be applied to the Borough's new construction obligation. For each newly rehabilitated unit, up to the full 18 Credits Without Controls, the Borough may be entitled to an additional new construction credit.

RESOLUTION GRANTING SUBSTANTIVE CERTIFICATION NO. 232-99

WHEREAS, High Bridge Borough, Hunterdon County, was sued for exclusionary zoning under the Mount Laurel doctrine in July 1984 when the owner of an 86-acre parcel brought action against the Borough in the Superior Court, docket number L-04700-84; and

WHEREAS, this parcel at Block 31, Lot 14; Block 33, Lot 36 and Block 30.02, Lot 2, is known as the Catanzareti site and the owner, Catanzareti, challenged the R-1, single family detached zoning; and

WHEREAS, the Superior Court transferred the lawsuit to the Council on Affordable Housing (COAH) and COAH initiated mediation between the parties pursuant to N.J.A.C. 5:91-6.4; and

WHEREAS, the resultant mediated agreement called for a change in zoning to permit the development of 170 total housing units, including 34 affordable units; and

WHEREAS, this project was later included in the Borough's Housing Element and Fair Share Plan that received first round (1987-1993) substantive certification from COAH on April 4, 1988; and

WHEREAS, prior to receiving substantive certification, High Bridge was also sued for exclusionary zoning by the GJL Corporation, owner of property at Block 30.02, Lot 5, docket number L-039873-85, Superior Court; and

WHEREAS, GJL also made a timely and formal objection to the Borough's Housing Element and Fair Share Plan that resulted from the settlement of the Catanzareti mediation, and this case was likewise transferred to COAH; and

WHEREAS, after the conclusion of mediation, High Bridge re-petitioned COAH with an amended plan which included zoning on the Catanzareti tract for 34 for-sale affordable housing units, a payment in lieu of construction agreement with GJL and a rehabilitation program; and

WHEREAS, this plan received first round substantive certification on April 4, 1988 and the plan expired on April 4, 1994; and

WHEREAS, High Bridge's 12-year, cumulative affordable housing obligation for 1987-1999 is 51 units, consisting of 24 units of rehabilitation and 27 units of new construction; and

WHEREAS, the High Bridge governing body endorsed a Housing Element and Fair Share Plan to address this affordable housing obligation on February 20, 1995 and on March 1, 1995 High Bridge *filed* its plan with COAH per N.J.A.C. 5:91-2.1; and

WHEREAS, within the permitted two-year timeframe, High Bridge notified COAH that this filing was to become a 'petition' pursuant to N.J.A.C. 5:91-2.1 and COAH considers the official date of High Bridge's petition to be February 26, 1997; and

WHEREAS, High Bridge published public notice of this second round petition in The Express Times on February 19, 1997 and within the 45-day public comment period, COAH received no objections; and

WHEREAS, this petition included a request for five prior cycle credits, reductions for 34 for-sale units at the Catanzareti tract, six rehabilitation credits and an ongoing 18-unit rehabilitation program; and

WHEREAS, a COAH report of September 9, 1998 requested additional information; and

WHEREAS, on October 27, 1998 High Bridge requested COAH conduct mediation pursuant to N.J.A.C. 5:93-10.4, as the Borough sought to reduce the total number of units to be developed pursuant to Catanzareti's 1987 mediated agreement; and

WHEREAS, COAH issued a Pre-Mediation Report dated November 18, 1998 and mediation began on December 2, 1998, ending on December 24, 1998; and

WHEREAS, mediation was closed without an agreement between the parties and without any contested issues of material fact; and

WHEREAS, COAH issued a Mediation Report on January 14, 1999; and

WHEREAS, without an amendment to the agreement being realized in the mediation process, the original 1987 agreement remained in place and was included in COAH's review of the Borough's 1997 petition for second round substantive certification; and

WHEREAS, in May of 1999, High Bridge instituted a Credits Without Controls survey (CWOC) per N.J.A.C. 5:93-3.2 in anticipation of amending its plan and re-petitioning for substantive certification; and

WHEREAS, in a report dated November 20, 2000, COAH issued a second Report Requesting Additional Information; and

WHEREAS, on January 11, 2001 the Borough requested COAH's review of the Borough's CWOC surveys irrespective of the fact that these credits were not included in High Bridge's 1997 petition; and

WHEREAS, on January 17, 2001 the New Jersey Superior Court denied the Borough's request to remove the Catanzareti site from its Housing Element and Fair Share Plan; and

WHEREAS, High Bridge subsequently re-petitioned COAH for substantive certification on April 26, 2001 and included the CWOC program in its plan; and

WHEREAS, the Borough published notice of its re-petition in The Express Times on May 3, 2001 and COAH received no objections to the Borough's plan; and

WHEREAS, on September 10, 2001 COAH requested additional information on the CWOC survey; and

WHEREAS, on December 17, 2001 the High Bridge Planning Board denied approvals for Catanzareti's project and Catanzareti appealed this decision to the New Jersey Superior Court; and

WHEREAS, the five step CWOC process was completed in May of 2004 permitting the review of the April 26, 2001 re-petition for substantive certification; and

WHEREAS, on August 19, 2004 COAH issued a final report on CWOC (Exhibit A); and

WHEREAS, the Borough is a suburban, rural and environmentally sensitive community of approximately 2.4 square miles designated as Planning Area 5 according to the New Jersey State Plan Policy Map of the State Development and Redevelopment Plan; and

WHEREAS, COAH credits represent affordable housing units that have been built, created or rehabilitated; and

WHEREAS, COAH reductions represent units that have been included in a previously certified affordable housing plan by zoning for low- and moderate-income housing; and

WHEREAS, COAH adjustments reflect the application of COAH regulations that reduce a municipality's affordable housing obligation based on other limitations and/or methodological corrections; and

WHEREAS, pursuant to N.J.A.C. 5:93-3.2, municipalities may receive credit for units constructed between April 1, 1980 and December 15, 1986 provided that units are occupied by low- or moderate-income households and required controls on affordability are in place; and

WHEREAS, High Bridge has requested such prior cycle credits for a five-bedroom alternative living arrangement on Stillwell Avenue that began operation on October 17, 1986 and for which the Developmental Resource Center (DRC) is the owner and licensed operator; and

WHEREAS, High Bridge's re-petition proposed the inclusion of prior cycle credits known as CWOC specifying that the results of this CWOC survey would negate the need for funding a rehabilitation program and that any surplus CWOC units, in excess of the rehabilitation need, might make possible a revised mediated agreement with the owner of the Catanzareti tract; and

WHEREAS, pursuant to N.J.A.C. 5:93-3.4, municipalities may receive credit for rehabilitation of substandard low- and moderate-income housing units completed subsequent to April 1, 1990; and

WHEREAS, High Bridge submitted crediting documentation for six rehabilitated units and requested a waiver of COAH's rule at N.J.A.C. 5:93-5.2 requiring that the hard costs for rehabilitation average at least \$8,000 per unit; and

WHEREAS, the Borough contends that a waiver from the \$8,000 per unit rule is appropriate as the imposition of a strict threshold creates a hardship for the Borough because five of the six units rehabilitated were located in a multi-unit structure that created a highly cost-effective project; and

WHEREAS, COAH finds that a waiver of N.J.A.C. 5:93-5.2(h)2 is warranted and as per N.J.A.C. 5:93-15.1(b) this waiver request fosters the production of low- and moderate-income housing and the intent, if not the letter, of COAH's rules and a strict application of the rules would create an unnecessary hardship; and

WHEREAS, one of the six projects proposed for rehabilitation credit never received the proper deed restriction, although this unit met all other COAH requirements; and

WHEREAS, in a letter of January 4, 2001, the COAH Executive Director confirmed that the Borough had provided sufficient proof that the original rehabilitation applicant owned and occupied the unit for more than the six years as required by N.J.A.C. 5:93-5.2(g); and

WHEREAS, High Bridge's 12-year cumulative second round (1987-1999) obligation is 51 units, consisting of 24 rehabilitation units and 27 new construction units, and after the application of credits and reductions the Borough has addressed its entire obligation and has a 12-unit new construction surplus which may be applied to the Borough's third round affordable housing obligation; and

WHEREAS, per N.J.A.C. 5:93-5.15(a), every municipality has an obligation to provide a realistic opportunity for rental units equal to 25 percent of its new construction obligation, and for

High Bridge this is three units, and the Borough's plan provides five rental units at the DRC's alternative living arrangement; and

WHEREAS, pursuant to N.J.A.C. 5:93-5.14(a)1, High Bridge may age-restrict 25 percent of its affordable housing obligation, or a maximum of 10 affordable housing units, although the Borough has not included any age-restricted units in its plan; and

WHEREAS, pursuant to N.J.A.C. 5:93-6.1(a)1, High Bridge Borough may transfer up to one-half of its affordable housing obligation via a regional contribution agreement (RCA), and for High Bridge this is 20 units, although the Borough has not included any RCAs in its plan; and

WHEREAS, High Bridge received COAH approval of a mandatory development fee ordinance on July 27, 1997 that required the payment of development fees of one-half of one percent of the equalized assessed value of residential development and one percent for non-residential development, with activities exempted from these fees to include construction by hospitals, non-profit agencies, houses of worship and affordable housing units and also exempted are developers within the Borough's PRD zone who have previously received permission to make a payment in lieu of construction of \$20,000 per moderate-income unit or \$40,000 per low-income unit not built; and

WHEREAS, COAH's files do not contain evidence of the final development fee ordinance adopted by the Borough subsequent to COAH's 1997 approval despite COAH requests for this ordinance; and

WHEREAS, High Bridge shall now provide COAH with a copy of its adopted development fee ordinance; and

WHEREAS, High Bridge included a development fee spending plan in its re-petition of 2001 which was reviewed in a separate report dated August 20, 2004; and

WHEREAS, the 2001 Spending Plan estimated that the Borough would collect approximately \$270,000 in the six years of substantive certification although High Bridge has reported no collection of funds to date; and

WHEREAS, COAH has not received the overdue development fee annual monitoring report, as reminded in a letter of June 21, 2004, nor the programmatic annual monitoring reports as sent to the Borough in March of this year and as reminded in a letter of July 15, 2004; and

WHEREAS, the Borough shall submit the 2003 annual monitoring reports; and

WHEREAS, High Bridge has submitted an acceptable draft affordable housing ordinance and draft affirmative marketing plan; and

WHEREAS, on August 19, 2004, COAH staff issued a COAH Compliance Report and COAH received two comments during the 14-day comment period; and

WHEREAS, COAH received a comment from James Knox, Esq., on behalf of Mr. Catanzareti, dated August 25, 2004, that reiterated that COAH “should not grant any adjustments or leniency to the Borough of High Bridge unless and until Mr. Catanzareti’s project is fully approved”; and

WHEREAS, on September 1, 2004, COAH received a comment from Barry Goodman, Esq., on behalf of High Bridge Borough objecting to “COAH’s inclusion of the Catanzareti tract as a component of the Borough’s Compliance plan” and notifying COAH of the Borough’s intention to petition for an amendment to its substantive certification under the proposed third round regulations at N.J.A.C. 5:95-13.2; and

WHEREAS, the Catanzareti site was included by High Bridge in its 2001 Housing Element and Fair Share Plan as duly adopted by the Borough’s Planning Board and as endorsed by High Bridge’s governing body; and

WHEREAS, High Bridge is correct in stating that the “[p]roposed N.J.A.C. 5:95-13.2 allows a municipality to petition for amendment of its Housing Element and Fair Share Plan” but these rules are not yet in effect; and

WHEREAS, upon final adoption and implementation of third round rules, High Bridge may address its affordable housing obligation through these rules, but not before; and

WHEREAS, proceeding with substantive certification of High Bridge's petition does not preclude the municipality from future petitions for amendment to its Housing Element and Fair Share Plan; and

WHEREAS, COAH staff received and reviewed public comments on the COAH Compliance Report and does not find that these comments materially affect the COAH Compliance Report.

NOW THEREFORE, BE IT RESOLVED that COAH has reviewed High Bridge's Housing Element and Fair Share Plan and determined that it is consistent with the rules and criteria adopted by COAH and the creation of low- and moderate-income housing to meet the needs of the region; and

BE IT FURTHER RESOLVED that the Housing Element and Fair Share Plan submitted by High Bridge Borough comport with the standards set forth at N.J.S.A. 57:27D-314; and

BE IT FURTHER RESOLVED that the affirmative measures in the Housing Element and Fair Share Plan make the achievement of the Borough's fair share of low- and moderate-income housing realistically possible; and

BE IT FURTHER RESOLVED that the Borough has completed six rehabilitation units and 18 Credits Without Controls and is eligible for 24 credits toward its rehabilitation obligation; and

BE IT FURTHER RESOLVED that COAH grants the Borough a waiver of N.J.A.C. 5:93-5.2(h) which requires that rehabilitated units receiving COAH credits are completed with a minimum of \$8,000 in hard costs as this waiver is in the spirit of the COAH rules and a strict application of the rules would cause a hardship for the Borough; and

BE IT FURTHER RESOLVED that High Bridge Borough has submitted a compliant Housing Element and Fair Share Plan addressing the township's second round obligation of 51 units and this plan results in a new construction surplus of 12 units; and

BE IT FURTHER RESOLVED that COAH grants substantive certification to High Bridge for a period of six years from the date of this resolution; and

BE IT FURTHER RESOLVED that High Bridge shall provide COAH with a copy of its adopted development fee ordinance within 30 days of the grant of substantive certification; and

BE IT FURTHER RESOLVED that High Bridge shall submit the 2003 annual monitoring reports within 30 days; and

BE IT FURTHER RESOLVED that High Bridge shall adopt all implementing ordinances within 45 days of the grant of substantive certification and forward copies to COAH or the Council's grant of certification will be void and of no force and effect; and

BE IT FURTHER RESOLVED that any changes in the facts upon which this certification is based or any deviation from the terms and conditions of this certification which affect the ability of High Bridge to provide for the realistic opportunity of its fair share of low- and moderate-income housing and which High Bridge fails to remedy, may render this certification null and void.

I hereby certify that this resolution was
duly adopted by the Council on Affordable
Housing at its public meeting on 9/8/04



Renée Reiss, Secretary

Council on Affordable Housing



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

December 11, 2017

Steven Firkser, Esq.
Greenbaum Rowe Smith & Davis LLP
99 Wood Avenue South
Iselin, New Jersey 08830

**Re: In the Matter of the Borough of High Bridge, County of Hunterdon,
Docket No. HNT-L-310-15**

Dear Mr. Firkser:

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

Background

The Borough of High Bridge filed the above-captioned matter on July 7, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra, and the matter was assigned to the Honorable Thomas C. Miller, J.S.C. Christine A. Nazzaro-Cofone, AICP/PP was appointed special master. Through the declaratory judgment process, the Borough and FSHC have agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Borough and FSHC hereby agree to the following terms:

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

a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.

3. FSHC and High Bridge hereby agree that the Borough's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report) ¹	4
Prior Round Obligation (pursuant to N.J.A.C. 5:93), as determined by COAH	27
Third Round (1999-2025) Obligation (per Kinsey Report, as adjusted through this Agreement)	90

For purposes of this Agreement, the Third Round Obligation shall be deemed to include the Prospective Need for 2015-2025 and the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed by Various Municipalities, 227 N.J 508 (2017).

4. FSHC and the Borough agree that High Bridge does not accept the basis of the methodology or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, P.P., F.A.I.C.P. The Parties agree to the terms in this agreement solely for purposes of settlement of this action. Although the Borough does not accept the basis of the methodology or calculations proffered by FSHC's consultant, FSHC contends and is free to take the position before the Court that the 90-unit Third Round Obligation should be accepted by the Court because it is based on the Prior Round methodology and reflects a reduction from Dr. Kinsey's May 2016 calculation of the Borough's Third Round Obligation.
5. The Borough's efforts to meet its present need include the following:
- a. After the Settlement Agreement is approved at the Fairness Hearing, the Borough will reserve a maximum of \$40,000 of its affordable housing trust fund account to complete up to four rehabilitations through a Borough-sponsored rehabilitation program. The rehabilitations will be phased between now and 2025.
 - b. High Bridge will contract with an affordable housing administrator to operate a rehabilitation program that conforms with the applicable COAH rules at NJAC 5:93-5.2, which program shall be further described in the Housing Element and Fair Share Plan to be adopted pursuant to paragraph 15 of this Agreement.

This is sufficient to satisfy the Borough's present need obligation of 4 units.

6. As noted above, the Borough has a Prior Round Obligation of 27 units, which is satisfied through the following compliance mechanisms:

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

Satisfaction of the 27-unit Prior Round			
Project	Rental	Senior	Affordable Units
Credits without Controls under N.J.A.C. 5:93-3.2, as previously analyzed by COAH			18
Developmental Resources Corp., group home at 15 Stillwell Avenue			5
38 Main Street (Block 8, Lot 7)	x		1
Bonuses – from group home and 38 Main Street			3
Total			27

7. With respect to the Third Round Obligation, the parties acknowledge that High Bridge is in the Highlands planning area and requires a vacant land adjustment due to environmental constraints in the Highlands region and limited vacant and available properties, and that the Borough has a Realistic Development Potential that is lower than the total Third Round Obligation. FSHC also acknowledges that the Borough's vacant land adjustment should reflect a durational adjustment and lack of sewer availability to certain properties in the vacant land inventory. Pursuant to the framework set forth in NJAC 5:93-4.2 and as agreed upon by FSHC, the Borough and Special Master Cofone, High Bridge's Realistic Development Potential (hereinafter "RDP") is 19. The RDP has been calculated using a Vacant Land Adjustment included as Exhibit A to this Agreement and the addition of affordable units, which were or will be created between 1999 and 2025. The RDP will be satisfied as follows:

Satisfaction of the 19-unit Realistic Development Potential			
Project	Rental	Senior	Affordable Units
41 Center Street (Block 29.02, Lot 12)	x		2
20 Main St. (Block 29.01, Lot 3)	x		1
Units to be created at former Exact Tool property (Block 24, Lot 16)	x		4
Rental Bonuses			4
Total			11

The remaining 8 units will be durationally adjusted and addressed as set forth in paragraph 8 below.

8. The Borough will create a realistic opportunity for 4 units of affordable housing at the Exact Tool property by adopting a Redevelopment Plan that permits multi-family

residential within the Redevelopment Area. The Plan will permit at least 20 residential units and will require a twenty (20%) percent set-aside as required by the Fair Housing Act for communities within the Highlands Region. The Redevelopment Plan is also likely to permit other non-residential uses to create the opportunity for a mixed-use development.

9. The RDP of 19, subtracted from the Third Round obligation of 90 units, results in an unmet need of 71 units, which unmet need in addition to the 8 durationally adjusted units shall be addressed through the following mechanisms.

- The Borough amended its ordinances in December of 2014 to permit residential uses in its DB Downtown Business District. The amended DB District ordinance shall be maintained through at least July 1, 2025.
- The Borough will amend its zoning ordinance to permit as a conditional use in the MUC zone residential units on lots greater than 25,000 square feet, with the following conditions:
 - Minimum lot size: 25,000 square feet
 - Maximum height: 3 stories / 45 feet.
 - Maximum density: 15 units per acre.
 - A maximum of one (1) handicap adaptable residential unit may be permitted on the ground floor, so long as the unit is located to the rear of the non-residential uses(s) and is accessed from the side or rear of the building.
 - A minimum of twenty (20%) percent of the units are reserved for affordable housing.
 - The ordinance will also permit a variety of non-residential uses on the ground floor to create a mixed-use development.
- The Borough will also adhere to the requirements of the Fair Housing Act for communities in the Highlands Region, which requires developments in the Borough to set aside twenty (20%) percent of housing units for occupancy by low and moderate income households

10. The Borough agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements by requiring that 13% of the affordable units to be constructed as part of the Exact Tool redevelopment and 13% of any rental affordable units on any site to be developed pursuant to the Borough-wide 20% set aside requirement, the DB District ordinance, or the MUC District conditional use to be very-low-income units. With respect to the units identified on the specific sites referenced in this Agreement, FSHC agrees that the Borough will comply with the 13 % requirement by providing one (1) very low income unit on the Exact Tool site.

11. The Borough shall meet its Third Round Obligation in accordance with the following standards as agreed to by the Parties and reflected in paragraph 7 above:

- a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
- b. At least 50 percent of the units addressing the combination of the Borough's Prior Round Obligation (minus credits without controls) and the Borough's Third Round

Obligation shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households. At least half of the units at the Exact Tool site and on any site to be developed pursuant to the Borough-wide 20% set aside requirement, the DB District ordinance, or the MUC District conditional use shall be very-low-income and low-income units.

- c. At least twenty-five percent of the Third Round Obligation shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Obligation in total must be available to families.
 - e. The Borough agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and Third Round Obligation.
12. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, and NAACP New Brunswick Main Branch and Youth Council Branch, the Plainfield Area Branch, and Central Jersey Housing Resource Center, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
13. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Borough as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Borough annually within 30 days of the publication of determinations of median income by HUD as follows:
- a. Regional income limits shall be established for the region that the Borough is located within (i.e. Region 3) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of

- four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- b. The income limits attached hereto as Exhibit B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2017, and shall be utilized until the Borough updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)(3) shall be calculated by the Borough annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
 - d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.
14. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
15. As an essential term of this Agreement, within one hundred twenty (120) days of Court's approval of this Agreement, the Borough shall introduce and adopt an ordinance or ordinances providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance as necessary to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.
16. The parties agree that if a decision of a court of competent jurisdiction in Hunterdon County, or if no court in Hunterdon County issues a decision on fair share obligations then a court within Vicinage 13 (Hunterdon, Warren, Somerset) or COAH Region 3 (Hunterdon, Somerset, Middlesex) or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total Third Round obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein.

The reduction of the Borough's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its Obligation for the Third Round, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

17. The Borough shall prepare a Spending Plan within the period referenced above in Paragraph 17, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the Judgment of Compliance and Repose or order providing a judicial equivalent of substantive certification, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Borough agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended. Said forms shall be provided prior to the Compliance Hearing.
18. On the first anniversary of the Judgment of Compliance and Repose or order providing a judicial equivalent of substantive certification, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. Said forms shall be provided prior to the Compliance Hearing.
19. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the ten-year period of protection provided in this Agreement. The Borough agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented.
 - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the Judgment of Compliance and Repose or

judicial equivalent of substantive certification, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

20. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
21. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties agree that the Borough will be entitled to either a "Judgment of Repose and Compliance" or "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015), which shall be determined by the trial judge and both parties agree not to appeal the trial judge's determination. The "accompanying protection" shall remain in effect through July 7, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
22. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$3,000.00 within thirty (30) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
23. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
24. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Hunterdon County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
25. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

26. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
27. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
28. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
29. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
30. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
31. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
32. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
33. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
34. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
35. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

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

TO THE BOROUGH: Steven Firkser, Esq.
Greenbaum Rowe Smith & Davis
99 Wood Avenue South
Iselin, NJ 08830
Telecopier: 732.476.2389
Email: sfirkser@greenbaumlaw.com

**WITH A COPY TO THE
MUNICIPAL CLERK:** Adam Young, Acting Clerk
Borough of High Bridge
97 West Main Street
High Bridge, NJ 08829
Telecopier: 908.638.9374
Email: Clerk@highbridge.org

Please sign below if these terms are acceptable.

Sincerely,



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

On behalf of the Borough of High Bridge,
with the authorization of the Borough Council:



Dated: December 15, 2017
STEVEN FIRKSER, ESQ.
Attorney for Borough of High Bridge

EXHIBIT A
Vacant Land Analysis

Borough of High Bridge
Vacant Land Inventory

Block	Lot	Address	Owner	Property Class	Zoning	Planning Acreage	Sewer Service Acres	Total Acres	Constrained Acres	Buildable Acres	Constraints Description	Comments	Potential RDP Units
1.01	3	Buffalo Hollow Rd	Oertel, Horst	1	R-1	PZ	Yes	0.08	0.08	0.00	DWPA, Steep Slopes	Environmentally Constrained No	No
2	6.02			1	R-2	ECZ	Yes	0.05	0.00	0.05		Undersized	No
2	22	28 Fine Rd	Graybush, Mary	1	R-2	EECESZ	Yes	1.06	1.02	0.04	Steep Slopes	Environmentally Constrained No	No
2	67.01	Cregar Rd	Strunk, Albert L & Albert L Jr.	1	R-3	ECZ	Yes	0.37	0.31	0.06	Steep Slopes	Environmentally Constrained No	No
2	77	92 Cregar Rd	Intersate Builders LLC	1	R-3	EECESZ	Yes	0.76	0.58	0.18	Steep Slopes	Environmentally Constrained No	No
2	80	Cregar Rd	Cole, Naomi E	1	R-3	EECESZ	Yes	0.47	0.42	0.05	Steep Slopes	Environmentally Constrained No	No
2.01	8			1	R-2	ECZ	Yes	0.09	0.00	0.09		Undersized	No
2.01	25.01	16 Fine Rd	Knapp, Claire Rose	1	R-2	EECESZ	Yes	1.02	1.00	0.02	Steep Slopes	Environmentally Constrained No	No
2.01	42	Fairview Ave	High Bridge Borough	15C	G	PZ	Yes	3.06	3.06	0.00	DWPA, Steep Slopes	Environmentally Constrained No	No
2.01	50	Fairview Ave Rear	High Bridge Borough	15C	G	ECZ	Yes	0.26	0.26	0.00	DWPA, Steep Slopes	Environmentally Constrained No	No
2.01	52.02	133 Fairview Avenue	Belling, Carl A	1	R-2	ECZ	Yes	0.98	0.64	0.34	Steep Slopes	Environmentally Constrained No	No
3	0			1	R-1	EECESZ	Yes	0.91	0.82	0.09	DWPA, Steep Slopes	Environmentally Constrained No	No
3	2	181 Colesbury Rd.	Fabis, Dusan D & Jarmille	1	R-1	PZ	Yes	0.00	0.00	0.00	DWPA, Steep Slopes	Environmentally Constrained No	No
3	3.02	504 Colesbury Road	Monaco, Ernest S & Maria Luisa	1	R-1	EECESZ	Yes	0.27	0.24	0.03	DWPA, Steep Slopes	Environmentally Constrained No	No
3	3.03	808 Colesbury Road	Yanni, Barbara	1	R-1	PZ	Yes	2.75	2.09	0.65	DWPA, Steep Slopes	Environmentally Constrained No	No
4	11	Mine Rd	Peck, Vicki	1	R-1	LCZ	Yes	1.20	1.20	0.00	DWPA, Steep Slopes	Environmentally Constrained No	No
4	14	805 Colesbury Rd	Monroe, Douglas	3A	R-1	PZ	Yes	6.29	4.76	1.53	DWPA, Steep Slopes	Environmentally Constrained No	No
4.02	8	60 Church St	High Bridge Borough	15C	G	ECZ	Yes	0.18	0.09	0.15	Steep Slopes	Environmentally Constrained No	No
4.06	8	Taylor St	High Bridge Borough	15C	R-4	ECZ	Yes	0.17	0.16	0.01	Steep Slopes	Environmentally Constrained No	No
4.06	32	Prospect St	Heffernan, John J	1	R-4	ECZ	Yes	0.69	0.07	0.02	Steep Slopes	Environmentally Constrained No	No
4.07	4	Mine Rd	Schweikert, Alfred W III & Gigi M	1	R-1	LCZ	Yes	0.29	0.29	0.00	DWPA, SFHA, Steep Slopes	Environmentally Constrained No	No
4.07	5	181 Colesbury Rd.	Black, Thomas Z & Robert Jr	1	G	PZ	Yes	3.11	3.05	0.06	Wetlands, DWPA, SFHA, Steep Slopes	Environmentally Constrained No	No
5	5	Prospect St	Schuetz, Alan - Trustee	1	R-4	ECZ	Yes	0.49	0.38	0.11	DWPA, Steep Slopes	Environmentally Constrained No	No
7	13	Mill St	Frazier, Larry & Donna Chorvatelli	1	R-4	ECZ	Yes	0.03	0.00	0.03		Undersized	No
7	19	Center St	High Bridge Borough	15C	R-4	ECZ	Yes	0.10	0.08	0.01	Steep Slopes	Environmentally Constrained No	No
34	2	Church Street	Pesola-Kincalot, C/O Ed Gerz	1	R-4	ECZ	Yes	0.15	0.00	0.15		Undersized	No
15	5	Mine Rd	High Bridge Borough	15C	G	EECESZ	Yes	0.56	0.56	0.00	DWPA, Steep Slopes	Environmentally Constrained No	No
15	22.01	Silverthorne Rd Rear	Banks, Elizabeth A & Charles W	1	R-2	EECESZ	Yes	0.37	0.14	0.23	Steep Slopes	Environmentally Constrained No	No
19	10.0801			1	R-3	EECESZ	Yes	0.21	0.17	0.04	DWPA, Steep Slopes	Environmentally Constrained No	No
19	23	Cregar Rd	Bearn, Brian Terry & Kay Lynn	1	R-3	ECZ	Yes	0.50	0.31	0.19	DWPA, Steep Slopes	Environmentally Constrained No	No
19	51	Fairview Ave	Prouty, William R & Tracie E	1	R-4	ECZ	Yes	0.90	0.14	0.16	Steep Slopes	Environmentally Constrained No	No
19	57	39 Fairview Ave	Aggar, Kenneth Est C/O Kim Cozra	1	R-4	EECESZ	Yes	0.44	0.38	0.06	Steep Slopes	Environmentally Constrained No	No
19	62			1	D8	ECZ	Yes	0.46	0.12	0.34	Steep Slopes	Infill	No
19	62.01	23 Fairview Ave	Musnuff, John J	1	D8	EECESZ	Yes	0.60	0.51	0.09	DWPA, Steep Slopes	Environmentally Constrained No	No
19.01	15	West Main St	High Bridge Borough	15C	R-3	EECESZ	Yes	1.38	1.38	0.00	DWPA, Steep Slopes	Environmentally Constrained No	No
19.03	89	Main St	High Bridge Borough	15C	D8	ECZ	Yes	0.12	0.00	0.12	Steep Slopes	Environmentally Constrained No	No
20	2.01	12 West Main Street	Cregar, George	1	R-3	ECZ	Yes	0.09	0.00	0.09		Undersized	No
20	41	Lake Ave Rear	Bitow Enterprises LLC	3A	R-1	ECZ	Yes	8.29	8.29	0.00	Wetlands, DWPA, Steep Slopes	Environmentally Constrained No	No
20	52	126 West Main St	Bitow Enterprises LLC	2	C	ECZ	Yes	17.87	12.75	5.11	Wetlands, DWPA, SFHA, Steep Slopes	Potential Redevelopment	No
20	54	West Main St	Bitow Enterprises LLC	3B	R-1	ECZ	Yes	12.53	6.72	5.81	DWPA, Steep Slopes	Environmentally Constrained No	No
22	7	Beavers Street	High Bridge Borough	15C	R-3	ECZ	Yes	0.38	0.04	0.14	Steep Slopes	Environmentally Constrained No	No
23	23	Lake Avenue	Potter, Stephen J	1	R-3	ECZ	Yes	0.27	0.21	0.06	DWPA, Steep Slopes	Environmentally Constrained No	No
24	13	82 West Main St	Hagan, Christopher & Mary-Anne	1	MUC	ECZ	Yes	0.19	0.19	0.00	DWPA	Environmentally Constrained No	No
24	16	100 West Main St	Valda, Peter F Inc Estate	4B	MUC	ECZ	Yes	4.99	0.26	4.12	Wetlands, DWPA, Steep Slopes	Potential Redevelopment	No
24	22	Dennis Ave	Aggar, Harold	1	R-3	ECZ	Yes	0.44	0.00	0.44		Infill	No
24	28	Beavers Street	Means, Andrea	1	R-3	ECZ	Yes	0.25	0.13	0.12	Steep Slopes	Environmentally Constrained No	No
24	29	Beavers Street	Means, Andrea	1	R-3	ECZ	Yes	0.28	0.12	0.16	Steep Slopes	Environmentally Constrained No	No
25	4.01	26a West Main St	High Bridge Borough	15C	R-3	ECZ	Yes	0.41	0.41	0.00	DWPA, Steep Slopes	Environmentally Constrained No	No
26	1			1	R-4	ECZ	Yes	0.14	0.14	0.00	DWPA, Steep Slopes	Environmentally Constrained No	No
26	5	21-23 Central Ave	Wright, Donald Jr	1	R-4	ECZ	Yes	0.17	0.15	0.01	DWPA, Steep Slopes	Environmentally Constrained No	No
29	8	Hart St	Jones, Ryan	1	R-4	ECZ	Yes	0.15	0.00	0.15	Steep Slopes	Environmentally Constrained No	No
29.01	8	Center St	Murphy, Dennis J	1	D8	ECZ	Yes	0.09	0.00	0.09		Undersized	No
29.02	7	Washington Ave	High Bridge Borough	15C	R-4	ECZ	Yes	0.04	0.00	0.04		Infill	No
29.02	8	6 Washington Ave	As Memorial Gardens LLC	1	R-4	ECZ	Yes	0.44	0.18	0.25	Steep Slopes	No	No
29.02	12	Center St	Murphy, Dennis J	1	D8	ECZ	Yes	0.66	0.22	0.44	DWPA, Steep Slopes	Approved	No
29.02	14	W/S Washington Ave	High Bridge Borough	15C	R-4	ECZ	Yes	0.02	0.00	0.02		Undersized	No
29.02	16	Rear Arch St Tunnel	High Bridge Borough	15C	G	ECZ	Yes	1.73	1.73	0.00	DWPA, Steep Slopes	Environmentally Constrained No	No

Borough of High Bridge
Vacant Land Inventory

Block	Lot	Address	Owner	Property Class	Zoning	Planning Area	Sewer Service	Total Acres	Constrained Acres	Buildable Acres	Constraints Description	Comments	Include in ROP	Potential Units
30	14	West Main St Rear	N.M. Holding Phoenix, LLC	1	MUC	ECZ	Yes	0.03	0.03	0.00	Wetlands, OWPA, SFHA	Environmentally Constrained	No	
30	19	Jerricho Rd Rear	Erb, Eric & Nancy	1	MUC	ECZ	Yes	1.54	1.54	0.00	Wetlands, OWPA, SFHA	Environmentally Constrained	No	
30	20	West Main St Rear	Graf, Walter P Est	3B	MUC	ECZ	Yes	1.62	1.32	0.10	Wetlands, OWPA, SFHA	Environmentally Constrained	No	
30.01	2	Jerricho Rd	Seals, Carl R. & Patricia A.	1	G	ECZ	Yes	0.37	0.17	0.00	OWPA, SFHA, Steep Slopes	Environmentally Constrained	No	
30.01	3	Jerricho Rd	High Bridge Borough	15C	G	ECECSZ	Yes	1.39	1.39	0.00	Wetlands, OWPA, SFHA, Steep Slopes	Environmentally Constrained	No	
30.01	7	West Main St Rear	Gronsky, Steve Jr.	1	R-1	ECECSZ	Yes	0.28	0.28	0.00	OWPA, SFHA	Environmentally Constrained	No	
30.01	12	Jerricho Rd	Graf, Walter P Est	3B	R-1	ECECSZ	Yes	2.73	2.69	0.04	Wetlands, OWPA, SFHA, Steep Slopes	Environmentally Constrained	No	
31	2.01			1	R-3	ECZ	Yes	0.02	0.02	0.00	OWPA, SFHA	Environmentally Constrained	No	
33	12	Land Locked/Off Of Patton	Skyline Ridge Homeowner C/O McHugh	1	R-3	ECZ	Yes	0.07	0.07	0.00	OWPA, Steep Slopes	Environmentally Constrained	No	
33	12	Land Locked/Off Of Patton	Skyline Ridge Homeowner C/O McHugh	1	R-3	ECECSZ	Yes	3.17	2.27	0.90	OWPA, Steep Slopes	Environmentally Constrained	No	
33	59	East Main St	Balle, Thomas George	1	R-1	ECZ	Yes	0.02	0.01	0.02	Steep Slopes	Environmentally Constrained	No	
33	59	East Main St	Balle, Thomas George	1	R-1	ECZ	Yes	0.01	0.01	0.00	Steep Slopes	Environmentally Constrained	No	
37	16	Elm Ave	Bush, J Robert & Phyllis H	1	R-4	ECZ	Yes	0.15	0.15	0.00	OWPA, Steep Slopes	Environmentally Constrained	No	
37	23	Maryland Ave	High Bridge Borough	15C	R-4	ECZ	Yes	0.41	0.41	0.00	OWPA	Environmentally Constrained	No	
37	25	Tisco Ave	High Bridge Borough	15C	R-4	ECZ	Yes	0.16	0.16	0.00	OWPA, Steep Slopes	Environmentally Constrained	No	
39	8	Wilson Ave	Casella, Salvatore R. & Jean L	1	R-1	ECECSZ	Yes	0.15	0.15	0.00	Steep Slopes	Environmentally Constrained	No	
40	6.01	153 East Main St	Bachmann, Erik Jon	3A	R-1	ECECSZ	Yes	0.97	0.94	0.03	Wetlands, OWPA, Steep Slopes	Environmentally Constrained	No	
40	8			1	6	PZ	Yes	0.26	0.14	0.12	OWPA, Steep Slopes	Environmentally Constrained	No	
500	2			1	G	LCZ	Yes	0.51	0.51	0.00	OWPA, SFHA, Steep Slopes	Environmentally Constrained	No	
500	3			1	G	LCZ	Yes	11.00	8.09	2.92	OWPA, Steep Slopes	Developable	Yes	17
2	4	498 Buffalo Hollow Rd	Oerzel, Horst	3A	R-1	ECZ	Yes	11.00	8.09	2.92	OWPA, Steep Slopes	Developable	Yes	3
40	6.01	153 East Main St	Bachmann, Erik Jon	3A	R-1	ECECSZ	Yes	8.95	1.44	7.49	Steep Slopes	Developable	Yes	44
40	7	East Main Street	Bachmann, Erik Jon	3B	R-1	ECECSZ	Yes	0.95	0.00	0.95	Steep Slopes	Developable	Yes	5
Total													66	12

Notes:
 Property Class 1 = Vacant
 Property Class 15C = Public Property
 ECZ = Highlands Existing Community Zone
 ECECSZ = Highlands Existing Community - Environmentally Constrained Subzone
 PZ - Highlands Protection Zone
 LCZ - Lake Community Zone
 OWPA = Highlands Open Water Protection Area
 SFHA = FEMA Special Flood Hazard Area
 Undersited = 0 - 0.167 acres
 Infill = 0.167 - 0.83 acres
 Developable = 0.83 acres and greater

EXHIBIT B

2017 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

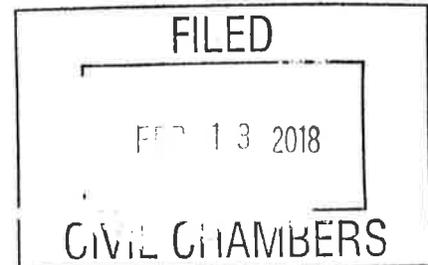
Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - August 2017

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

	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rent/Sale***	Regional Asset Income****
Region 1 Bergen, Hudson, Passaic and Sussex	Median \$48,217	\$64,576	\$88,982	\$77,492	\$85,102	\$89,546	\$92,960	\$91,878	\$106,766	\$113,655	1.7%	\$166,493
Region 2 Essex, Morris, Union and Warren	Median \$52,762	\$70,649	\$75,374	\$84,796	\$94,218	\$97,987	\$101,755	\$109,289	\$116,830	\$124,368	1.7%	\$190,756
Region 3 Hudson, Middlesex and Somerset	Median \$73,780	\$79,950	\$94,310	\$94,860	\$105,400	\$109,616	\$113,832	\$122,264	\$130,696	\$139,128	1.7%	\$200,698
Region 4 Mercer, Monmouth and Ocean	Median \$52,817	\$70,738	\$75,454	\$84,885	\$94,317	\$98,090	\$101,862	\$109,608	\$118,953	\$124,498	1.7%	\$177,413
Region 5 Burlington, Camden and Gloucester	Median \$46,592	\$69,320	\$55,248	\$59,904	\$66,580	\$69,222	\$71,885	\$77,210	\$82,534	\$87,859	1.7%	\$144,194
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median \$40,868	\$43,787	\$46,706	\$52,545	\$58,385	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066	1.7%	\$136,680
Moderate income is between 80 and 90 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.												

* These columns are for calculating the pricing for one and three bedroom sale and rental units as per N.J.A.C. §80-26.4(b).
 ** This column is used for calculating the pricing for rent increases for units as per N.J.A.C. §80-26.4(c). The increase for 2015 was 2.3%, the increase for 2016 was 1.1% and the increase for 2017 is 1.7% (Consumer price index for All Urban Consumers (CPI-U) - Region 6 by expenditure category and commodity and service group). Landlords who did not increase rents in 2015 or 2016 may increase rent by up to the applicable combined percentage from their last rental increase for the unit. In no case can rent for any particular apartment be increased more than one time per year.
 *** This column is used for calculating the pricing for rental increases for rental increases for units as per N.J.A.C. §80-26.4(d). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum rental price established by the administrative agent be lower than the last recorded purchase price.
 Low income tax credit developments may increase based on the low income tax credit regulations.
 **** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. §80-26.1(b)(3).
 ***** Since the Regional Income Limits for Region 6 in 2016 were higher than the 2017 calculations, the 2016 income limits will remain in force for 2017. See N.J.A.C. §80-26.1(c).

GREENBAUM, ROWE, SMITH & DAVIS LLP
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Iselin, New Jersey 08830-2712
(732) 549-5600
Attorneys for Petitioner, Borough of High Bridge



In the Matter of the Application of the Borough of High Bridge, a municipal corporation of the State of New Jersey, for Determination of Compliance with Affordable Housing Obligations

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
HUNTERDON COUNTY

DOCKET NO. HNT-L-310-15

**CIVIL ACTION
(Mount Laurel)**

**ORDER APPROVING
SETTLEMENT AGREEMENT**

THIS MATTER having come before the Court on the application of Greenbaum, Rowe, Smith & Davis LLP, attorneys for petitioner Borough of High Bridge (“Borough”) for a Fairness Hearing to approve the December 11, 2017 Settlement Agreement between the Borough and interested party Fair Share Housing Center to resolve the requirements for the Borough to meet its constitutional obligation to provide its fair share of housing for low- and moderate-income households, and the Borough having provided notice to interested parties on January 8, 2018 by mailing notices to all interested parties on the Borough’s service list and by publication in the

Hunterdon County Democrat on January 11, 2018 and Express Times on January 5, 2018, and the Court having reviewed the comments and recommendations of Christine Nazzaro-Cofone, the Court appointed special master, and no other party having provided any comments or objections to the Settlement Agreement, and the Court having conducted a Fairness Hearing to consider the Settlement Agreement, and good cause having been shown,

IT IS on this 13th day of February, 2018, ORDERED AS FOLLOWS:

1. Approval of Settlement Agreement. The December 11, 2017 Settlement Agreement is approved, and the Borough shall proceed with the undertakings set forth in the Settlement Agreement. Within 120 days of the entry of this Order, the Borough shall take the following actions, if it has not already done so:

- a. The Borough Planning Board shall adopt and the Mayor and Council shall endorse a Housing Element and Fair Share Plan consistent with the terms of the Settlement Agreement. The Housing Element and Fair Share Plan shall include the Spending Plan.
- b. The Borough shall contract with an affordable housing administrator to operate a rehabilitation program that conforms with the applicable rules at N.J.A.C. 5:93-5.2 and appoint a specific municipal employee as Municipal Housing Liaison responsible for administering the affordable housing program, including affordability controls, the Affirmative Marketing Plan, and monitoring and reporting.
- c. The Mayor and Council shall maintain its existing zoning ordinance to permit residential uses in its DB Downtown Business District.
- d. The Mayor and Council shall adopt an amendment to its zoning ordinance to permit as a conditional use in the MUC zone residential units on lots greater than 25,000 square feet.
- e. The Mayor and Council shall adopt ordinances for a redevelopment plan that permits multi-family residential units within the redevelopment area on the former Exact Tool site on Block 24, Lot 16 as ~~required~~ required to implement the terms of the Settlement Agreement.
- f. The Mayor and Council shall adopt a Resolution appointing the Borough's Administrative Agent to administer affordable units in accordance with the

requirements in Paragraph 13 of the Settlement Agreement and the Uniform Housing Affordability Controls (UHAC, N.J.A.C. 5:80-26.1 et seq.).

g. The Borough shall prepare an Affirmative Marketing Plan, and the Mayor and Council shall adopt a Resolution adopting the Borough's Affirmative Marketing Plan.

2. Continuing Obligations. The Borough shall perform the following obligations in accordance with the terms of the Settlement Agreement.

a. The Borough shall provide annual monitoring of affordable housing trust fund activity and the status of affordable housing activity as outlined in Paragraphs 17 and 18 of the Settlement Agreement.

b. The monitoring and reporting requirements identified in Paragraph 19 of the Settlement Agreement shall be continuing conditions of the Court's approval.

c. The Borough will adhere to the requirements of the Fair Housing Act for communities in the Highlands Region, which requires developments in the Borough to set aside twenty (20%) percent of housing units for occupancy by low and moderate income households.

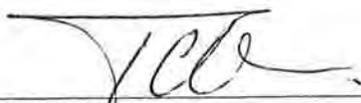
4. Payment to Fair Share Housing Center. The Borough shall make the \$3,000.00 ~~payment~~ ^{Fair Share Housing Center is hereby deemed an intervenor in this matter} payment for attorneys' fees to Fair Share Housing Center as set forth in the Settlement Agreement within thirty (30) days of the entry of this Order.

5. Extension of Temporary Immunity. Temporary immunity previously granted to the Borough is hereby extended until and through the day following the completion of the Compliance Hearing and the entry of an Order granting Final Judgment in this matter.

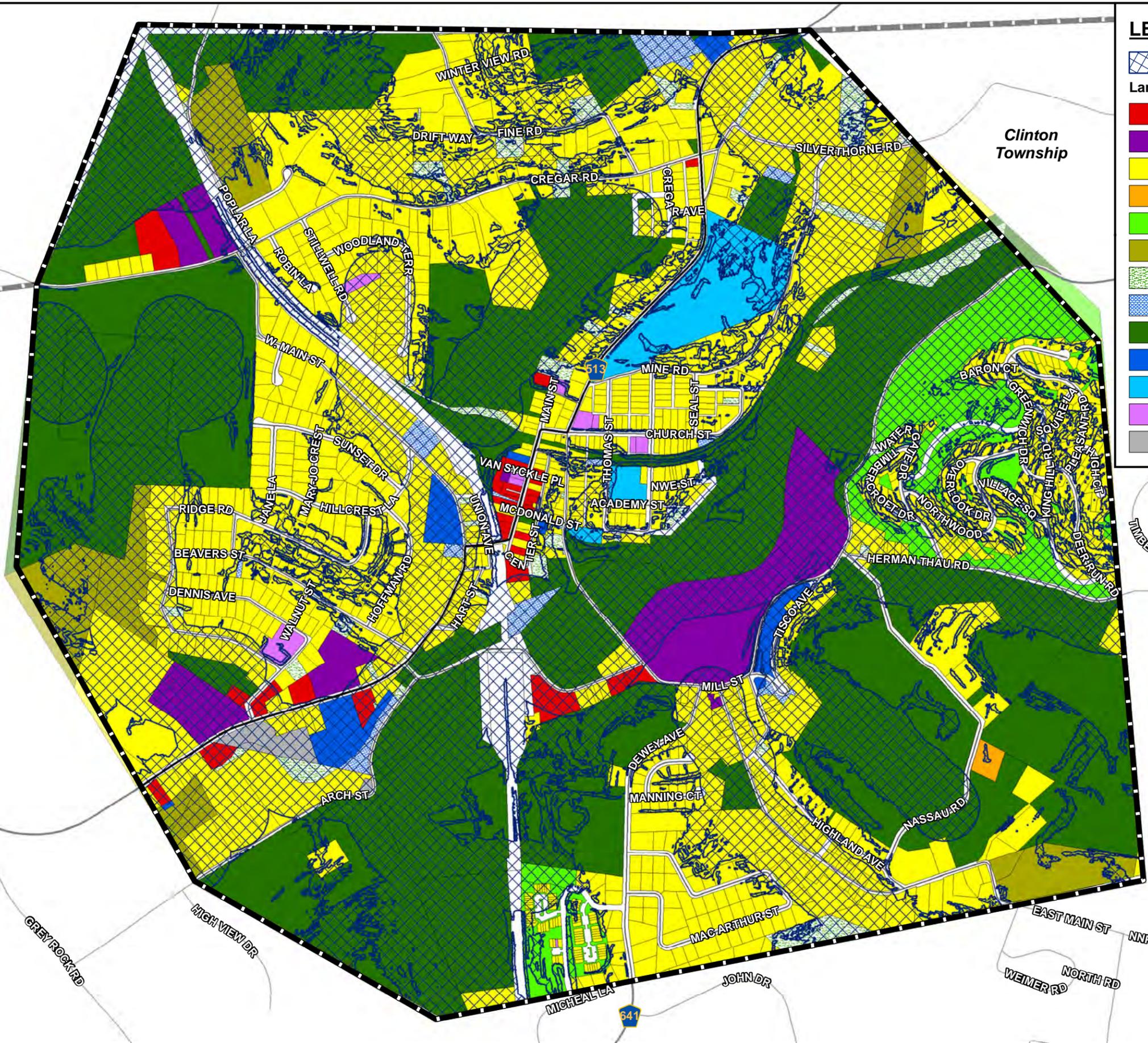
6. Service of Order. A copy of the within Order shall be served on counsel for all persons and/or entities on the municipal service list within five (5) days of receipt of this order by counsel for the Borough.

3. Approval of Income Limits.

The income limits and methodology for calculating such income limits in the future contained in the Settlement Agreement are hereby approved.


Hon. Thomas C. Miller, P.J. Civ.

\\HOFAS1\Survey\GIS\PROJECTIONS\Municipal\H-H\HIP\HIP025A1160104dmb_HIP_LandUse11x17.mxd



Clinton Township

LEGEND

-  Env. Constraints
- Land Use**
-  Commercial
-  Industrial
-  Residential
-  Apartment
-  Common Area
-  Farmland
-  Vacant Land
-  Public Land (Vacant)
-  Preserved Open Space
-  Public Facility
-  School
-  Church
-  Utility

EXISTING LAND USE

BOROUGH OF HIGH BRIDGE

HUNTERDON COUNTY
NEW JERSEY



1 inch = 900 feet

This map was developed using NJDEP and County GIS digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.



January 2016

Lebanon Township

31

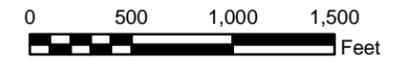
LEGEND

- Highlands Wetlands
- FEMA Special Flood Hazard
- Highlands Open Water Protection Area
- Highlands Steep Slopes (15% or greater)

ENVIRONMENTAL CONSTRAINTS

BOROUGH OF HIGH BRIDGE

HUNTERDON COUNTY
NEW JERSEY



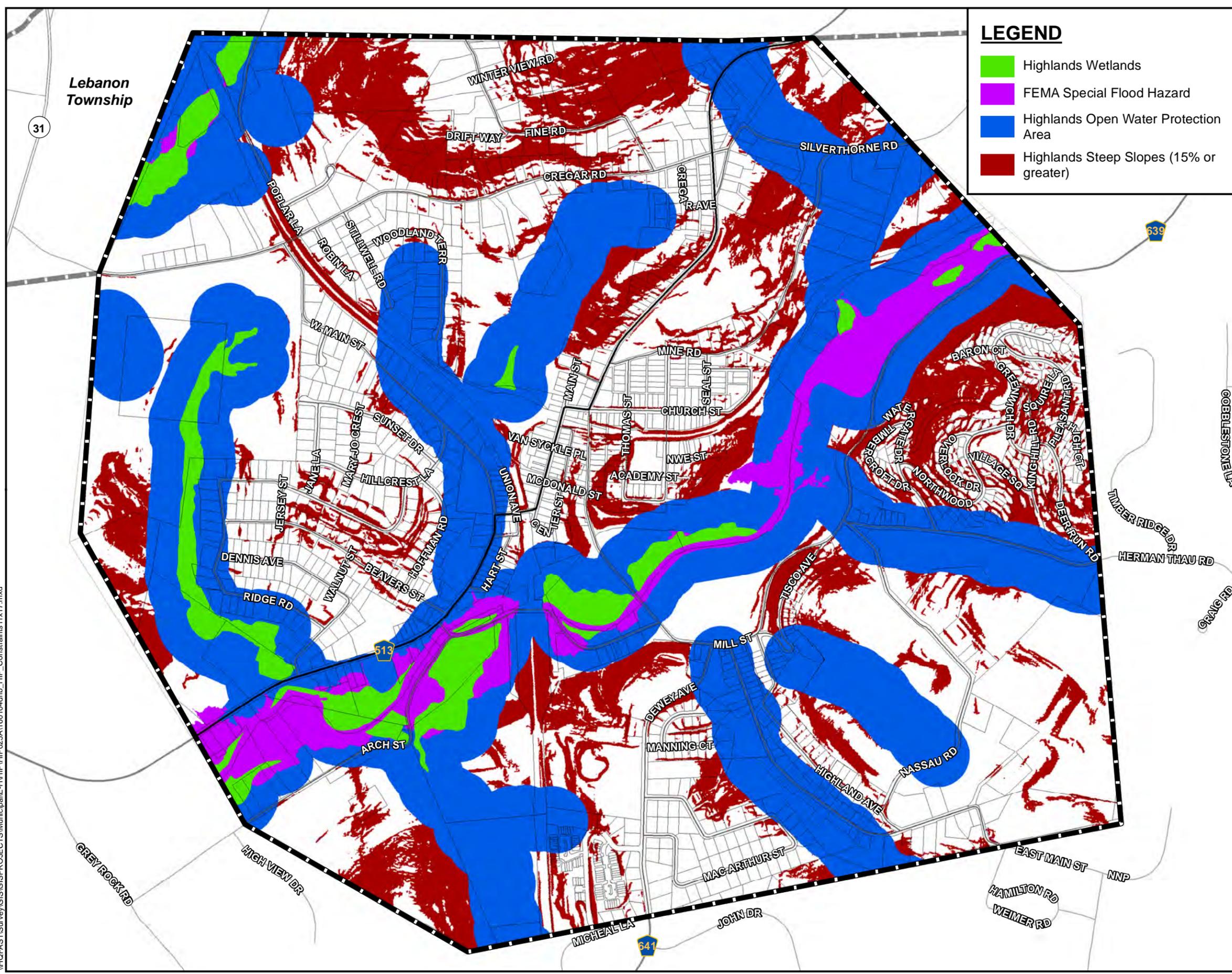
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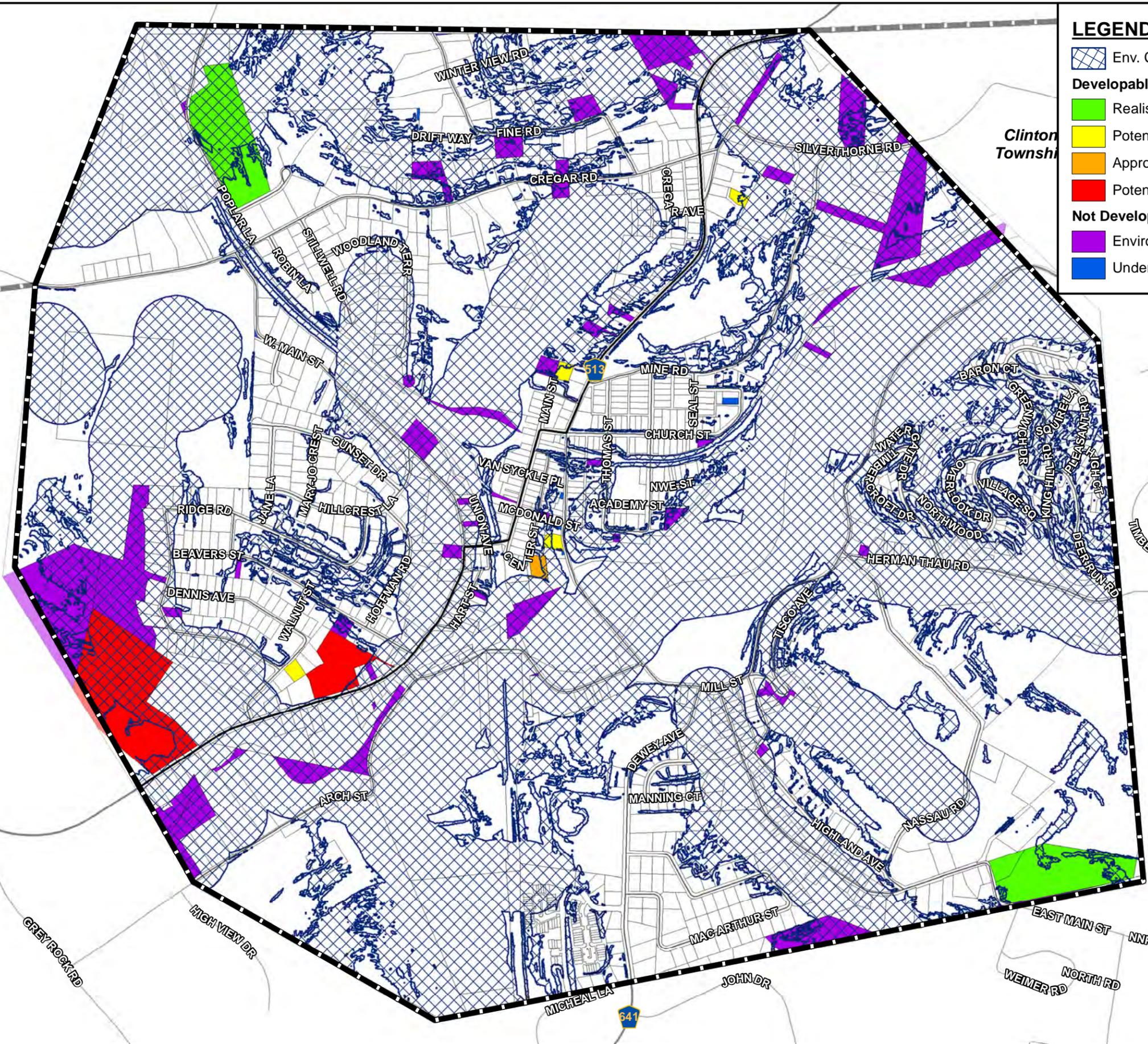


January 2016

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LEGEND

-  Env. Constraints
- Developable**
 -  Realistic Development Potential
 -  Potential Infill Development
 -  Approved Development
 -  Potential Redevelopment
- Not Developable**
 -  Environmentally Constrained
 -  Undersized

VACANT LANDS

BOROUGH OF HIGH BRIDGE

HUNTERDON COUNTY
NEW JERSEY



1 inch = 900 feet

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January 2016

Borough of High Bridge
Vacant Land Inventory

1/7/2016

Block	Lot	Address	Owner	Property Class	Zoning	Planning Area	Sewer Service	Total Acres	Constrained Acres	Buildable Acres	Constraints Description	Comments	Include in RDP	Potential Units	RDP
1.01	3	Buffalo Hollow Rd	Oertel, Horst	1	R-1	PZ	Yes	0.08	0.08	0.00	OWPA, Steep Slopes	Environmentally Constrained	No		
2	6.02			1	R-2	ECZ	Yes	0.05	0.00	0.05		Undersized	No		
2	22	23 Fine Rd	Graybush, Mary	1	R-2	ECECSZ	Yes	1.06	1.02	0.03	Steep Slopes	Environmentally Constrained	No		
2	67.01	Cregar Rd	Strunk, Albert L & Albert L Jr.	1	R-3	ECZ	Yes	0.37	0.31	0.06	Steep Slopes	Environmentally Constrained	No		
2	77	92 Cregar Rd	Interstate Builders LLC	1	R-3	ECECSZ	Yes	0.76	0.58	0.18	Steep Slopes	Environmentally Constrained	No		
2	80	Cregar Rd	Cole, Naomi E	1	R-3	ECECSZ	Yes	0.47	0.42	0.05	Steep Slopes	Environmentally Constrained	No		
2.01	8			1	R-2	ECZ	Yes	0.03	0.00	0.03		Undersized	No		
2.01	25.01	16 Fine Rd	Knapp, Claire Rose	1	R-2	ECECSZ	Yes	1.02	1.00	0.02	Steep Slopes	Environmentally Constrained	No		
2.01	42	Fairview Ave	High Bridge Borough	15C	G	PZ	Yes	3.06	3.06	0.00	OWPA, Steep Slopes	Environmentally Constrained	No		
2.01	50	Fairview Ave Rear	High Bridge Borough	15C	G	ECZ	Yes	0.26	0.26	0.00	OWPA, Steep Slopes	Environmentally Constrained	No		
2.01	52.02	133 Fairview Avenue	Balling, Carl A	1	R-2	ECZ	Yes	0.98	0.64	0.34	Steep Slopes	Environmentally Constrained	No		
3	0			1	R-1	ECECSZ	Yes	0.91	0.82	0.09	OWPA, Steep Slopes	Environmentally Constrained	No		
3	2	181 Cokesbury Rd.	Fabis, Dusan D & Jarmila	1	R-1	PZ	Yes	0.00	0.00	0.00	OWPA, Steep Slopes	Environmentally Constrained	No		
3	3.02	604 Cokesbury Road	Monaco, Ernest S & Maria Luisa	1	R-1	ECECSZ	Yes	0.27	0.24	0.03	OWPA, Steep Slopes	Environmentally Constrained	No		
3	3.03	608 Cokesbury Road	Yanni, Barbara	1	R-1	PZ	Yes	2.75	2.09	0.65	OWPA, Steep Slopes	Environmentally Constrained	No		
4	11	Mine Rd	Peck, Vicki	1	R-1	LCZ	Yes	1.20	1.20	0.00	OWPA, Steep Slopes	Environmentally Constrained	No		
4	14	605 Cokesbury Rd	Monroe, Douglas	3A	R-1	PZ	Yes	6.29	4.76	1.53	OWPA, Steep Slopes	Environmentally Constrained	No		
4.02	9	60 Church St	High Bridge Borough	15C	G	ECZ	Yes	0.18	0.03	0.15	Steep Slopes	Environmentally Constrained	No		
4.06	8	Taylor St	High Bridge Borough	15C	R-4	ECZ	Yes	0.17	0.16	0.01	Steep Slopes	Environmentally Constrained	No		
4.06	32	Prospect St	Heffernan, John J	1	R-4	ECZ	Yes	0.09	0.07	0.02	Steep Slopes	Environmentally Constrained	No		
4.07	4	Mine Rd	Schweikert, Alfred W Iii & Gigi M	1	R-1	LCZ	Yes	0.29	0.29	0.00	OWPA, SFHA, Steep Slopes	Environmentally Constrained	No		
4.07	6	181 Cokesbury Rd.	Bleck, Thomas Z & Robert Jr	1	G	PZ	Yes	3.11	3.05	0.06	Wetlands, OWPA, SFHA, Steep Slopes	Environmentally Constrained	No		
5	5	Prospect St	Schuetz, Alan - Trustee	1	R-4	ECZ	Yes	0.49	0.38	0.11	OWPA, Steep Slopes	Environmentally Constrained	No		
7	13	Mill St	Frazier, Larry & Donna Chiovarelli	1	R-4	ECZ	Yes	0.03	0.00	0.03		Undersized	No		
7	19	Center St	High Bridge Borough	15C	R-4	ECZ	Yes	0.10	0.08	0.01	Steep Slopes	Environmentally Constrained	No		
14	2	Church Street	Pesola-Kincaid, C C/O Ed Getz	1	R-4	ECZ	Yes	0.16	0.00	0.16		Undersized	No		
15	5	Mine Rd	High Bridge Borough	15C	G	ECECSZ	Yes	0.56	0.56	0.00	OWPA, Steep Slopes	Environmentally Constrained	No		
15	22.01	Silverthorne Rd Rear	Banks, Elizabeth A & Charles W	1	R-2	ECECSZ	Yes	0.37	0.14	0.23	Steep Slopes	Infill	No		
19	10.0801			1	R-3	ECECSZ	Yes	0.21	0.17	0.04	OWPA, Steep Slopes	Environmentally Constrained	No		
19	23	Cregar Rd	Beam, Brian Terry & Kay Lynn	1	R-3	ECZ	Yes	0.50	0.31	0.19	OWPA, Steep Slopes	Environmentally Constrained	No		
19	51	Fairview Ave	Prouty, William R & Tracie E	1	R-4	ECZ	Yes	0.30	0.14	0.16	Steep Slopes	Environmentally Constrained	No		
19	57	39 Fairview Ave	Apgar, Kenneth Est C/O Kim Costa	1	R-4	ECECSZ	Yes	0.44	0.38	0.06	Steep Slopes	Environmentally Constrained	No		
19	62			1	DB	ECZ	Yes	0.46	0.12	0.34	Steep Slopes	Infill	No		
19	62.01	23 Fairview Ave	Musnuff, John J	1	DB	ECECSZ	Yes	0.60	0.51	0.09	OWPA, Steep Slopes	Environmentally Constrained	No		
19.01	15	West Main St	High Bridge Borough	15C	R-3	ECECSZ	Yes	1.38	1.38	0.00	OWPA, Steep Slopes	Environmentally Constrained	No		
19.03	89	Main St	High Bridge Borough	15C	DB	ECZ	Yes	0.12	0.00	0.11	Steep Slopes	Environmentally Constrained	No		
20	2.01	12 West Main Street	Cregar, George	1	R-3	ECZ	Yes	0.03	0.00	0.03		Undersized	No		
20	41	Lake Ave Rear	Bitow Enterprises LLC	3A	R-1	ECZ	Yes	8.29	8.29	0.00	Wetlands, OWPA, Steep Slopes	Environmentally Constrained	No		
20	52	126 West Main St	Bitow Enterprises LLC	2	C	ECZ	Yes	17.87	12.75	5.11	Wetlands, OWPA, SFHA, Steep Slopes	Potential Redevelopment	No		
20	54	West Main St	Bitow Enterprises LLC	3B	R-1	ECZ	Yes	12.53	6.72	5.81	OWPA, Steep Slopes	Environmentally Constrained	No		
22	7	Beavers Street	High Bridge Borough	15C	R-3	ECZ	Yes	0.18	0.04	0.14	Steep Slopes	Environmentally Constrained	No		
23	23	Lake Avenue	Potter, Stephen J	1	R-3	ECZ	Yes	0.27	0.21	0.06	OWPA, Steep Slopes	Environmentally Constrained	No		
24	13	82 West Main St	Hagan, Christopher & Mary-Anne	1	MUC	ECZ	Yes	0.19	0.19	0.00	OWPA	Environmentally Constrained	No		
24	16	100 West Main St	Vaida, Peter P Inc Estate	4B	MUC	ECZ	Yes	4.39	0.26	4.12	Wetlands, OWPA, Steep Slopes	Potential Redevelopment	No		
24	22	Dennis Ave	Apgar, Harold	1	R-3	ECZ	Yes	0.44	0.00	0.44		Infill	No		
24	28	Beavers Street	Means, Andrea	1	R-3	ECZ	Yes	0.25	0.13	0.12	Steep Slopes	Environmentally Constrained	No		
24	29	Beavers Street	Means, Andrea	1	R-3	ECZ	Yes	0.28	0.12	0.16	Steep Slopes	Environmentally Constrained	No		
25	4.01	26a West Main St	High Bridge Borough	15C	R-3	ECZ	Yes	0.41	0.41	0.00	OWPA, Steep Slopes	Environmentally Constrained	No		
26	1			1	R-4	ECZ	Yes	0.14	0.14	0.00	OWPA, Steep Slopes	Environmentally Constrained	No		
26	5	21-23 Central Ave	Wright, Donald Jr	1	R-4	ECZ	Yes	0.17	0.15	0.01	OWPA, Steep Slopes	Environmentally Constrained	No		
29	8	Hart St	Jones, Ryan	1	R-4	ECZ	Yes	0.15	0.02	0.13	Steep Slopes	Environmentally Constrained	No		
29.01	8	Center St	Murphy, Dennis J	1	DB	ECZ	Yes	0.09	0.00	0.09		Undersized	No		
29.02	7	Washington Ave	High Bridge Borough	15C	R-4	ECZ	Yes	0.04	0.00	0.04		Undersized	No		
29.02	8	6 Washington Ave	Aa Memorial Gardens LLC	1	R-4	ECZ	Yes	0.44	0.18	0.25	Steep Slopes	Infill	No		
29.02	12	Center St	Murphy, Dennis J	1	DB	ECZ	Yes	0.66	0.22	0.44	OWPA, Steep Slopes	Approved	No		
29.02	14	W/S Washington Ave	High Bridge Borough	15C	R-4	ECZ	Yes	0.02	0.00	0.02		Undersized	No		
29.02	16	Rear Arch St Tunnel	High Bridge Borough	15C	G	ECZ	Yes	1.73	1.73	0.00	OWPA, Steep Slopes	Environmentally Constrained	No		

Borough of High Bridge
Vacant Land Inventory

1/7/2016

Block	Lot	Address	Owner	Property Class	Zoning	Planning Area	Sewer Service	Total Acres	Constrained Acres	Buildable Acres	Constraints Description	Comments	Include in RDP	Potential Units	RDP
30	14	West Main St Rear	N.M. Holding Phoenix, LLC	1	MUC	ECZ	Yes	0.03	0.03	0.00	Wetlands, OWPA, SFHA	Environmentally Constrained	No		
30	19	Jerricho Rd Rear	Erb, Eric & Nancy	1	MUC	ECZ	Yes	1.54	1.54	0.00	Wetlands, OWPA, SFHA	Environmentally Constrained	No		
30	20	West Main St Rear	Graf, Walter P Est	3B	MUC	ECZ	Yes	1.62	1.52	0.10	Wetlands, OWPA, SFHA	Environmentally Constrained	No		
30.01	2	Jerricho Rd	Seils, Carl R. & Patricia A.	1	G	ECZ	Yes	0.17	0.17	0.00	OWPA, SFHA, Steep Slopes	Environmentally Constrained	No		
30.01	3	Jerricho Rd	High Bridge Borough	15C	G	ECECSZ	Yes	1.39	1.39	0.00	Wetlands, OWPA, SFHA, Steep Slopes	Environmentally Constrained	No		
30.01	7	West Main St Rear	Gronsky, Steve Jr.	1	R-1	ECECSZ	Yes	0.28	0.28	0.00	OWPA, SFHA,	Environmentally Constrained	No		
30.01	12	Jerricho Rd	Graf, Walter P Est	3B	R-1	ECECSZ	Yes	2.73	2.69	0.04	Wetlands, OWPA, SFHA, Steep Slopes	Environmentally Constrained	No		
31	2.01			1	R-3	ECZ	Yes	0.02	0.02	0.00	OWPA, SFHA	Environmentally Constrained	No		
33	12	Land Locked/Off Of Patton	Skyline Ridge Homeowner C/O Mchugh	1	R-3	ECZ	Yes	0.07	0.07	0.00	OWPA, Steep Slopes	Environmentally Constrained	No		
33	12	Land Locked/Off Of Patton	Skyline Ridge Homeowner C/O Mchugh	1	R-3	ECECSZ	Yes	3.17	2.27	0.90	OWPA, Steep Slopes	Environmentally Constrained	No		
33	69	East Main St	Balla,Thomas George	1	R-1	ECZ	Yes	0.02	0.01	0.02	Steep Slopes	Environmentally Constrained	No		
33	69	East Main St	Balla,Thomas George	1	R-1	ECZ	Yes	0.01	0.01	0.00	Steep Slopes	Environmentally Constrained	No		
37	16	Elm Ave	Bush, J Robert & Phyllis H	1	R-4	ECZ	Yes	0.15	0.15	0.00	OWPA, Steep Slopes	Environmentally Constrained	No		
37	23	Maryland Ave	High Bridge Borough	15C	R-4	ECZ	Yes	0.03	0.03	0.00	OWPA	Environmentally Constrained	No		
37	25	Tisco Ave	High Bridge Borough	15C	R-4	ECZ	Yes	0.41	0.41	0.00	OWPA, Steep Slopes	Environmentally Constrained	No		
39	8	Wilson Ave	Casella, Salvatore R & Jean L	1	R-4	ECZ	Yes	0.16	0.16	0.00	OWPA, Steep Slopes	Environmentally Constrained	No		
40	6.01	153 East Main St	Bachmann, Erik Jon	3A	R-1	ECECSZ	Yes	0.15	0.15	0.00	Steep Slopes	Environmentally Constrained	No		
201	8			1	R-1	ECECSZ	Yes	0.97	0.94	0.03	Wetlands, OWPA, Steep Slopes	Environmentally Constrained	No		
300	2			1	G	PZ	Yes	0.26	0.14	0.12	OWPA, Steep Slopes	Environmentally Constrained	No		
300	3			1	G	LCZ	Yes	0.51	0.51	0.00	OWPA, SFHA, Steep Slopes	Environmentally Constrained	No		
2	4	198 Buffalo Hollow Rd	Oertel, Horst	3A	R-1	ECZ	Yes	11.00	8.09	2.92	OWPA, Steep Slopes	Developable	Yes	17	3
40	6.01	153 East Main St	Bachmann, Erik Jon	3A	R-1	ECECSZ	Yes	8.93	1.44	7.49	Steep Slopes	Developable	Yes	44	8
40	7	East Main Street	Bachmann, Erik Jon	3B	R-1	ECECSZ	Yes	0.95	0.00	0.95		Developable	Yes	5	1
Total													66	12	

Notes:

Property Class 1 = Vacant

Property Class 15C = Public Property

ECZ = Highlands Existing Community Zone

ECECSZ = Highlands Existing Community - Environmentally Constrained Subzone

PZ - Highlands Protection Zone

LCZ - Lake Community Zone

OWPA = Highlands Open Water Protection Area

SFHA = FEMA Special Flood Hazard Area

Undersized = 0 - 0.167 acres

Infill = 0.167 - 0.83 acres

Developable = 0.83 acres and greater

High Bridge Borough, Hunterdon County, New Jersey
2015 Module 7: Municipal Implementation Plan and Schedule Update for Housing Element and Fair Share Plan

MUNICIPAL IMPLEMENTATION PLAN AND SCHEDULE FOR PLAN CONFORMANCE BY TASK		Amended Grant Agreement Task #	Total Approved Budget	FY 2016 Priority	Status and Comments	Actual Completion Date	Proposed Completion Date
1.	Housing Element & Fair Share Plan (Module 3)	1	\$3,115		<i>(this task has been partially reimbursed)</i>		
2.	Highlands Environmental Resource Inventory (Module 4) – Adopted	2			Closed	3/28/2011	Completed
3.	Highlands Element of Municipal Master Plan (Module 5) – Adopted				Closed	5/26/2011	Completed
4.	Municipal Master Plan Elements (as applicable)						
	a. Land Use Plan Element	3a	\$19,931		Closed	1/21/2013	Completed
	f. Sustainable Economic Development Plan Element - Economic Profile, Study for Potential Incubator Spaces, and Refine Borough's Zoning Ordinance	12	\$30,278				Wayfinding Study - Completed
	g. Historic Preservation Plan Element	13	\$42,659				
5.	Highlands Land Use Ordinances (Module 6) – Adopted				Closed	6/23/2011	Completed
	a. Adopt Municipal Checklist Ordinance				Not applicable - Borough adopted Land Use Ordinance	N/A	N/A
6.	Zoning Map Update – Adopted (Update to reflect Highlands Overlay Zones, Districts)				Closed	6/23/2011	Completed
7.	Resource Management Plans and Programs						
	a. Water Use and Conservation Management Plan						
		8	\$40,000	√	Required. Guidance available, contact Liaison.		The Borough proposes 3.31.19, however, the completion of this task is entirely reliant on CDM, which is a consultant to the Highlands Council and not of High Bridge. It is our understanding that CDM must perform the initial work for this task and then it is turned over to the Borough to complete. Therefore, we cannot guarantee a specific deadline as the Borough has no control over CDM.
	d. Wastewater Management Plan				Required		
		9	\$4,285	√			The Borough has submitted all required information and the document is at DEP being reviewed. We anticipate no further work with this task.
	f. Lake Restoration Management Plan				improved water and habitat quality within Lake Solitude, which has silted in impeding natural trout production south of the lake.		
	h. Municipal Stormwater Management Plan	14	\$25,000				
		15	\$15,000	√	Required		7.31.18
8.	Board of Health Ordinances						
9.	Implementing Ordinances for Management Plans and Programs						
10.	Redevelopment and Brownfields Opportunities (optional)						
	a. Highlands Redevelopment Area Planning				completed. The Highlands Council has allocated additional funding for follow-up phases required for redevelopment planning.		Redevelopment Plan - 4.30.18
		7	\$8,500				
11.	RMP Updates (optional)						
12.	Map Adjustment Petition(s) (optional)						
13.	Highlands Center Petition (optional)						
14.	Discretionary Documents or Requests (financial and technical assistance requests from the municipality)						
	a. Follow-up Plan Conformance Implementation tasks, requirements, contingencies - to fully effectuate PC components in municipality.						
		10			Closed		
15.	Attendance at Highlands Council Training Sessions	11	\$5,500				

Please complete Highlighted Fields

This document shall be incorporated into the updated Housing Element and Fair Share Plan in accordance with the requirements of the Module 2, 3 and 7 update program



20140930000185100 1/6
 09/30/2014 02:58:21 PM DOT
 Bk: 2340 Pg: 327
 Mary H. Melfi
 Hunterdon County Clerk

Prepared by:

Steven Firkser, Esq.

**Deed Restriction
 (Affordable Housing – Rental Property)**

THIS DEED RESTRICTION, entered into as of this the 10 day of June, 2014, by and between Rob Fernandez Owner ("Administrative Agent"), or its successor, acting on behalf of the BOROUGH OF HIGH BRIDGE, 71 Main Street, High Bridge, New Jersey 08829 ("Municipality"), and HIGH BRIDGE VILLAGE, LLC, A New Jersey limited liability company having offices at 25 Mountainview Boulevard, Suite 200, Basking Ridge, New Jersey 07920 the developer/sponsor (the "Owner") of a residential moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of a portion of the land, and a portion of the improvements thereon, that is located in the municipality of High Bridge, County of Hunterdon, State of New Jersey, and described more specifically as Block No. 8 Lot No. 7, and known by the street address:

38-42 Main Street
 High Bridge, New Jersey

More specifically designated as:

Unit No. 101, located at 38-42 Main Street, High Bridge, New Jersey (the "Property Unit").

The Property Unit is a one-bedroom unit reserved for a moderate-income household.

Article 3. Affordable Housing Covenants

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

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

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

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
 - B. The Property Unit shall be used solely for the purpose of providing rental dwelling units for moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
 - C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property Unit must be approved in advance and in writing by the Administrative Agent.
 - D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
 - E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair

Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

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

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

ADMINISTRATIVE AGENT:

By: _____


Daniel Seals

OWNER

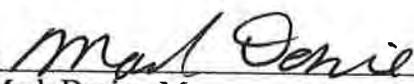
HIGH BRIDGE VILLAGE LLC

By: _____


Robert M. Fernandes, President

APPROVED BY:
BOROUGH OF HIGH BRIDGE (Municipality)

By: _____


Mark Desire, Mayor

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

On this the 10 day of June, 2014 before me came Joh, to me known and known to me to be the Chief Executive Officer / Executive Director of _____, Administrative Agent for the Project, who states that she has signed said Agreement on behalf of said Municipality for the purposes stated therein.


NOTARY PUBLIC

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

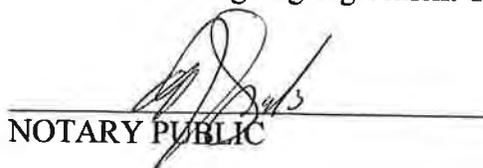
On this the 10 day of June, 2014 before me came Robert M. Fernandes, to me known and known to me to be President of High Bridge Village LLC, Inc., the Owner of the Property, who states that he is authorized to deliver this Agreement as President of High Bridge Village LLC, and he has signed said Agreement for the purposes stated therein as the voluntary act and deed of the limited liability company.

JOHN A GREGORY, JR.
NJ NOTARY #2320725
COMMISSION EXPIRES: 10/20/14

NOTARY PUBLIC

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

On this the 12th day of June, 2014 before me came Mark Desire, known and known to me to be Mayor of the Borough of High Bridge, the Municipality identified as such in the foregoing Agreement, who states that she is duly authorized to execute said Agreement on behalf of said Municipality, and that she has so executed the foregoing Agreement for the purposes stated therein.


NOTARY PUBLIC

DIANE L. SEALS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 5, 2017

MEMORANDUM OF AGREEMENT
CONCERNING THE CONSTRUCTION OF AFFORDABLE HOUSING IN THE
BOROUGH OF HIGH BRIDGE, HUNTERDON COUNTY, NEW JERSEY

This Memorandum of Agreement (“MOA”) is made this 10 day of June 2014
by and between:

THE BOROUGH OF HIGH BRIDGE, a municipal corporation of the State of
New Jersey, having its principal offices at 71 Main Street, High Bridge, New Jersey
08829 (“High Bridge”);

And

HIGH BRIDGE VILLAGE LLC, a New Jersey limited liability company,
having its offices at 25 Mountainview Boulevard, Suite 200, Basking Ridge, New Jersey
07920 (“Developer”).

WHEREAS, Developer has proposed a mixed use development at 38-42 Main
Street in the Borough of High Bridge, Block 8, Lot 7 called “High Bridge Village” (the
“Project”) with commercial space and 7 residential units, and has committed to provide
one (1) affordable residential unit to a household with moderate income.

High Bridge has adopted a Housing Element and Fair Share Plan that was
approved by the Borough Council on May 27, 2010 and an Affordable Housing Trust
Spending Plan (“Spending Plan”) that was approved by the Borough Council on June 28,
2012.

Developer has agreed that the Project will be a component of the Housing
Element and Fair Share Plan.

High Bridge and Developer are entering into this MOA in order to confirm their
commitment to the construction of affordable housing at the Project.

NOW, THEREFORE, in consideration of the representations and facts recited
above and the mutual promises, covenants and conditions set forth below, Developer and
High Bridge agree as follows:

1. High Bridge and Developer agree that the Project shall be a component of the
Borough’s Housing Element and Fair Share Plan and shall provide one (1)
residential unit for a household with moderate income.
2. Developer agrees to execute a Deed Restriction in the form annexed as Exhibit A
to confirm the designation of one (1) residential unit for a household with
moderate income. The residential unit shall be subject to the provisions of

Uniform Housing Affordability Controls, N.J.A.C. 5:80-26,1 *et seq.* The residential unit shall have the same heat source as all other residential units in the Project.

3. Developer shall be responsible for retaining a qualified Administrative Agent for the administration of the affordable residential unit pursuant to the Deed Restriction.
4. The execution of the Deed Restriction shall be a requirement prior to the issuance of a Certificate of Occupancy for the Project.
5. High Bridge and Developer agree that the execution of the Deed Restriction and the dedication of the residential unit for a household with moderate income shall satisfy Developer's obligation to provide affordable housing in the Borough of High Bridge, and Developer shall not be required to pay an affordable housing development fee pursuant to the Borough's Ordinance 2009-34 for Developer Fees.
6. This Agreement shall inure to the benefit of and be binding on Developer's successors and assigns, provided that the successor/assignee agrees to construct and operate the Project in accordance with the requirements in this Memorandum and the Borough's Housing Element and Fair Share Plan.

IN WITNESS WHEREOF, this Memorandum of Agreement is signed and attested to by the proper and authorized officers, directors, or representatives of the parties.

ATTEST



BOROUGH OF HIGH BRIDGE

By: 
Mark Desire, Mayor

HIGH BRIDGE VILLAGE LLC

By: 
Robert M. Fernandes, President

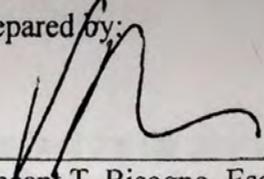
re
High Bridge Borough
71 Main St
High Bridge NJ
2873962.2
08829

20140930000185100 6/6
09/30/2014 02:58:21 PM DOT
Recording Fee: \$8.00
Tax Fee: \$.00
Consideration: \$.00
Buyers Fee: \$.00
ASB11



20160520000106250 1/4
 05/20/2016 04:06:36 PM DO
 Bk: 2377 Pg: 947
 Mary H. Melfi
 Hunterdon County Clerk

Prepared by:


 Vincent T. Bisogno, Esq.

**Deed Restriction
 (Affordable Housing – Rental Property)**

THIS DEED RESTRICTION, entered into as of this the 26 day of May, 2016,

BY AND

BETWEEN: **ROBERT M. FERNANDES** ("Administrative Agent"), or its successor, acting on behalf of the BOROUGH OF HIGH BRIDGE, 71 Main Street, High Bridge, New Jersey 08829 ("Municipality"),

AND: **HIGH BRIDGE VIEWS, LLC**, A New Jersey limited liability company having offices at 25 Mountainview Boulevard, Suite 200, Basking Ridge, New Jersey 07920 the developer/sponsor (the "Owner") of a residential low and moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of a portion of the land, and a portion of the improvements thereon, that is located in the Municipality of High Bridge, County of Hunterdon, State of New Jersey, and described more specifically as Block No. 29.02 Lot No. 12, and known by the street address:

41 Center Street, High Bridge, New Jersey

More specifically designated as:

Unit Nos. 101 and 104, located at 41 Center Street, High Bridge, New Jersey (the "Property Unit").

The Property Units are one-bedroom units and Unit 101 is for moderate income households and Unit 104 is for low income households.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall expire as determined under the Uniform Controls, as defined below.

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

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
 - B. The Property Unit shall be used solely for the purpose of providing rental dwelling units for low and moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
 - C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property Unit must be approved in advance and in writing by the Administrative Agent.
 - D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
 - E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

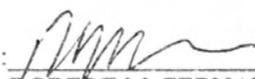
Article 4. Remedies for Breach of Affordable Housing Covenants

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

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

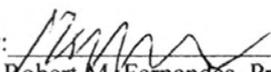
IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ADMINISTRATIVE AGENT:

By: 
ROBERT M. FERNANDES

OWNER

HIGH BRIDGE VIEWS, LLC

By: 
Robert M. Fernandes, President &
Managing Member

APPROVED BY:
BOROUGH OF HIGH BRIDGE (Municipality)

By: Mark Desire
Mark Desire, Mayor

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

On this the 18th day of MAY, 2016 before me came **ROBERT M. FERNANDES**, to me known and known to me to be the Chief Executive Officer / Executive Director of High Bridge Views, LLC, Administrative Agent for the Project, who states that she has signed said Agreement on behalf of said Municipality for the purposes stated therein.

Nancy E. Baldwin
NOTARY PUBLIC
NANCY E. BALDWIN
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 7, 2020

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

On this the 18th day of MAY, 2016 before me came **ROBERT M. FERNANDES**, to me known and known to me to be President and Managing Member of High Bridge Views, LLC, the Owner of the Property, who states that he is authorized to deliver this Agreement as President and Managing Member of High Bridge Views, LLC, and he has signed said Agreement for the purposes stated therein as the voluntary act and deed of the limited liability company.

Nancy E. Baldwin
NOTARY PUBLIC
NANCY E. BALDWIN
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 7, 2020

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

On this the 20 day of MAY, 2016 before me came Mark Desire, known and known to me to be Mayor of the Borough of High Bridge, the Municipality identified as such in the foregoing Agreement, who states that she is duly authorized to execute said Agreement on behalf of said Municipality, and that she has so executed the foregoing Agreement for the purposes stated therein.

Adam W. Young
NOTARY PUBLIC

Adam W. Young
NJ Notary #50002503
Commission Expires: 09/12/2019

20160520000106250 4/4
05/20/2016 04:06:36 PM D0
Recording Fee: \$60.00
Tax Fee: \$.00
Consideration: \$.00
Buyers Fee: \$.00
NK11

Hunterdon County Recording Data Page
Honorable Mary H. Melfi
Hunterdon County Clerk



Official Use Only - Barcode



20170526000114550 1/4
05/26/2017 11:31:52 AM DO
Bk: 2403 Pg: 812
Mary H. Melfi
Hunterdon County Clerk

Official Use Only - Realty Transfer Fee

Record and Return Address:

HIGH BRIDGE Gateway
25 Mountainview Blvd. Ste 200
Basking Ridge NJ 07920

Date of Document:

4/5/2017

Type of Document:

MOA

Party Name:

HIGH BRIDGE Gateway LLC

Party Name:

Beneficial of HIGH BRIDGE

Additional Parties:

THE FOLLOWING SECTION IS REQUIRED (DEEDS MANDATED)

Block:

29.01

Lot:

3

Municipality:

HIGH BRIDGE

Consideration:

0

Mailing Address of Grantee:

97 West Main St.
HIGH BRIDGE NJ 08929

THE FOLLOWING SECTION IS FOR MARGINAL NOTATIONS
THAT PERTAIN TO THE ORIGINAL FILED/RECORDED DOCUMENT

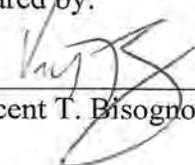
Original Book & Page:

Original Instrument Number:

HUNTERDON COUNTY RECORDING DATA PAGE

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

Prepared by:



Vincent T. Bisogno, Esq.

MEMORANDUM OF AGREEMENT

**CONCERNING THE CONSTRUCTION OF AFFORDABLE HOUSING IN THE
BOROUGH OF HIGH BRIDGE, HUNTERDON COUNTY, NEW JERSEY**

This Memorandum of Agreement (“MOA”) is made this 5 day of
APRIL, 2017

BY AND

BETWEEN: **THE BOROUGH OF HIGH BRIDGE**, a municipal corporation of the
State of New Jersey, having its principal offices at 97 West Main Street,
High Bridge, New Jersey 08829 (“High Bridge”);

AND: **HIGH BRIDGE GATEWAY, LLC**, a New Jersey limited liability
company, having its offices at 25 Mountainview Boulevard, Suite 200,
Basking Ridge, New Jersey 07920 (“Developer”).

WHEREAS, Developer has proposed a mixed use development at 20 Main Street
in the Borough of High Bridge, Block 29.01, Lot 3 called “High Bridge Gateway” (the
“Project”) with 7 residential units, and one commercial unit, and has committed to
provide one (1) affordable residential unit for one household with moderate income
leaving six (6) market rate units;

WHEREAS, High Bridge has developed a Housing Element with Fair Share Plan
that was approved by the Borough Council on May 27, 2010 and an Affordable Housing
Trust Spending Plan (“Spending Plan”) that was approved by the Borough Council on
June 28, 2012, and

WHEREAS, the Developer has agreed that the Project will be a component of the
Housing Element and Fair Share Plan, and

WHEREAS, High Bridge and Developer are entering into this MOA in order to
confirm their commitment to the construction of affordable housing at the Project.

NOW, THEREFORE, in consideration of the representations and facts recited
above and the mutual promises, covenants and conditions set forth below, Developer and
High Bridge agree as follows:

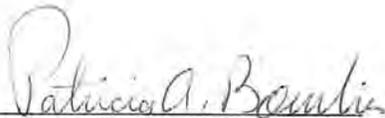
1. High Bridge and Developer agree that the Project shall be a component of the
Borough’s Housing Element and Fair Share Plan and shall provide one (1)
affordable residential unit that contains one (1) bedroom.

2. Developer agrees to execute a Deed Restriction in the form annexed as Exhibit A to confirm the designation of one (1) affordable residential unit. The residential unit shall be subject to the provisions of Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 *et seq.* The residential unit shall have the same heat source as all other residential units in the Project.
3. Developer shall be responsible for retaining a qualified Administrative Agent for the administration of the affordable residential unit pursuant to the Deed Restriction.
4. The execution of the Deed Restriction shall be a requirement prior to the issuance of a Certificate of Occupancy for the Project.
5. High Bridge and Developer agree that the execution of this Deed Restriction and the dedication of the residential unit for one (1) household with moderate income shall satisfy Developer's obligation as to the residential portion of this project and the retail space on the first floor shall be subject to a 2.5% Developer's Fee pursuant to the Borough Ordinance #2009-34 for Developer Fees.
6. This Agreement shall inure to the benefit of and be binding on Developer's successors and assigns, provided that the successor/assignee agrees to construct and operate the Project in accordance with the requirements in this Memorandum and the Borough's Housing Element and Fair Share Plan.

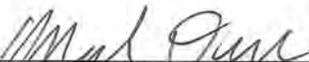
IN WITNESS WHEREOF, this Memorandum of Agreement is signed and attested to by the proper and authorized officers, directors, or representatives of the parties.

ATTEST:

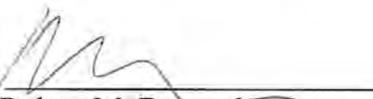




BOROUGH OF HIGH BRIDGE

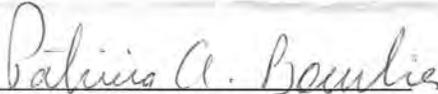
By: 
_____ Mark Desire, Mayor

HIGH BRIDGE GATEWAY, LLC

By: 
_____ Robert M. Fernandes
Managing Member

STATE OF NEW JERSEY
COUNTY OF SOMERSET

On this the 8 day of March, 2017 before me came **ROBERT M. FERNANDES**, to me known and known to me to be President and Managing Member of High Bridge Gateway, LLC, the Owner of the Property, who states that he is authorized to deliver this Agreement as President and Managing Member of High Bridge Gateway, LLC, and he has signed said Agreement for the purposes stated therein as the voluntary act and deed of the limited liability company.

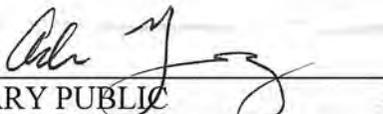


NOTARY PUBLIC

PATRICIA A. BOURLIER
A Notary Public of New Jersey
My Commission Expires August 28, 2019

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

On this the 5 day of APRIL, 2017 before me came **MARK DESIRE**, known and known to me to be Mayor of the Borough of High Bridge, the Municipality identified as such in the foregoing Agreement, who states that he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein.



NOTARY PUBLIC

Adam W. Young
NJ Notary #50002503
Commission Expires: 09/12/2019

20170526000114550 4/4
05/26/2017 11:31:52 AM DO
Recording Fee: \$60.00
Tax Fee: \$.00
Consideration: \$.00
Buyers Fee: \$.00
NK11

Hunterdon County Recording Data Page
Honorable Mary H. Melfi
Hunterdon County Clerk



Official Use Only - Barcode



20170526000114540 1/6
05/26/2017 11:31:51 AM DO
Bk: 2403 Pg: 806
Mary H. Melfi
Hunterdon County Clerk

Official Use Only - Realty Transfer Fee

Record and Return Address:

HIGH BRIDGE GATEWAY
25 MOUNTAINVIEW BLVD 200
BASKING RIDGE NJ 07920

Date of Document:

4/5/2017

Type of Document:

Deed Restriction

Party Name:

Robert M. Fernandez

Party Name:

HIGH BRIDGE GATEWAY LLC

Additional Parties:

THE FOLLOWING SECTION IS REQUIRED (DEEDS MANDATED)

Block:

29.01

Lot:

3

Municipality:

Borough of High Bridge

Consideration:

0

Mailing Address of Grantee:

97 W. Main St
High Bridge NJ 08829

THE FOLLOWING SECTION IS FOR MARGINAL NOTATIONS
THAT PERTAIN TO THE ORIGINAL FILED/RECORDED DOCUMENT

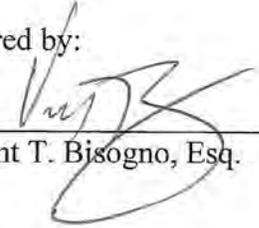
Original Book & Page:

Original Instrument Number:

HUNTERDON COUNTY RECORDING DATA PAGE

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

Prepared by:



Vincent T. Bisogno, Esq.

Deed Restriction
(Affordable Housing – Rental Property)

THIS DEED RESTRICTION, entered into as of this the 5 day of APRIL, 2017,

BY AND

BETWEEN: **ROBERT M. FERNANDES** ("Administrative Agent"), or its successor, acting on behalf of the BOROUGH OF HIGH BRIDGE, 97 West Main Street, High Bridge, New Jersey 08829 ("Municipality"),

AND: **HIGH BRIDGE GATEWAY, LLC**, A New Jersey limited liability company having offices at 25 Mountainview Boulevard, Suite 200, Basking Ridge, New Jersey 07920 the developer/sponsor (the "Owner") of a residential low and moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of a portion of the land, and a portion of the improvements thereon, that is located in the Municipality of High Bridge, County of Hunterdon, State of New Jersey, and described more specifically as Block No. 29.01 Lot No. 3, and known by the street address:

20 Main Street, High Bridge, New Jersey

More specifically designated as:

Unit No. 1BC located at 20 Main Street, High Bridge, New Jersey (the "Property Unit"). Said unit is specifically shown on the plans prepared by Thomas J. Brennan, Architect, entitled "New Mixed Use Building for R. Fernandes Homes, Basking Ridge, New Jersey" dated February 11, 2016, sheet A-1 and on file with the Borough of High Bridge.

The Property unit is a one-bedroom unit and is for moderate income households.

EXHIBIT A

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall expire as determined under the Uniform Controls, as defined below.

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

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
 - B. The Property Unit shall be used solely for the purpose of providing rental dwelling unit for moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
 - C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property Unit must be approved in advance and in writing by the Administrative Agent.
 - D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
 - E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

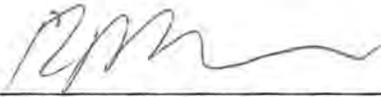
A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the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

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

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

ADMINISTRATIVE AGENT:

By: 

ROBERT M. FERNANDES

OWNER

HIGH BRIDGE GATEWAY, LLC

By: 

Robert M. Fernandes
Managing Member

APPROVED BY:
BOROUGH OF HIGH BRIDGE (Municipality)

By: Mark Desire
Mark Desire, Mayor

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY
COUNTY OF SOMERSET

On this the 3 day of March, 2017 before me came **ROBERT M. FERNANDES**, to me known and known to me to be the Managing Member of High Bridge Gateway, LLC, Administrative Agent for the Project, who states that he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

Patricia A. Bourlier
NOTARY PUBLIC

PATRICIA A. BOURLIER
A Notary Public of New Jersey
My Commission Expires August 28, 2019

STATE OF NEW JERSEY
COUNTY OF SOMERSET

On this the 8 day of March, 2017 before me came **ROBERT M. FERNANDES**, to me known and known to me to be Managing Member of High Bridge Gateway, LLC, the Owner of the Property, who states that he is authorized to deliver this Agreement as Managing Member of High Bridge Gateway, LLC, and he has signed said Agreement for the purposes stated therein as the voluntary act and deed of the limited liability company.

Patricia A. Bourlier
NOTARY PUBLIC

PATRICIA A. BOURLIER
A Notary Public of New Jersey
My Commission Expires August 28, 2019

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

On this the 5 day of APRIL, 2017 before me came **MARK DESIRE**, known and known to me to be Mayor of the Borough of High Bridge, the Municipality identified as such in the foregoing Agreement, who states that she is duly authorized to execute said Agreement on behalf of said Municipality, and that she has so executed the foregoing Agreement for the purposes stated therein.



NOTARY PUBLIC

Adam W. Young
NJ Notary #50002503
Commission Expires 09/12/2019



20170526000114540 6/6
05/26/2017 11:31:51 AM DO
Recording Fee: \$80.00
Tax Fee: \$.00
Consideration: \$.00
Buyers Fee: \$.00
NK11

100 West Main Street Redevelopment Plan

For Block 24, Lot 16

Borough of High Bridge
Hunterdon County, New Jersey



April 2018

Amendment #1

100 WEST MAIN STREET REDEVELOPMENT PLAN

Known as Block 24, Lot 16

BOROUGH OF HIGH BRIDGE

Hunterdon County, New Jersey

Recommended by the Planning Board: March 19, 2018
Amendment # 1 Rec. by the Planning Board: May 21, 2018

Adopted by the Mayor & Council: March 22, 2018
Amendment # 1 Adopted by the Mayor & Council: May 24, 2018

Prepared by:



Darlene A. Green, AICP, PP
License #6114



MC Project No. HIB-033

This project has been funded by the New Jersey Highlands Council.

TABLE OF CONTENTS

I.	INTRODUCTION	1
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I. INTRODUCTION

On March 17, 2016 the Mayor and Council adopted Resolution 103-2016, requesting the Planning Board to undertake a preliminary investigation to determine if the property known as Block 24, Lot 16, with a street address of 100 West Main Street, would qualify as an Area in Need of Redevelopment pursuant to the New Jersey Local Redevelopment and Housing Law (hereafter "LRHL"), N.J.S.A. 40A:12A-1 et seq. On March 21, 2016, the Planning Board authorized Maser Consulting to undertake the preliminary investigation of the property to determine if it qualifies as an "Area in Need of Redevelopment".

The Planning Board received a report, dated May 25, 2016, from Maser Consulting, which indicated that the four buildings on the site are in poor condition, unsafe, obsolete and uninhabitable. The report provided detailed findings, which recommended that the site be qualified under four of the criteria.

Based on Maser Consulting's report, the Planning Board found that the site met Criteria A, B, D and H and therefore constituted an Area in Need of Redevelopment. Subsequently, on June 23, 2016 the Mayor and Council adopted Resolution 166-2016, which designated the property as an Area in Need of Redevelopment.

Simultaneously, the Borough applied to the New Jersey Highlands Council for a grant to prepare a Redevelopment Plan for 100 West Main Street. On June 6, 2017 the Highlands advised the Borough it would provide grant funds for the preparation of a Redevelopment Plan.



Photo 1: Dilapidated structures on the site.

This Redevelopment Plan is essentially a master plan with "teeth" – a planning document that merges the vision of a master plan with the authority of a zoning ordinance. The required components of a Redevelopment Plan are described in the following section.

REQUIRED PLAN COMPONENTS

This document has been prepared in accordance with Section 40A:12A-7a of the LRHL, which requires redevelopment plans to include an outline for the planning, development, redevelopment or rehabilitation of the designated parcels. Specifically, the following components are required:

1. The Redevelopment Plan's relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements. (See Chapter IV.)

2. Proposed land uses and building requirements in the project area. (See Chapter VI.)
3. Adequate provisions for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market. (See Chapter VI.)
4. An identification of any property within the area, which is proposed to be acquired in accordance with the redevelopment plan. (See Chapter VI.)
5. Any significant relationship of the redevelopment plan to the master plans of contiguous municipalities; the master plan of the county in which the municipality is located; the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act", P.L. 1985, c.398 (C.52:18A-196 et al.). (See Chapter V.)
6. An inventory for all housing units affordable to low and moderate income households that are to be removed as a result of implementation of the redevelopment plan. Additionally, a plan for the replacement of any affordable housing to be removed from the Redevelopment Area. (See Chapter VI.)
7. Description of the plan relationship to pertinent municipal development regulations as defined in the Municipal Land Use Law (hereafter "MLUL"). The plan shall supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district within the study area. (See Chapter IV.)

8. All provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan. (See Chapter IV.)

II. REDEVELOPMENT AREA

This Redevelopment Plan has been prepared for Block 24, Lot 16. This parcel is situated at 100 West Main Street between Arch Street to the north and Dennis Avenue to the south. The property is 4.275 acres in size and contains a total of four buildings.



Photo 2: View of the site and its buildings.

The property was used as a tool production plant for 50 years and was known as "Exact Level and Tool Manufacturing". The company closed in the mid-1980s and has since been subject to code violations issued by the Construction Code Official, Board of Health, Fire Marshall and others. The property is currently in disrepair with a partially collapsed roof and ongoing neglect over the past 30 years.

The property is located within the MUC – Mixed Use Corridor Zone, which was created in 2014. The following principal uses are permitted within the MUC Zone:

- Retail stores
- Personal service establishments
- Business/professional offices
- Financial services
- Medical and health services
- Health clubs/fitness facilities
- Child-care centers
- Restaurants and taverns
- Municipal parks, playgrounds and buildings
- Mixed-use structures with two or more permitted uses
- Live-work units

Additionally, the following uses are permitted conditional uses in the MUC Zone:

- Automobile repair, service, gas stations
- Financial services with drive-thru facilities
- Public utilities
- Wireless telecommunications equipment
- Clubs, lodges and fraternal organizations

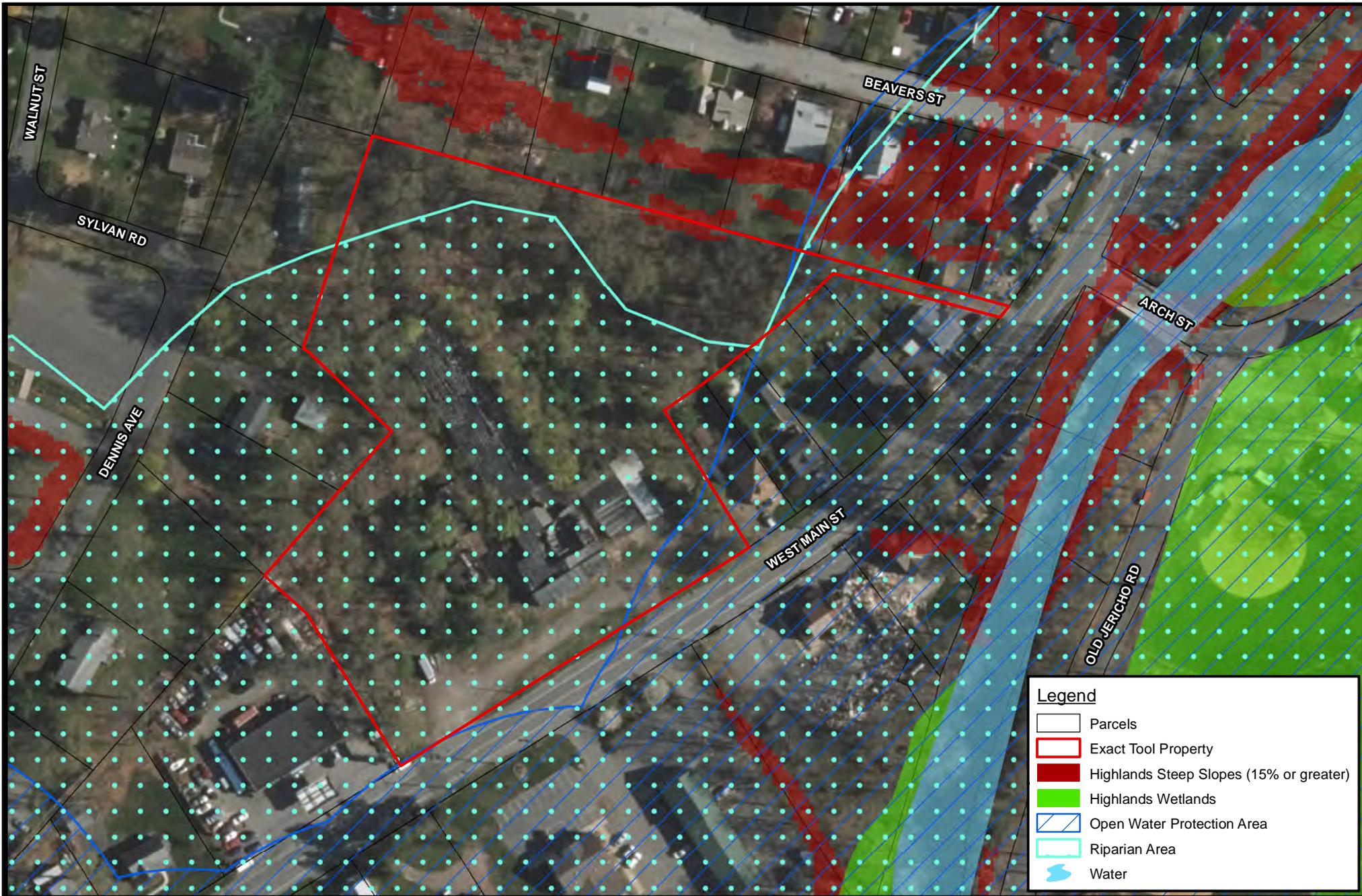
The bulk standards for the MUC Zone are as follows:

- Minimum Lot Area – 15,000 square feet
- Minimum Lot Frontage – 65 feet
- Minimum Front Yard Setback – 10 feet
- Maximum Front Yard Setback – 40 feet
- Minimum Side Yard Setback – 10 feet
- Minimum Rear Yard Setback – 30 feet
- Maximum Height – 35 feet/3 stories
- Maximum Lot Coverage – 70%

As the Borough has opted into the Highlands Planning Area, the site is also located in the Highlands Existing Community Zone. This overlay zone and the associated Highlands Land Use Ordinances would only be applicable if a future application could not achieve an exemption or exclusion from the Highlands Land Use Ordinances. These regulations do not impact bulk standards but do limit certain types of land uses that are considered minor and major contaminants.

The property is surrounded by a mix of non-residential and residential land uses. East of the property are single-family residential dwellings along the west side of West Main Street. On the east side of West Main Street is a commercial property, which is partially demolished due to a fire and is now vacant. To the south across West Main Street is the Borough of High Bridge municipal complex, which includes the Borough Hall, Borough Police Department and Emergency Squad. To the southwest of the property is a gasoline service station and automobile repair shop. The Redevelopment Area is adjacent to single-family residential properties to the west, northwest, north and northeast.

The site is served by both public water and sewer. According to the Highlands Council, the property does not contain any stream, wetland, Forest Resource Area, Critical Habitat Resource Area or Prime Groundwater Recharge Area. The majority of the site is within the Highlands designated riparian area. Less than 10% of the site is considered an Open Water Protection Area according to the Highlands mapping. See map on page 4.



Legend

- Parcels
- Exact Tool Property
- Highlands Steep Slopes (15% or greater)
- Highlands Wetlands
- Open Water Protection Area
- Riparian Area
- Water



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**100 WEST MAIN STREET:
 HIGHLANDS RESOURCES**

BOROUGH OF HIGH BRIDGE
 HUNTERDON COUNTY, NEW JERSEY




0 62.5 125
 Feet

Scale: 1 inch = 125 feet

Date: January 2018

MC Project No: HIB-033

III. PLAN GOALS

This chapter provides the goals of the Redevelopment Plan, which are as follows:

1. To improve the aesthetic appearance of the Redevelopment Area, which contains dilapidated structures, debris and graffiti.
2. To provide new commercial opportunities to enhance this section of West Main Street.
3. To create an opportunity for mixed use development.
4. To provide a location for multi-family housing, including affordable housing.

IV. RELATIONSHIP TO LOCAL OBJECTIVES

Redevelopment Plans are required to demonstrate any significant relationship “to pertinent municipal development regulations as defined in the Municipal Land Use Law,” and consistency “with the municipal master plan.” The following sections discuss the most recent planning documents in High Bridge and review the proposed Redevelopment Plan against the site’s current zoning.

MASTER PLAN REEXAMINATION REPORT (2011)

The Borough of High Bridge’s Master Plan was most recently reexamined in 2011. The current Borough of High Bridge Master Plan was adopted on September 1985, and previously reexamined in 1991, 1995 and 2004. Because of the significant

passage of time since original adoption, we will refer only to the 2011 Reexamination for the purpose of this Plan, relying on it to be the most current and accurate document.

This Reexamination report, as well as the 1995 and the 2004 Reexamination reports, expresses concerns regarding the Route 513 corridor in the area of Exact Level. At that time, this area was zoned Commercial, however there appeared to be no incentive to develop. Subsequently thereto, in 2014 these parcels were rezoned MUC, which is the current zoning.

The 2011 Reexamination report, and the 2004 Reexamination report by reference, specifically recommends that “the Exact Level and Tool property, identified on the Borough’s tax maps as Block 24, Lot 16, be studied to determine if it meets the criteria established by the LRHL.”

SUSTAINABLE ECONOMIC DEVELOPMENT PLAN (2011)

This document, completed in 2011, examines the Borough’s economic status and looks at efforts and activities to improve High Bridge’s economic health. Goals, strategies and actions that this Redevelopment Plan assists in accomplishing or advancing include the identification of the Exact Tool property as a potential redevelopment site, and “[w]orking with the Highlands Council and Exact Level & Tool’s owner to move the property through the cleanup and redevelopment process.”

LAND USE PLAN ELEMENT (2013)

This Land Use Plan Element updates a 1985 document, incorporating current concerns and conditions into the land use vision for the municipality, including the adoption of the Highlands Act and High Bridge’s formal conformance therewith in 2010.

As with the 2011 Master Plan Reexamination report, the 2013 Land Use Element again recommends studying the Exact Level and Tool property, Block 24, Lot 16, as a potential Area in Need of Redevelopment. The Element goes on to say that “[t]he property is contaminated and according to the New Jersey Department of Environmental Protection’s website, remediation began in August of 1986.” But, that upon completion of remediation, the redevelopment of the site should take place.

The Element reiterates that position along with recommended zoning changes, saying, “The Borough should study the Exact Level & Tool property, Block 24, Lot 16, to determine if it meets the criteria to be an area in need of redevelopment, once the extent of environmental contamination has been determined.”

ZONING ORDINANCE

The Redevelopment Area lies within the MUC (Mixed Use Corridor) zoning district, which was created in 2014. Prior to that the area was zoned C (Commercial). The permitted uses for the MUC zone are found in Chapter 145, Article 4, Section 406.1 of the municipal code and are listed on page 3 of this Plan, along with the bulk standards for the MUC Zone. This document has utilized the bulk standards found in the MUC and Downtown Business (DB) Zone as a springboard in crafting the land use regulations for this Redevelopment Plan.

PLAN RELATIONSHIP TO ZONING

This Redevelopment Plan supersedes the underlying zoning for the parcel described in this document. The vision for the lot is to demolish the existing buildings and construct new, visually-attractive buildings that form a gateway entrance to the Borough as well as the downtown area.

CONCLUSION

The 100 West Main Street Redevelopment Plan as proposed is substantially consistent with High Bridge’s 2011 Master Plan Reexamination Report, 2011 Sustainable Economic Development Plan, 2013 Land Use Plan Element and Zoning Ordinance. This document advances the recommendations provided in the various master plan documents for the former Exact Tool site and places the Borough one step closer to realizing the redevelopment of the site.

V. RELATIONSHIP TO OTHER PLANS

This chapter of the report describes the relationship to the master plans of adjacent communities and Hunterdon County as well as the report’s relationship to the State Development and Redevelopment Plan.

PLANS OF ADJACENT COMMUNITIES

High Bridge is located in Hunterdon County and is surrounded by the Townships of Lebanon and Clinton. The Redevelopment Area does not border any of the adjacent communities.

Because the parcel is not immediately adjacent to other municipalities, the Redevelopment Plan’s adoption will not impact other communities or their Master Plans.

COUNTY DOCUMENTS

The following County documents support redevelopment and would be advanced by this Redevelopment Plan.

HUNTERDON COUNTY GROWTH MANAGEMENT PLAN (2007)

Serving as the County Master Plan, the Hunterdon County Growth Management Plan is largely a document for the preservation of environmental resources and open space in a mostly rural county. However, the document does acknowledge the use of redevelopment as an important revitalization tool for municipalities.

HUNTERDON COUNTY COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (2014)

In 2014, the Hunterdon County Comprehensive Economic Development Strategy plan was adopted. The plan stated that “[r]evitalization of downtown communities combined with ample repurposing and redevelopment will meet the growing demand for compact, walkable communities,” and acknowledging the opportunity to “[f]ill vacant industrial, retail, and office space.” While not a downtown, this parcel is in walking distance to the train station and downtown district.

The Plan also lists as a goal, “Promote flexible zoning and other incentives to facilitate conversion/redevelopment of vacant buildings for new or mixed uses.” The redevelopment of 100 West Main Street would advance this goal.

STATE DOCUMENTS

HIGHLANDS REGIONAL MASTER PLAN (2008)

The Highlands Region includes 88 municipalities, including High Bridge. The Regional Master Plan seeks to evaluate how best to

protect the natural and cultural resources of the Highlands Region while striving to accommodate a sustainable economy.

Nothing within this document specifically addresses the redevelopment of the Exact Level site. However, the overall Plan does stress smart growth principles and encourages redevelopment. Goal 6H is to promote development and redevelopment in or adjacent to existing developed lands. Policy 6H4 is to promote compatible growth opportunities that include infill development, adaptive reuse, redevelopment and brownfields redevelopment in existing developed areas. Policy 6H5 is to promote land uses which create a sense of place with attractive, walkable neighborhoods that support community connectivity of development lands and community facilities.

The redevelopment of Lot 16 would advance the above goals and policies of the Highlands Council.

NEW JERSEY STATE PLAN

The State Strategic Plan is the revision to the 2001 State Development and Redevelopment Plan. The document sets forth a vision for the future of New Jersey along with strategies to achieve that vision. The State Strategic Plan was intended to be adopted by the State Planning Commission in November 2012 but was postponed due to Super Storm Sandy. The Commission is revising the document to incorporate disaster planning goals considering Super Storm Sandy.

The draft final State Strategic Plan has four overarching goals along with ten “Garden State Values”. This Redevelopment Plan has the ability to advance six of the ten values:

- Concentrate Development and Mix Uses – promote mixed-use development that is compact, offers shopping

and services within convenient walking distance of home and jobs

- Prioritize Redevelopment and Existing Infrastructure – prioritize the reuse and remediation of existing sites and structures
- Increase Job and Business Opportunities – provide opportunities for investment near housing, infrastructure and transportation
- Create High-Quality, Livable Places – create places to live, work and recreate; provide pedestrian-friendly streetscapes and enhance community design and character
- Provide Transportation Choice and Efficient Mobility of Goods – maintain transportation options
- Diversify Housing Opportunities – support the construction of housing that meets the needs of households of all sizes and income levels, located near transit and where services are available

VI. REDEVELOPMENT PLAN

This chapter of the 100 West Main Street Redevelopment Plan provides the general provisions, including review process, as well as land use and design requirements for the redevelopment of the site.

GENERAL PROVISIONS

RELOCATION

No temporary or permanent relocation of residents is contemplated, as there are no residential (market-rate or affordable) units on the parcel. Therefore, no relocation

assistance is necessitated by the 100 West Main Street Redevelopment Plan.

PROPERTIES TO BE ACQUIRED

In designating the Redevelopment Area, the Borough Council did provide notice that they reserve the right to utilize **condemnation, if needed**. The Council's preference is for the site to be developed by a private developer after the purchase of the property from the current owners. Currently, the Borough does not propose to acquire the site.

DEVIATIONS FROM REDEVELOPMENT PLAN REQUIREMENTS

The Planning Board of the Borough of High Bridge may, after review of a site plan that is in one or more aspects inconsistent with the Redevelopment Plan, grant deviations from the strict application of the regulations contained in this Redevelopment Plan in accordance with the provisions for bulk variances in N.J.S.A. 40:55D-70c. Notwithstanding the above, no deviations shall be granted that would permit any of the following:

- a use or principal structure that is not otherwise permitted by this Redevelopment Plan;
- an increase in the maximum permitted floor area ratio;
- or an increase in the maximum permitted height of a principal structure by more than 10 feet or 10%, whichever is less.

REVIEW PROCEDURES

The review procedures for this Redevelopment Plan are as follows:

- The Mayor and Council shall act as the Redevelopment Entity.
- All development applications shall be submitted to the High Bridge Planning Board through the normal site plan and subdivision procedures as outlined in N.J.S.A. 40:55-1 et seq. and the Borough of High Bridge Code.
- The Planning Board shall deem any application for redevelopment subject to this 100 West Main Street Redevelopment Plan incomplete if the applicant has not been designated as the redeveloper by the Redevelopment Entity and a redevelopment agreement has been executed. No development shall occur on such property except as determined pursuant to such redevelopment agreement.
- The Board of Adjustment is not permitted to grant any deviations from the use provisions of this Redevelopment Plan. Any proposed changes to the Redevelopment Plan involving specific permitted land uses shall be in the form of an amendment to the Redevelopment Plan adopted by the Mayor and Council, in accordance with the procedures set forth in the LRHL.

LAND USE & DEVELOPMENT REQUIREMENTS

This section of the report is divided into three categories:

- Definitions
- Use and Bulk Requirements
- Architectural Standards

DEFINITIONS

Adult daycare – a non-residential facility that supports the health, nutritional, social and daily living needs of adults in a professionally staffed facility. No overnight facilities are provided.

Alternative Treatment Center - any commercial establishment engaged in the cultivation and/or distribution of medical marijuana, including cannabis derived oils, tinctures, and lotions; and related paraphernalia.

Artist studio – a work space in which an artist does his work, such as painting, drawing, photography, sculpture or similar fine art. Said space can be used to both create art work and sell art work.

Child care center - any facility which is maintained for the care, development or supervision of six or more children under six years of age who attend for less than 24 hours per day and which is licensed by the New Jersey Department of Human Services.

Electronic smoking device - an electronic device that can be used to deliver nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, cigarillo, or pipe.

Head shop - a retail business that sells any type of syringe, needle, eye dropper, spoon, pipe, testing kit, rolling paper or other paraphernalia or appliances designed for or ordinarily used in smoking, testing, weighing, measuring, injecting, cooking or sniffing marijuana, cocaine, opium, hashish or other controlled dangerous substances as defined by N.J.S.A. 24:21-1 et seq.

Higher education – a facility that offers education beyond high school. These types of facilities include universities, colleges, seminaries and institutes or branches of a main campus.

Incubator space – an office space-type environment that is flexibly designed that accommodates administrative, research and development and/or limited manufacturing activities. The space can be shared by multiple entities that share services. There shall be no emission of any smoke, fumes, gas, dust, odors or any other atmospheric pollutant, which will disseminate beyond the boundaries of the lot occupied by an incubator space. There shall be no vibration that is discernible to the human sense of feeling beyond the boundaries of the subject site.

Indoor recreation – A recreational land use conducted entirely within a building, including, but not limited to an arcade, rock climbing, bowling alley, community center, gymnasium, swimming pool or tennis courts.

Instructional use - uses for the teaching and practice of dance, drama, art, language, martial arts, music, aerobics, sports, fitness, photography and the like. These uses may, from time to time, hold group events, such as birthday parties.

Limited manufacturing – an activity that involves the fabrication, reshaping, reworking, assembly or combining of products from previously prepared materials and which does not involve the synthesis of chemical or chemical products or the processing of any raw materials.

Liquid nicotine - any solution containing nicotine which is designed or sold for use with an electronic smoking device.

Liquid nicotine container - a bottle or other container of liquid, wax, gel, or other substance containing nicotine, where the liquid or other contained substance is sold, marketed or intended for use in a vapor product but does not include containers prefilled and sealed by the manufacturer and not intended to be opened by the consumer.

Massage and bodywork therapies - systems of activity of structured touch which include, but are not limited to, holding, applying pressure, positioning and mobilizing soft tissue of the body by manual technique and use of visual, kinesthetic, auditory and palpating skills to assess the body for purposes of applying therapeutic massage and bodywork principles. Such application may include, but is not limited to, the use of therapies such as heliotherapy or hydrotherapy, the use of moist hot and cold external applications, explaining and describing myofascial movement, self-care and stress management as it relates to massage and bodywork therapies. Massage and bodywork therapy practices are designed to affect the soft tissue of the body to promote and maintain the health and well-being of the client. Massage and bodywork therapies do not include the diagnosis of illness, disease, impairment or disability.

Medical office - the office of a licensed medical or health care practitioner providing health care services to a person for the purpose of maintaining or restoring a person's physical or mental health. The term "licensed" is defined in the New Jersey Administrative Code.

Movie theater – a theater where movies are shown for public entertainment.

Outdoor dining – a designated area of a restaurant, but outside the principal building, and where patrons may sit at tables while consuming food and beverages.

Performance space – a space used for theater, poetry, dance performance, recitals for live music and the like.

Personal service – establishments primarily engaged in providing services involving the care of a person or his or her personal goods or apparel. Examples include dry cleaners, salons, barber shops, travel agencies and the like.

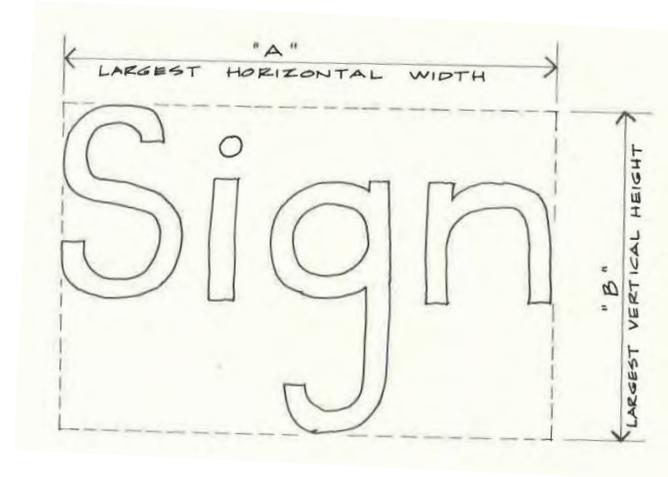
Professional office – a room or group of rooms used for conducting the affairs of a business, profession, industry or government and generally furnished with desks, tables, files and communication equipment.

Retail – establishments engaged in selling goods or merchandise for personal or household consumption and rendering services incidental to the sale of such goods.

Restaurant – an establishment where food and drink are prepared, served and consumed primarily within the principal building.

Sign - any object, device, display or structure, or part thereof, situated outdoors or indoors, permanent or temporary in nature, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, logos, fixtures, colors, illumination or projected images.

Sign area - the entire space within a single continuous perimeter enclosing the extreme limits of a sign or where a sign consists of individual letters or logos, the space bounded by the maximum horizontal and vertical dimensions of the lettering/logo. For double-sided identical signs, only one side constitutes total sign area. See example to the upper right:



Sign, Directional – On-site signage that provides direction or information to pedestrians or vehicular traffic that is related to the movement of pedestrians and/or vehicular traffic on the premises (e.g. "entrance", "exit", "one-way", and the like). Logos are not permitted on directional signs.

Sign, Directory - a sign, parallel and attached to the building that contains listings of one or more commercial establishments located on the upper floors of a building that share a common entrance.

Sign, Monument – a sign not affixed to a building where the entire bottom is in contact with the ground.

Sign, Street Address – a sign denoting the street address of the premises on which it is attached or located.

Sign, Wall - all flat signs of solid-face construction and/or individual letters which are placed against a building or other structure and attached to the exterior front, rear or side wall of any building or other structure, so that the display surface is parallel with the plane of the wall. Signs painted on an exterior

wall shall be deemed to be wall signs subject to all applicable requirements.

Sign, Window - any sign temporarily or permanently affixed to the glass of a window or door of a business or that is visible through a window or door and placed within 2 feet of the glass.

Vapor product - any non-combustible product containing nicotine that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, to produce vapor from nicotine in a solution or any form, including any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device, and any vapor cartridge or other container of nicotine in a solution or other form intended to be used with, or in, any such device.

USE AND BULK REQUIREMENTS

A. Principal permitted uses.

1. Adult daycare.
2. Artist studio.
3. Child care center.
4. Higher education.
5. Incubator space.
6. Instructional uses.
7. Massage and bodywork therapies as licensed by the State of New Jersey.
8. Movie theater.
9. Multi-family residential uses, limited to the upper floors.
10. Retail.
11. Performance space.
12. Personal services.
13. Professional and medical offices.
14. Restaurants.

15. Tattoo studio.

16. Indoor recreation.

17. Two or more of the aforementioned uses in one building.

B. Permitted accessory uses.

1. Off-street parking.
2. Outdoor dining associated with a permitted restaurant.
3. Outdoor displays of goods shall be permitted during business hours and shall be located on the parcel.

C. Permitted conditional uses.

1. First floor multi-family residential, subject to the following conditions:
 - a. A maximum of one residential unit shall be permitted on the first floor per building.
 - b. The unit shall be situated in the rear half of the building.
 - c. The unit shall be accessed from the side or rear of the building.
2. Stand-alone multi-family residential, subject to the following conditions:
 - a. 100% multi-family buildings shall be set back a **minimum of 150 feet from County Route 513 ("CR-513")**.

D. Prohibited uses.

1. Any use not specifically permitted is prohibited.
2. Adult-themed retail stores.
3. Automotive repair facilities.
4. Gas stations.
5. Businesses selling, testing, growing, cultivating or manufacturing medical marijuana or recreational marijuana.

6. Businesses selling, testing, servicing or manufacturing paraphernalia that facilitates the use of medical or recreational marijuana.
 7. Businesses selling, testing, manufacturing or servicing electronic smoking devices, liquid nicotine, liquid nicotine containers or vapor products;
 8. Alternative treatment centers.
 9. Head shops.
 10. New or used car lots.
 11. Uses that include a drive-through facility that operates between 9pm and 5am.¹
 12. Uses that are open between 11pm and 5am.²
- E. Bulk standards.
1. Minimum lot area – 4 acres
 2. Minimum lot width – 300 feet
 3. Minimum front yard setback – 25 feet
 4. Maximum front yard setback – 70 feet
 5. Minimum side yard setback to adjacent non-residential uses – 20 feet
 6. Minimum side and rear yard setback to adjacent residential uses – 50 feet
 7. Maximum building coverage – 60%
 8. Maximum impervious coverage – 80%
 9. Maximum permitted building height – 45 feet and 3 stories
 10. Maximum residential density – 8 units per acre

¹ The Borough is prohibiting certain hours of operation due to health and safety concerns. The Redevelopment Area has residential uses on three of its five sides. This Redevelopment Plan proposes to introduce commercial uses to the site and wishes to limit noise, light and traffic impacts to these adjacent residential neighbors.

- F. Off-street parking.
1. General Provisions
 - a. All parking spaces shall measure no less than 9 feet in width by 18 feet in length and be delineated by hairpin striping.
 - b. Parking shall be set back a minimum of 5 feet from a public street, 15 feet from an adjacent non-residential use and 35 feet from an adjacent residential use.
 - c. All lighting for off-street parking areas shall be so arranged and shielded as to reflect the light downward and prevent any light from shining directly on adjoining streets, residential zones and residential buildings.
 - d. Parking lot lighting shall provide a maintained minimum average of 0.5 footcandles.
 - e. Light illumination at the property line with adjacent existing residential uses shall not exceed zero footcandles.
 2. Parking Ratios. The following off-street parking shall be provided:
 - a. Artist studio – 1 space for each 1,000 square feet of gross floor area
 - b. Higher education – 1 space for each 500 square feet of gross floor area
 - c. Incubator space – 1 space for each 750 square feet of gross floor area
 - d. Indoor recreation – 1 space per 200 square feet of floor area

² The Borough is prohibiting certain hours of operation due to health and safety concerns. The Redevelopment Area has residential uses on three of its five sides. This Redevelopment Plan proposes to introduce commercial uses to the site and wishes to limit noise, light and traffic impacts to these adjacent residential neighbors.

- e. Instructional uses – 1 space for each 120 square feet of public area for uses with less than 5,000 square feet of public area. For uses with 5,000 or more square feet of public area, the parking requirement shall be determined based maximum fire occupancy
 - f. Retail uses -1 space per 350 square feet of gross floor area
 - g. Movie theater – 1 space for each 3 seats
 - h. Medical and dental office - 1 space per 150 square feet of gross floor area
 - i. Office uses other than medical and dental - 1 space per 250 square feet of gross floor area
 - j. Performance space – 1 space for each three occupants as permitted by the fire code
 - k. Personal service, massage, bodywork therapy uses, tattoo studio - 1 space per 200 square feet of gross floor area
 - l. Restaurants - 1 space per 3 seats and 1 space per 2 employees during the peak shift
 - m. Child care center and adult daycare – 1 space per 300 square feet of gross floor area
 - n. Residential units - RSIS
3. Shared parking. Nothing in the above requirements or in this sub-section shall be construed to prevent the employment of shared parking:
- a. On-site shared parking. For parcels containing a mixed-use building, on-site shared parking may be implemented in one of two manners.
 - (1) A 50% shared parking allowance shall be permitted for combining weekday uses with evening/weekend uses in the same building. Office, higher education and retail uses are weekday uses, while residential, movie theater,

performance space and restaurant uses are considered to be evening/weekend uses.

- (2) 50% of the parking requirement of the evening/weekend use of the building may be met through parking already provided for the weekday use. For example, a building contains office space that requires 30 parking spaces and residential units that require 16 parking spaces. The residential parking is permitted to be reduced by 50% or 8 parking spaces. Therefore, the development would only be required to construct 38 parking spaces instead of 46.

- 4. Screening
 - a. Off-street parking shall be screened from public view by installing evergreen shrubs, which are a minimum of 3 feet high.
 - b. Parking within 50 feet of an existing adjacent residential use shall be screened from the residential use by installing a staggered, double row of evergreen shrubs, which are a minimum of 3 feet high. At least 30% of said shrubs shall be a minimum of 3.5 feet high.
- 5. Landscaping
 - a. Within surface parking lots 1 landscape island shall be provided for every 20 parking spaces.
 - b. Said landscape island shall contain a minimum of 160 square feet.
 - c. At least half of the landscape islands shall contain a shade tree and other landscaping; the remainder shall contain shrubs.

- G. Loading.
 - 1. Facilities for loading shall be provided on the property in other than the front yard. Each parcel shall

demonstrate the adequacy of the proposed loading area(s) to meet the requirements of the proposed use. Alternatively, if no loading area is proposed, the applicant/owner shall provide testimony and/or proof to the Planning Board that the use can function without a dedicated loading area.

2. Loading areas shall be buffered from existing residential uses by:
 - a. A six-foot-tall solid fence, or
 - b. A landscape buffer 10 feet wide with two rows of staggered deciduous shrubs, which are a minimum of 6 feet high. Said buffer shall effectively form a screen.

H. Trash

1. Trash receptacles shall be in the rear yard and shall be enclosed with a solid fence or masonry. No trash receptacle shall be visible from any public street.
2. No dumpster or trash facility shall be located less than 20 feet to a property line shared with an existing single-family home.
3. Such facilities shall be designed so that they fit within an overall project design.
4. Provisions for the collection, disposition and recycling of recyclable materials shall be subject to any other applicable ordinances of the Borough of High Bridge.
5. Trash may be alternatively stored inside the building.

- i. Stormwater. All applications for development shall conform to the stormwater regulations contained in the Borough of High Bridge's code.

J. Landscaping.

1. Street trees shall be provided along all public streets with a minimum 3-inch caliper, spaced no more than 60 feet apart. Branching height should bear a relationship to the size and species of the tree but shall have a minimum clearance height of 7 feet above grade before branching begins.
2. There shall be a minimum 35-foot-wide buffer strip along any abutting residential use. The only item that may infringe on the buffer strip is a trash area. Within the buffer strip all existing trees shall be maintained unless dead or diseased.
3. The buffer strip shall contain a mixture of plants and shall include the following:
 - a. One shade tree for every 60 linear feet of buffer;
 - b. One evergreen tree for every 50 linear feet of buffer;
 - c. One ornamental tree for every 80 linear feet of buffer; and
 - d. Ten shrubs for every 100 linear feet of buffer.
4. Existing plants within the buffer shall count towards the above requirements.
5. Proposed buffer plantings shall be arranged in a natural staggered pattern and shall not be lined up in straight, single rows.
6. Any portion of the Redevelopment Area not used for structures, roadways, loading, parking, etc. shall be landscaped with grass, trees and shrubs, as designed by a Landscape Architect.
7. At the time of planting, evergreen trees shall be a minimum of 6 feet tall, deciduous trees a minimum of 3 inches in caliper, ornamental trees a minimum of 2 inches in caliper and shrubs a minimum of 3 feet tall.

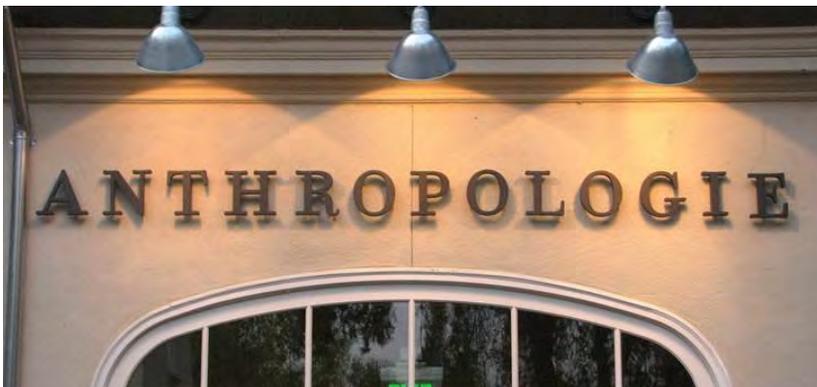
K. Signage. The following standards shall apply to all signs in the Redevelopment Area. No sign type other than those identified below shall be permitted.

1. Wall signage.

- a. One wall sign shall be permitted per ground floor business.
- b. The following types of wall signs shall be permitted:
 - (1) Back-lit raised letters with concealed ballast.
Example below.



- (2) Individual cut letters with gooseneck lighting.
Example below.



- c. The maximum sign area shall be 95% of the linear business frontage, with a maximum area of 50 square feet. For example, if the linear business frontage is 20 feet, the maximum sign area shall be 19 square feet.
 - d. The horizontal dimension of the sign shall not exceed 80% of the width of the building frontage occupied by the use.
 - e. Wall signs shall not be permitted above the roofline or the bottom of any second-floor windows, whichever is lower.
 - f. Wall signs shall not project more than 8 inches from the façade.
2. Monument signage.
- a. If the building is set back 40 or more feet from the property line, 1 monument sign shall be permitted.
 - b. The maximum sign area shall be 30 square feet, excluding the base.
 - c. The maximum sign height shall be 6 feet, including the base.
 - d. The sign shall be set back from the right-of-way a minimum of 8 feet.
 - e. The base of the monument sign shall be constructed of materials that are consistent with the building architecture.
 - f. Monument signs may be externally lit.
3. Street address signage.
- a. Street address signage shall be provided on each building or on a monument sign.
 - b. Street address numbers shall have a maximum height of 12 inches.

4. Directory signage.
 - a. Where a building has upper story non-residential uses, 1 directory sign shall be permitted per entrance to said upper story establishments.
 - b. The maximum sign area shall be 6 square feet.
 - c. Directory signage shall be located next to the exterior entrance to the upper story establishment(s). The top edge of the sign shall be no higher than 7 feet above the sidewalk or grade.
5. Directional signage.
 - a. Directional signage shall be permitted at driveways that abut public streets.
 - b. The maximum sign area shall be 3 square feet.
 - c. The maximum sign height shall be 3 feet from grade.
 - d. Directional signage may be internally illuminated.
6. Temporary window signage advertising special sales or events shall be permitted, subject to the following limitations:
 - a. One or more temporary window signs may be displayed at the same time.
 - b. Temporary window signs shall not cover more than 25% of the glass surface.
 - c. Temporary window signs shall not be displayed for a period longer than 30 days.
7. Temporary grand opening signs, subject to the following limitations:
 - a. One temporary grand opening or coming soon sign may be displayed for the grand opening of a business, relocation of a business or to announce the approaching arrival of a new business.
 - b. Said sign shall not exceed a maximum of 20 square feet.
 - c. Said sign shall be located within the window of the commercial establishment or on the exterior of the building no higher than the roofline.
 - d. A temporary grand opening sign shall not be displayed for a period longer than 45 days.
8. Temporary real estate signage.
 - a. For each parcel, 1 temporary real estate sign for each street frontage may be displayed.
 - b. Temporary real estate signs shall be removed within 7 days following the closing or settlement of a sale, lease or rental of the real estate that was offered for sale, lease or rent.
- L. Affordable Housing Standards.
 1. Any application within the Redevelopment Area providing for 5 or more residential units shall be required to provide affordable housing. A 20% affordable housing set-aside shall be provided regardless of whether the units are offered as sale or rental.
 2. If the number of required affordable units results in a fraction of 0.5 or more, then the Applicant shall pay an in-lieu fee of the fraction multiplied by \$100,000.³ Alternatively, the Applicant can round up and provide the extra affordable unit. For example, an application with 13 units in 2018 would need to provide either 3 affordable units or 2 units and an in-lieu fee of \$60,000.
 3. Affordable housing units shall meet the bedroom distribution requirements contained in the Uniform Housing Affordability Controls.
 4. The units shall meet the low/moderate income distribution requirements contained in the Uniform

³ Note that \$100,000 is the 2018 fee. The in-lieu fee shall be increased each year by 3%.

Housing Affordability Controls. At least 13% of the units shall be reserved for very-low-income units.

5. All units shall be deed restricted for a minimum of 30 years in accordance with the Uniform Housing Affordability Controls.
6. The developer shall be responsible for retaining a qualified Administrative Agent to administer the units, subject to the Borough's approval.
7. Non-residential development shall be subject to the State-wide Non-Residential Development Fee Act.

ARCHITECTURAL STANDARDS

M. Purpose

1. The purpose of the architecture design standards is to establish a set of principles and requirements to guide future redevelopment. These principles will enhance the Redevelopment Area and encourage redevelopment at a scale that is pedestrian-oriented. The guidelines work to provide standards that allow for flexibility and creativity while encouraging high-quality development. High-quality development is long-lasting and will increase property values. The goal is to create buildings that are attractive and enliven the streetscape.

N. Massing

1. Building wall offsets, including both projections and recesses, shall be provided along any street-facing building wall measuring greater than 50 feet in length in order to provide architectural interest and variety to the massing of a building and relieve the negative visual effect of a single, long wall.

2. The maximum spacing between such vertical offsets shall be 40 feet. The minimum projection or depth of any individual vertical offset shall not be less than 8 inches.
3. Vertical offsets can include pilasters, projecting bays, changes in façade materials and balconies.

O. Articulation

1. All street-facing building walls shall have a clearly defined base, body and cap.
2. The base of the building shall align with either the kickplate or sill level of the first story.
3. The body section of a building may be horizontally divided at floor, lintel or sill levels with belt courses.
4. The architectural treatment of a façade shall be completely continued around all street-facing façades of a building. All sides of a building shall be architecturally designed to be consistent regarding style, materials, colors and details.

P. Roof

1. The height of elevator shafts, ventilators, air conditioning and any other apparatus which may be carried on the roof level shall be screened and shall be no higher than 5 feet above the permitted height. Said roof-top equipment shall not be visible from surrounding properties or streets.
2. The shape, pitch and color of a roof shall be architecturally compatible with the style, materials and colors of such building.
3. If the building has a flat roof, a parapet shall project vertically to hide any roof-mounted mechanical equipment. Additionally, a cornice shall project out horizontally from the façade and shall be ornamented with moldings, brackets or other details.

4. Pitched roofs are encouraged to have dormers, chimneys, cupolas and other similar elements to provide architectural interest. These elements shall be compatible with the style, materials, colors and details of the building.
5. Roofline offsets shall be provided along any gable roof measuring more than 50 feet in length to provide architectural interest and articulation to a building.
6. Rooftop heating, ventilating and air-conditioning systems, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated to be inconspicuous as viewed from the street and adjacent properties.

Q. Transparency

1. Ground floor non-residential uses in the Redevelopment Area shall have large pane display windows. Such windows shall be framed by the surrounding wall and shall be a minimum of 70% of the total ground level facade area. A building's "ground level facade area" is the area bounded by the side edges of the building and the plane coincident with the internal floor of the building and the internal ceiling of the building.
2. Transoms above display windows in the Redevelopment Area are encouraged.
3. Windowsills shall not be more than 3 feet above the sidewalk in the Redevelopment Area for non-residential uses. Base panels or bulkheads are encouraged between the sidewalk and the windowsills.
4. Windows shall be vertically proportioned (taller than wider) where possible.

5. Buildings of architectural styles that normally have windows with muntins (vertical dividers) or divided lights shall utilize those types of windows.
6. Glass blocks are not permitted on façades that abut a public street.
7. Exterior security grates are prohibited.

R. Entrances

1. All entrances to a building shall be defined and articulated by utilizing such elements as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades and other such elements, where appropriate.

S. Materials

1. Building façades visible from a public street shall consist of durable, long-lasting materials.
2. Appropriate materials include brick, stone, cast stone, Hardieplank or other high-quality material.

VII. RELATIONSHIP TO ZONING

ZONING PROVISIONS

EFFECT OF PLAN

The 100 West Main Street Redevelopment Plan supersedes the existing zoning for the parcel and the applicable provisions of the Borough of High Bridge's Land Use Ordinance as provided in Chapter VI above.

TERMS & DEFINITIONS

Any terms or definitions not addressed within this Redevelopment Plan shall rely on the applicable terms and conditions set forth in Chapter 145, Land Use and Development.

OTHER APPLICABLE DESIGN & PERFORMANCE STANDARDS

Any design or performance standards not addressed within this Redevelopment Plan shall rely on the applicable design and performance standards set forth in Chapter 145, Land Use and Development.

CONFLICT

If any word, phrase, clause, section or provision of this plan, is found by a court or other jurisdiction to be invalid, illegal or unconstitutional; such word, phrase, section or provision shall be deemed severable and the remainder of the Redevelopment Plan shall remain in full force and effect.

ZONING MAP REVISION

This Redevelopment Plan supersedes the underlying zoning, which requires the Official Zoning Map to be amended for the parcel. The Zoning Map is hereby amended to illustrate the following block and lots as the “West Main Street Redevelopment Plan”:

- Block 24, Lot 16

VIII. AMENDMENTS & DURATION

AMENDMENTS TO THE REDEVELOPMENT PLAN

This plan may be amended from time to time in accordance with the procedures of the LRHL. To the extent that any such amendment materially affects the terms and conditions of duly executed redevelopment agreements between one or more redevelopers and the Borough of High Bridge, the provisions of the redevelopment plan amendment will be contingent upon the amendment of the redeveloper agreement to provide for the plan amendment.

CERTIFICATES OF COMPLETION & COMPLIANCE

Upon the inspection and verification by the Mayor and Council that the redevelopment of a parcel subject to a redeveloper agreement has been completed, a Certificate of Completion and Compliance will be issued to the redeveloper and such parcel will be deemed no longer in need of redevelopment.

This Redevelopment Plan will remain in effect until a Certificate of Completion has been issued for the designated parcel, or until the Redevelopment Plan is deemed no longer necessary for the public interest and repealed by Ordinance of the Mayor and Council.

SELECTION OF REDEVELOPER(S)

In order to assure that the vision of the 100 West Main Street Redevelopment Plan will be successfully implemented in an effective and timely way and in order to promptly achieve the goals of the Plan, the Mayor and Council, acting as the Redevelopment Entity, will designate the redeveloper(s) for any

redevelopment project in the area governed by this Redevelopment Plan. All redeveloper(s) will be required to execute a redevelopment agreement satisfactory to the Mayor and Council.

The implementation of this Redevelopment Plan may utilize a process for the competitive selection of one or more redeveloper(s). The intent of this section of the Redevelopment Plan is to set forth the procedural standards to guide redeveloper selection. The Mayor and Council, acting as the Redevelopment Entity may, at any time, proactively solicit potential redevelopers by utilizing appropriate methods of advertisement and other forms of communication, or may, in its discretion, entertain an unsolicited proposal from a prospective redeveloper(s) for redevelopment of the area.

The selection of a redeveloper by the Mayor and Council, acting as the Borough of High Bridge's Redevelopment Entity for the areas, may be based on a competitive selection process. Under a competitive selection process, which may be undertaken from time to time at the discretion of the Mayor and Council, an applicant for selection as a redeveloper will be required to submit materials to the Mayor and Council that specify their qualifications, financial resources, experience and design approach to the property in question. The competitive selection process will likely include the submission of some or all of the following materials (additional submission materials may be requested by the Mayor and Council as deemed appropriate to the lands in question):

- Conceptual plans and elevations sufficient in scope to demonstrate that the design approach, architectural concepts, number and type of development, parking, traffic circulation, landscaping and other elements are

consistent with the objectives and standards of this Redevelopment Plan.

- Anticipated construction schedule, including estimated pre-construction time period to secure permits and approvals.
- Documentation evidencing the financial responsibility and capability with respect to carrying out site environmental remediation and the proposed redevelopment including but not limited to: type of company or partnership, disclosure of ownership interest, list of comparable projects successfully completed, list of references with name, address and phone information, list of any general or limited partners, and financial profile of the redeveloper entity.

The following provisions regarding redevelopment are hereby included in connection with the implementation of this Redevelopment Plan and the selection of a redeveloper(s) for any property included in the Redevelopment Plan and shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations to the contrary:

1. The redeveloper, its successor or assigns shall develop the property in accordance with the uses and building requirements specified in the Redevelopment Plan.
2. Until the required improvements are completed, and a Certificate of Completion is issued by the Redevelopment Entity, the redeveloper covenants provided for in N.J.S.A. 40A:12A-9 and imposed in any redeveloper agreement, lease, deed or other instrument shall remain in full force and effect.

3. The redevelopment agreement(s) shall contain provisions to assure the timely construction of the redevelopment project, the qualifications, financial capability and financial guarantees of the redeveloper(s) and any other provisions to assure the successful completion of the project.
4. The designated redeveloper(s) shall be responsible for any installation or upgrade of infrastructure related to their project whether on-site or off-site. Infrastructure items include, but are not limited to gas, electric, water, sanitary and storm sewers, telecommunications, recreation or open space, streets, curbs, sidewalks, street lighting and street trees or other improvements. The extent of the designated redeveloper's responsibility will be outlined in the redeveloper's agreements with the Borough. All utilities shall be placed underground.
5. All infrastructure improvements shall comply with applicable local, state and federal law and regulations, including the Americans with Disabilities Act.

Introduction November 20, 2014
Adoption December 18, 2014

ORDINANCE #2014-16

**AMENDING CHAPTER 145 OF THE CODE OF BOROUGH OF HIGH BRIDGE, COUNTY OF HUNTERDON
AND STATE OF NEW JERSEY, THE LAND USE AND DEVELOPMENT ORDINANCE**

I. Rezone:

- a. Rezone the homes between Center Street and Mill Street from McDonald Street to the Columbia Trail, Block 7 lots 5 through 19, from DB Zone to the R-4 Zone as single-family detached homes are not a permitted use in the DB Zone.
- b. Rezone a portion of the C Zone along 513 to the MUC Zone. Block 30 lots 1-21 excluding lot 18, Block 24 Lots 11 -20, and Block lots 50.02 and 50.04

II. Parking

Section 306. Off-Street Parking and Loading.

A. Parking Space Size.

B. Required Number of Parking Spaces: DB Zone.

1. Single-Family Homes – the number of parking spaces shall be provided in accordance with the Residential Site Improvement Standards.
2. Properties with non-residential and apartment uses in the same building – the number of parking spaces shall be provided in accordance with the Residential Site Improvement Standards. No parking shall be required for the non-residential uses.
 - a. At least half of the required parking shall be located on-site.
 - b. The remaining spaces shall be located in one of the public parking lots. The property owner shall purchase a parking permit for each of the off-site parking spaces annually.
3. Properties with non-residential uses only, where the number of employees is less than five during the peak shift – two (2) off-street parking spaces.
4. Properties with non-residential uses only, where the number of employees is six or more during the peak shift – to be determined by the Land Use Board. Factors to be considered include type of tenants, total number of employees, tenant operations, etc.

C. Required Number of Parking Spaces: All Other Zones.

D. Required Number of Loading Spaces.

○
III. DB Zone Changes:

Section 405. Regulations for DB, Downtown Business.

B. Permitted Principal Uses.

1. Retail stores, which sell goods or merchandise to the general public. This **excludes** gas and/or service stations.
2. Personal service establishments, except the following:
 - a. Tattoo parlors and/or body piercing.
 - b. Massage parlors.
 - c. Tanning salons.
 - d. Adult-themed retail stores.
 - e. Adult-themed entertainment.
3. Business and professional offices, only on the upper floor(s) of a structure. However:
 - a. Offices that may be located on any floor of a building include travel agencies and real estate offices.
 - b. Buildings in existence as of December 31, 2013 with four or more steps connecting the sidewalk to the first floor may have business and professional offices on the first floor.
4. Restaurants and taverns, except no drive-through windows shall be permitted.
5. Medical and health services, only on the upper floor(s) of a structure. However, opticians may be located on any floor of a building.
6. Studios, including dance, art, aerobic and music, only on the upper floor(s) of a structure.
7. Museums, art galleries and libraries.
8. Child-care centers.
9. Municipal parks, playgrounds, municipal buildings and other public buildings of a governmental or cultural nature, deemed appropriate and necessary by the Mayor and Common Council.
10. Residential uses, including apartments and condominiums, only on the upper(s) floor of a structure. A maximum of six (6) residential units shall be permitted on lots between 5,000 and 10,000 square feet. A maximum of eight (8) residential units shall be permitted on lots greater

than 10,000 square feet. One bedroom units shall contain a minimum of 450 square feet, while two bedroom units shall contain a minimum of 800 square feet. The entrance to said dwelling units shall be directly from a street or from the rear of the building. Units shall not have more than two (2) bedrooms.

11. Mixed-use structures with a combination of two (2) or more of the permitted principal uses within the DB Zone.

C. Permitted Conditional Uses.

Refer to Section 409 for special regulations for these uses, except for farm stands and farmer's markets.

1. Churches and similar places of worship, parish houses and similar accessory uses.
2. Public utility uses.
3. Public, private parochial and quasi-public schools and institutions of higher learning.
4. Farm standards and Farmer's Markets:
5. Wireless telecommunications equipment and facilities.
6. Mixed-use Commercial Residential:
 - a. The parcel shall be within one (1) quarter mile of a rail station or mass transit stop.
 - b. The parcel shall have.....
 - c. Minimum lot area
7. Bed and breakfast lodging.

D. Permitted Accessory Uses.

1. Private garage space for the storage of commercial vehicles.
2. Off-street parking space for the use of patrons and employees and residents, where permitted.
3. Other uses and structures customarily incidental to the principal permitted use.
4. Child-care programs, which shall be exempt from all local zoning restrictions.

5. Massage, bodywork and somatic therapy. While massage parlors remain a prohibited use, massage, bodywork and somatic therapy shall be permitted as an accessory use in the DB Zone, provided the following requirements are satisfied:

- a. The use is accessory to one of the following principal uses: beauty shop, salon, spa or sports facility.
- b. All persons employed by the establishment for the purpose of conducting massage, bodywork or somatic therapy shall be certified by the State of New Jersey pursuant to the Massage, Bodywork and Somatic Therapist Certification Act.
- c. A zoning permit specifically related to the accessory use shall be obtained prior to the start of any such accessory use. There shall be no violations of the Massage, Bodywork and Somatic Therapist Certification Act or the regulations promulgated thereunder, as may be amended from time to time. Any such violation shall result in an automatic rescission of the zoning permit.

E. Area, Yard and Bulk Requirements.

1. Minimum Lot Size: 5,000 square feet
2. Minimum Frontage Width: 50 feet
3. Maximum Front Yard Setback: 8 feet
4. Minimum One Side Yard Setback: 0 feet
5. Minimum Total of Two Side Yards Setback: 5 feet
6. Minimum Rear Yard Setback: 15 feet
7. Minimum Accessory Structure Side Yard Setback: 5 feet where adjacent to R-4 Zone
8. Minimum Accessory Structure Rear Yard Setback: 5 feet where adjacent to R-4 Zone
9. Maximum Lot Coverage: 90%
10. Maximum Building Coverage: 60%
11. Maximum Height: 3 stories and 45 feet

F. Special Regulations.

1. Driveways shall be located at least fifty (50) feet from a street intersection and shall be spaced sufficiently to avoid any potential hazard. No curb cuts shall exceed thirty (30) feet in width.
2. No goods or materials shall be stored or displayed out-of-doors, except as provided below:

- a. Outdoor displays of goods shall be permitted during business hours; however, a three (3) foot wide, obstruction-free sidewalk zone must be maintained to allow for the free flow of pedestrian traffic.
 - b. Outdoor dining areas are permitted within the DB Zone; however, a three (3) foot wide, obstruction-free sidewalk zone must be maintained to allow for the free flow of pedestrian traffic. Tables and chairs shall be secured at closing time.
3. A site plan is required only for any change of use defined as outside the principal permitted use of this section, notwithstanding the definition of "development".
 4. Outdoor storage of construction vehicles and equipment is prohibited.
 6. Special conditions for bed and breakfast lodging are the same as those stipulated in Section 409, except that there is no minimum lot size requirement.
 - 7.

G. Architectural Design Standards

1. Purpose.

- a. The purpose of the architectural design standards is to establish a set of principles and requirements that guide future redevelopment, repairs and renovations. The following standards shall be used to prepare and review the architectural design of all buildings and structures in a development plan.
- b. Where a development plan involves an existing building, the existing building shall be repaired and/or renovated to comply with this article.
- c. These standards shall be applicable to properties that have frontage on Main Street and North Main Street.

2. Scale and Articulation

- a. New buildings shall be designed to be an integral part of the DB Zone and be developed with appropriate consideration for both proposed and existing buildings with respect to height, massing, location and orientation.
- b. Building wall offsets, including both projections and recesses, shall be provided along any street-facing building wall measuring greater than forty (40) feet in length in order to provide architectural interest and variety to the massing of a building and relieve the negative visual effect of a single, long wall.
- c. The maximum spacing between such offsets shall be twenty (20) feet. The minimum projection or depth of any individual offset shall not be less than one (1) foot.

- d. Vertical offsets can include, but are not limited to, pilasters, projecting bays and changes in façade materials.
- e. All street-facing building walls shall have a clearly defined base, body and cap (see example below).
- f. The architectural treatment of a façade shall be completely continued around all street-facing facades of a building.
- g. Awnings, which add visual richness to a downtown, are encouraged for storefronts. Awnings shall be made of fire-resistant canvas or cloth. All awnings shall be securely attached to the building so that the lowest part of the awning is mounted a minimum of eight (8) feet and a maximum of twelve (12) feet above the sidewalk at the storefront.
- h. No garage doors shall be permitted along any Main Street building façade. However, garage doors are permitted along what is known as North Main Street.
- i. No parking shall be permitted between the building façade and the Main Street right-of-way.

3. Corner Buildings

- a. Buildings on corners are significant buildings because they have two frontages visible from the street and act as important landmarks.
- b. Corner buildings shall feature a prominent architectural element, which shall include one of the following patterns:
 - (1) Opening space at the ground level for people to walk across the corner, with the building mass above, redefining the corner.
 - (2) A recessed entry at the corner, such as the familiar angled wall with an entry door (chamfered corner).
 - (3) A corner window with an important view to the building.
 - (4) Bay windows that wrap the corner.
 - (5) A tower element to emphasize the corner.
 - (6) Other unique architectural feature(s), subject to Planning Board approval.

4. Roof

- a. The shape, pitch and color of a roof shall be architecturally compatible with the style, materials and colors of such building.

- b. If the building has a flat roof, a parapet shall project vertically to hide any roof-mounted mechanical equipment. Additionally, a cornice shall project out horizontally from the façade and shall be ornamented with moldings, brackets or other details.
- c. Pitched roofs are encouraged to have dormers, chimneys, cupolas or other similar elements to provide architectural interest. These elements shall be compatible with the style, materials, colors and details of the building.
- d. Roof top heating, ventilating and air-conditioning (HVAC) systems, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated to be inconspicuous as viewed from the street and adjacent properties.

5. Transparency

- a. Ground floor uses in the DB Zone shall have large pane display windows on the Main Street frontage. Such windows shall be framed by the surrounding wall and shall be a minimum of 50% of the total ground level façade area.

(1) The ground level façade area shall be defined as the area bounded by the side edges of the building and the plane coincident with the internal floor of the building and the internal ceiling of the building.

(2) Transparent doors may be counted in the minimum transparency calculation.

- b. Transoms above display windows are encouraged.
- c. Windows shall be vertically proportioned (taller than wider) where possible.
- d. Ground floor windowsills along Main Street shall not be more than three (3) feet above the sidewalk. Base panels or bulkheads are encouraged between the sidewalk and the windowsills.
- e. Buildings of architectural styles that normally have windows with muntins (vertical dividers) or divided lights shall utilize those types of windows.
- f. Glass blocks are not permitted on facades that abut a public street.
- g. Exterior security grates are prohibited.

6. Entrances

- a. All entrances to a building shall be defined and articulated by utilizing such elements as lintels, pediments, pilasters, columns, porches, overhangs, etc.
- b. The main entrance of a building shall face the street on which the property fronts.

- c. Federal law requires that entrances be accessible to handicapped patrons wherever feasible. People with physical disabilities should be able to use the same entrance as everyone else and be provided with an accessible route into the building. When renovating, use the Americans with Disabilities Act Accessibility Guidelines with the assistance of building officials to determine the adequacy of proposed renovations in addressing the needs of the disabled.
7. Materials and Traditional Design Elements
- a. Building facades visible from a public street shall consist of durable, long-lasting materials.
 - b. The predominant material of all street walls shall be brick, cement-board siding, wood and/or stone. Stucco may be used as an accent.
 - c. Buildings shall be designed to be in keeping with the existing Main Street historic architecture, which includes Colonial, Federal and Victorian styles.

IV. C Zone

Section 406. Regulations for C, Commercial Zone.

- E. Area , Yard and Building Requirements.
- 1. Minimum Lot Size: 40,000 square feet
 - 2. Minimum Lot Frontage: 140 feet
 - 3. Minimum Front Yard Setback: 40 feet
 - 4. Minimum One Side Yard Setback: 30 feet
 - 5. Minimum Total of Two Side Yards Setback: 50 feet
 - 6. Minimum Rear Yard Setback: 30 feet
 - 7. Minimum Accessory Side Yard Setback: 10 feet
 - 8. Minimum Accessory Rear Yard Setback: 10 feet
 - 9. Maximum Lot Coverage: 70%

10. Maximum Building Height: 3 stories and 40 feet

V. Mixed-Use Corridor Zone

Section 406.1 Regulations for MUC, Mixed-Use Corridor Zone.

A. Purpose.

It is the purpose of this zone to provide an area suitable for businesses and services that is compatible with the character and scale of the CR-513 corridor.

B. Permitted Principal Uses.

1. Retail stores, which sell goods or merchandise to the general public. This excludes retail services with drive-through facilities.
2. Personal service establishments.
3. Business and professional offices.
4. Financial services, excluding drive-through facilities.
5. Medical and health services.
6. Health clubs and/or fitness facilities.
7. Child-care centers.
8. Restaurants and taverns, excluding drive-through facilities.
9. Municipal parks, playgrounds, buildings and other public buildings of a governmental or cultural nature.
10. Mixed-use structures with a combination of two (2) or more of the permitted principal uses within the MUC Zone.
11. Live-work units, which are buildings that provide residential and work space within the same structure typically with work space on the ground floor and residential above. The work space shall comprise at least forty percent (40%) of the principal building's square footage. The building shall be owner-occupied. Employees shall include the property owner and may include non-residents.

C. Permitted Conditional Uses.

1. Automobile repair, service, gas stations, conditions as follows:
 - a. The minimum lot area shall be 35,000 square feet.
 - b. The minimum lot frontage shall be 200 feet.
 - c. Rental of motor vehicles, RV's, trailers or boats may occur in conjunction with a gas station so long as the rentals are kept in neat order. Sales of motor vehicles, RV's, trailers and boats are prohibited.
 - d. No automobile repair work shall be done out of doors.
 - e. Parking spaces for customer vehicles awaiting repair and for employees shall be separated from the driveway and general apron area which gives access to gasoline pumps, air pumps and service bays. No designated parking space shall obstruct access to such facilities.
 - f. Vehicles stored on the premises longer than five (5) days must be parked in the rear of the building or to the side if no rear area exists. These long term parking areas shall be screened from public view as follows:
 - (1) A minimum landscaped buffer, five (5) feet wide, shall be provided along all property lines abutting public streets, except where curb cuts are located. Said buffer shall be planted with a staggered mixture of evergreens, deciduous shade trees and shrubs. When planted, evergreens shall be a minimum of four (4) feet in height, deciduous trees shall be a minimum of three (3) inches in caliper and shrubs shall be a minimum of three (3) feet in height.
 - g. Service and parking areas shall be screened from abutting residentially-zoned properties. A minimum six (6) foot high, solid fence shall be erected to screen adjacent residentially-zoned properties.
 - h. Parked cars for scrap must be removed as soon as the titles can be obtained.
 - i. No sale of junk car parts directly to the public shall be allowed.
 - j. Gasoline pumps and air pumps shall be placed within the required front yard of the service station, but shall be no closer than thirty-five (35) to the property line. A canopy may be provided over the gasoline pumps provided said canopy is located no closer than ten (10) feet to the property line.
 - k. All waste oil, antifreeze and heating oil tanks must be on a concrete pad and have a cap to seal the top of the tanks.

1. Off-street parking.
2. Outdoor dining areas associated with a restaurant, however, tables and chairs shall be secured at closing time.
3. Outdoor displays of goods shall be permitted during business hours.
4. Massage, bodywork and somatic therapy shall be permitted as an accessory use in the MUC Zone, provided the following requirements are satisfied:
 - a. The use is accessory to one of the following principal uses: beauty shop, salon, spa or sports therapy facility.
 - b. All persons employed the establishment for the purpose of conducting massage, bodywork or somatic therapy shall be certified by the State of New Jersey pursuant to the Massage, Bodywork and Somatic Therapist Certification Act.
 - c. A zoning permit specifically related to the accessory use shall be obtained prior to the start of any such accessory use. There shall be no violations of the Massage, Bodywork and Somatic Therapist Certification Act or the regulations promulgated thereunder, as may be amended for time to time. Any such violation shall result in an automatic rescission of the zoning permit.

E. Prohibited Uses.

1. The following uses are prohibited within the MUC Zone:
 - a. Retail stores where a single tenant is greater than 5,000 square feet.
 - b. 24-hour a day operations and/or uses, except for municipal uses and/or buildings.
 - c. Car dealerships.
 - d. Car washes.
 - e. Any use not permitted is prohibited in the MUC Zone.

F. Area, Yard and Building Requirements.

1. Minimum Lot Area: 15,000 square feet
2. Minimum Lot Frontage: 65 feet

3. Minimum Front Yard Setback: 10 feet
4. Maximum Front Yard Setback: 40 feet
5. Minimum Side Yard Setback: 10 feet
6. Minimum Rear Yard Setback: 30 feet
7. Maximum Lot Coverage: 70%
8. Maximum Building Height: 3 stories and 35 feet

VI. Design Standards

Section 807. Design of Off-Street Parking, Loading Areas and Driveways.

A. Non-Residential Landscaping.

1. Where off-street parking is located in the front yard a buffer shall be installed, which conforms to the following parameters:
 - a. The landscape buffer shall be a minimum of five (5) feet wide.
 - b. Said buffer shall be planted with a staggered mixture of evergreens, deciduous shade trees and shrubs. When planted, evergreens shall be a minimum of four (4) feet in height, deciduous trees shall be a minimum of three (3) inches in caliper and shrubs shall be a minimum of three (3) feet in height.
 - c. The requirement to provide a sight triangle set forth in Section 803 shall not preclude compliance with this Section, and the landscape buffer shall be provided outside of the required sign triangle(s).
2. All service and loading areas as well as off-street parking located in the side and/or rear yard in the C Zone and MUC Zone shall be screened from abutting properties as follows:
 - a. A minimum of a six (6) foot high, architecturally solid fence shall be erected to screen adjacent properties, or
 - b. A landscape buffer, which is a minimum five (5) feet wide. Said buffer shall be planted with a staggered mixture of evergreens, deciduous shade trees and shrubs. When planted, evergreens shall be a minimum of four (4) feet in height, deciduous trees shall be a minimum of three (3) inches in caliper and shrubs shall be a minimum of three (3) feet in height.

3. Each off-street parking area shall provide a minimum of one (1) tree for every ten (10) parking spaces. Trees shall be planted in an area measuring no less than five (5) feet in width and eighteen (18) feet in length. Trees shall be supplemented with ground cover and shrubs. . Trees shall be distributed throughout the parking area in order to break the view of parked cars in a manner that does not impair visibility.
4. See also Section 808, Landscaping.

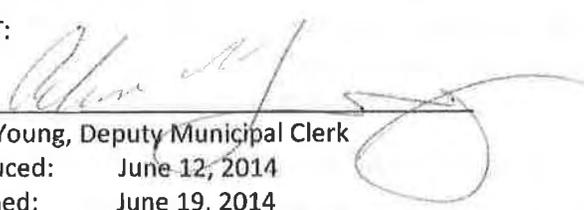
B. Lighting.

Lighting used to illuminate off-street parking areas shall be arranged to reflect the light away from residential premises and public streets and shall be in accordance with Section 804.B of this Ordinance. The lighting of all off-street parking areas, including any deferred parking areas that may be approved by the Board as provided in Section 807.C., shall be shown on the plan. All lighting sources must be adequately shielded to avoid any glare. A lighting plan shall be provided that shows on-site footcandles and footcandles within twenty-five (25) feet of the property line.



Mark Desire, Mayor

ATTEST:



Adam Young, Deputy Municipal Clerk

Introduced: June 12, 2014

Published: June 19, 2014

Adopted:

Published:

Introduction: 06/14/2018
Publication: 06/21/2018
Planning Board: 06/25/2018
Adoption: 06/28/2018
Publication: 07/05/2018

**BOROUGH OF HIGH BRIDGE
HUNTERDON COUNTY**

ORDINANCE NO. 2018-026

**AN ORDINANCE OF THE BOROUGH OF HIGH BRIDGE AMENDING AND
SUPPLEMENTING CHAPTER 145, “LAND USE AND DEVELOPMENT
ORDINANCE”, ARTICLE 4 “DISTRICT REGULATIONS” TO ADD CERTAIN
CONDITIONALLY-PERMITTED USES TO THE MIXED-USE CORRIDOR ZONE
AND TO SET FORTH THE STANDARDS AND CRITERIA APPLICABLE THERETO**

WHEREAS, the Borough Council of the Borough of High Bridge desires to create a realistic opportunity for the creation of affordable housing within the Borough; and

WHEREAS, the Borough voluntarily brought a timely declaratory judgment action pursuant to the procedures set forth by the Supreme Court in *In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (201)* (“*Mt. Laurel IV*”) seeking approval of a Housing Element and Fair Share Plan that satisfied the Borough’s obligation to provide for its fair share of the regional need of low and moderate income housing; and

WHEREAS, after a Fairness Hearing held on February 13, 2018, by Order dated February 13, 2018, Hon. Thomas C. Miller, approved a settlement agreement between the Borough of High Bridge and Fair Share Housing Center; and

WHEREAS, pursuant to the requirements of the February 13, 2018 Order, the Borough of High Bridge intends to supplement its Zoning Ordinance to include provisions addressing High Bridge’s constitutional obligation to provide for its fair share of low and moderate income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and

WHEREAS, the High Bridge Planning Board has adopted a Housing Element and Fair Share Plan dated June 6, 2018 pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., which addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C.5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and

WHEREAS, this Ordinance is intended to implement the above-referenced Housing Element and Fair Share Plan, which has been endorsed by the Governing Body.

NOW, THEREFORE BE IT ORDAINED, by the Governing Body of the Borough of High Bridge that Chapter 145 “Land Use and Development Ordinance”, Article 4 “District Regulations”, Section 406.1, “Regulations for MUC, Mixed-Use Corridor Zone”, is hereby amended and supplemented by the underlined as follows:

5. Clubs, lodges and fraternal organizations, conditions as follows:
 - a. The minimum lot area shall be one-half (0.5) acres.
 - b. Parking facilities must be provided at a rate of one (1) space per one hundred (100) square feet of gross floor area.
6. Multi-family residential above non-residential uses, conditions as follows:
 - a. The minimum lot area shall be 25,000 square feet.
 - b. The minimum front yard setback shall be fifteen (15) feet.
 - c. The maximum front yard setback shall be forty (40) feet.
 - d. The minimum side yard setback shall be ten (10) feet, but in the case where the adjacent use is a single-family home, the side yard setback shall be twenty (20) feet.
 - e. The minimum rear yard setback shall be thirty (30) feet.
 - f. The maximum lot coverage shall be eighty (80%) percent.
 - g. The maximum building height shall be three (3) stories and forty-five (45) feet.
 - h. The maximum density shall be fifteen (15) units per acre.
 - i. Ground floor uses shall be permitted MUC non-residential uses, however, a maximum of one (1) handicapped adaptable residential unit may be permitted on the ground floor, so long as the unit is located to the rear of the non-residential use(s) and is accessed from the side or rear of the building.
 - j. A minimum of 20% of the units shall be reserved for affordable housing. All affordable units shall be deed restricted for a minimum of 30 years. The developer shall be responsible for retaining a qualified Administrative Agent.
 - k. The following parameters shall not be considered a condition of the use and if they cannot be met, shall be deemed a design waiver:
 - (1) Where the property abuts an existing single-family home, a solid screen comprised of either a six (6) foot-tall fence or evergreen shrubs six (6) feet in height shall be installed to screen the parking area and any visible trash areas.
 - (2) No dumpster or trash facilities shall be located within twenty (20) feet of a property line shared with an existing single-family home.
 - (3) Off-street parking shall be provided for the residential units in accordance with the Residential Site Improvement Standards. All required residential parking shall be provided on-site. Off-street parking for non-residential uses shall comply with Section 306.B.

Severability. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

Repealer. Any Ordinances or parts thereof in conflict with the provisions of these Ordinance are hereby repealed as to their inconsistencies only.

Effective Date. This Ordinance shall not take effect until approved by the Court.

NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced to pass on first reading at a regular meeting of the Council of the Borough of High Bridge held on June 14, 2018, and ordered published in accordance with the law. Said Ordinance will be considered for final reading and adoption at a regular meeting of the Borough Council to be held on June 28, 2018 at 7:30 p.m. or as soon thereafter as the Borough Council may hear this Ordinance at the Borough Hall, 97 West Main Street, High Bridge, New Jersey, at which time all persons interested may appear for or against the passage of said Ordinance.

Adam Young
Borough Clerk

Adopted:



Mark Desire, Mayor
Borough Council

Attest:



Adam Young
Borough Clerk

Introduction: 06/14/2018
Publication: 06/21/2018
Planning Board: 06/25/2018
Adoption: 06/28/2018
Publication: 07/05/2018

**BOROUGH OF HIGH BRIDGE
HUNTERDON COUNTY**

ORDINANCE NO. 2018-024

**AN ORDINANCE TO AMEND CHAPTER 145 “LAND USE AND DEVELOPMENT
ORDINANCE”, ARTICLE 5 “AFFORDABLE HOUSING REGULATIONS TO
ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE
UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) REGARDING
COMPLIANCE WITH THE BOROUGH’S AFFORDABLE HOUSING OBLIGATIONS**

WHEREAS, the Borough of High Bridge has a constitutional obligation to create a realistic opportunity for the construction of its fair share of the region's need for affordable housing; and

WHEREAS, the Borough Council of the Borough of High Bridge desires to create a realistic opportunity for the creation of affordable housing within the Borough; and

WHEREAS, the Borough voluntarily brought a timely declaratory judgment action pursuant to the procedures set forth by the Supreme Court in In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) (“Mt. Laurel IV”) seeking approval of a Housing Element and Fair Share Plan that satisfies the Borough’s obligation to provide for its fair share of the regional need of low- and moderate-income housing; and

WHEREAS, after a Fairness Hearing held on February 13, 2018, by Order dated February 13, 2018, Hon. Thomas Miller, J.S.C. approved a settlement agreement between the Borough of High Bridge and Fair Share Housing Center, which established the Borough’s affordable housing obligations; and

WHEREAS, the High Bridge Planning Board has adopted a Housing Element and Fair Share Plan dated June 6, 2018 pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., which addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and

WHEREAS, the Borough is desirous of amending and supplementing the Borough Code to implement the above-referenced Housing Element and Fair Share Plan, which has been endorsed by the Governing Body, and include provisions addressing High Bridge’s constitutional obligation to provide for its fair share of low and moderate income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and

WHEREAS, this Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy those units.

NOW, THEREFORE BE IT ORDAINED, that Article 5 "Affordable Housing Regulations" is hereby deleted in its entirety and replaced as follows:

Article 5. Affordable Housing Ordinance

Section 501. Title and Statutory Authorization.

- A. The title of this chapter shall be the "Affordable Housing Ordinance."
- B. The Legislature of the State of New Jersey has, in the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., delegated the authority to local governments to adopt an ordinance to provide a realistic opportunity for sound shelter for low and moderate income households. Therefore, the Council of the Borough of High Bridge does ordain as follows:

Section 502. Monitoring and Reporting Requirements.

The Borough of High Bridge shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan:

- A. Beginning on the first anniversary of the Judgment of Compliance and Repose, and on every anniversary of that date through July 1, 2025, the Borough agrees to provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs (DCA), Council on Affordable Housing (COAH) or Local Government Services (LGS), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center (FSHC) and posted on the municipal website, using forms developed for this purpose by DCA, COAH or LGS. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
- B. Beginning on the first anniversary of the Judgment of Compliance and Repose, and on every anniversary of that date through July 1, 2025, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.
- C. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled

mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the Borough, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented.

- D. Within 30 days of the third anniversary of the Judgment of Compliance and Repose, and every third year thereafter until July 1, 2025, as required by N.J.S.A. 52:27D-329.1, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very-low income requirements, including its family very-low income requirements. Such posting shall invite any interested party to submit comments to the Borough and FSHC, regarding whether the Borough has complied with its very-low income housing obligation under the terms of the December 11, 2017 Settlement Agreement (executed on December 15, 2017).

Section 503. Definitions.

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

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

ADAPTABLE - Constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT - The entity designated by the Borough to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26).

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

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

AFFORDABLE - A sales price or rent level that is within the means of a low or moderate income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

AFFORDABLE HOUSING DEVELOPMENT - A development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the Borough's fair share obligation, and includes, but is not limited to, an inclusionary

development, a municipal construction project or a one hundred percent (100%) affordable housing development.

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

AFFORDABLE UNIT - A housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

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

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

ALTERNATIVE LIVING ARRANGEMENT - A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

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

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

COAH - The Council on Affordable Housing, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.), or any successor agency charged with the administration of the Act.

COURT – The Superior Court of New Jersey, Law Division, Hunterdon County.

DCA - The State of New Jersey Department of Community Affairs.

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

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

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

INCLUSIONARY DEVELOPMENT - A development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

LOW INCOME HOUSEHOLD - A household with a total gross annual household income equal to fifty percent (50%) or less of the regional median household income by household size.

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

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

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

MEDIAN INCOME - The median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

MODERATE INCOME HOUSEHOLD - A household with a total gross annual household income in excess of fifty percent (50%) but less than eighty percent (80%) of

the regional median household income by household size.

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

NON-EXEMPT SALE - Any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

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

REGIONAL ASSET LIMIT - The maximum housing value in each housing region affordable to a four-person household with an income at eighty percent (80%) of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

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

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

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

UHAC - The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

VERY-LOW INCOME HOUSEHOLD - A household with a total gross annual household income equal to thirty percent (30%) or less of the regional median household income by household size.

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

WEATHERIZATION Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm

doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

Section 504. Applicability.

- A. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Borough of High Bridge pursuant to the Borough's most recently adopted Housing Element and Fair Share Plan.
- B. Moreover, this Ordinance shall apply to all developments that contain low and moderate income housing units, including any currently unanticipated future developments that will provide low and moderate income housing units.
- C. Any property in the Borough of High Bridge that is currently zoned for non-residential uses and subsequently receives a zoning change or use variance or approval of a redevelopment plan to permit residential development, or that is currently zoned for residential uses and receives approval for residential development, shall provide an affordable housing set-aside of at least twenty percent (20%) of the residential units constructed, as required for developments located within the jurisdiction of the Highlands Water Protection and Planning Council, pursuant to N.J.S.A. 52:27D-329.9(a), whether the units will be for rent or will be for sale. No property shall be subdivided so as to avoid compliance with this requirement. All affordable units shall be governed by the provisions of this Ordinance.

Section 505. Rehabilitation Program.

- A. High Bridge's rehabilitation program shall be designed to renovate deficient housing units occupied by low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28.
- B. Both owner-occupied and renter-occupied units shall be eligible for rehabilitation funds.
- C. All rehabilitated units shall remain affordable to low and moderate income households for a period of ten (10) years (the control period). For owner-occupied units the control period will be enforced with a lien and for renter-occupied units the control period will be enforced with a deed restriction.
- D. The Borough of High Bridge shall dedicate \$10,000 for each unit to be rehabilitated (hard costs) through this program and shall maintain sufficient funds to implement the rehabilitation program for the Borough.
- E. The Borough of High Bridge shall designate, subject to the approval of the Court, one or more Administrative Agents to administer the rehabilitation program in accordance with N.J.A.C. 5:91 and N.J.A.C. 5:93. The Administrative Agent(s) shall provide a rehabilitation manual for the owner-occupancy rehabilitation program and a rehabilitation manual for the rental-occupancy rehabilitation program to be adopted by resolution of the governing body and subject to approval of the Court. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).

- F. Units in a rehabilitation program shall be exempt from the Uniform Housing Affordability Controls (UHAC), but shall be administered in accordance with the following:
1. If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low or moderate income household at an affordable rent and affirmatively marketed pursuant to UHAC.
 2. If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to UHAC.
 3. Rents in rehabilitated units may increase annually based on the standards in UHAC.
 4. Applicant and/or tenant households shall be certified as income-eligible in accordance with UHAC, except that households in owner occupied units shall be exempt from the regional asset limit.

Section 506. Alternative Living Arrangements.

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

Section 507. Inclusionary Zoning.

- A. To implement the fair share plan in a manner consistent with the terms of the December 11, 2017 Settlement Agreement (executed December 15, 2017), ensure the efficient use of land through compact forms of development and to create realistic opportunities for the construction of affordable housing, inclusionary zoning shall be permitted on the

following properties consistent with the provisions of High Bridge’s Housing Element and Fair Share Plan and the terms of the Settlement Agreement.

1. 100 West Main Street. This property is known as Block 24, Lot 16. A Redevelopment Plan has been adopted that permits inclusionary multi-family residential development as one of the permissible uses. The Redevelopment Plan permits eight (8) units per acre. A twenty percent (20%) affordable set-aside is required.
2. Downtown Business District. The Borough previously amended its Land Use Ordinance in 2014 to permit inclusionary residential development. The ordinance permits a maximum of six (6) residential units on lots between 5,000 and 10,000 square feet. A maximum of eight (8) residential units are permitted on lots greater than 10,000 square feet. A twenty percent (20%) affordable set-aside is required.
3. Mixed-Use Corridor District. The Borough will create a new conditional use within this zone that will permit inclusionary multi-family residential development on lots of at least 25,000 square feet. The maximum density will be fifteen (15) units per acre. The building height will be limited to three (3) stories and forty-five (45) feet. A minimum of twenty percent (20%) of the units shall be reserved for affordable housing. Finally, the ordinance will require the residential development to be a part of a mixed-use building where there are commercial uses on the ground floor.

Section 508. Phasing Schedule for Inclusionary Zoning.

In inclusionary developments the following schedule shall be followed:

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

Section 509. Fractional Units and Payments-in-Lieu.

- A. Inclusionary developments that result in an affordable housing obligation fraction of 0.5 or more shall either round up and provide the extra affordable unit or pay an in-lieu fee.
- B. The payment-in-lieu for High Bridge shall be \$100,000 for 2018. The payment-in-lieu shall increase by 3% each year. To calculate the payment-in-lieu the developer shall multiply the fraction by the payment. For example, a fraction of 0.6 triggered in 2018

would require a payment of \$60,000. The payment shall be made to the Borough's Affordable Housing Trust Fund.

Section 510. New Construction.

A. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

1. The fair share obligation shall be divided equally between low and moderate income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit. At least thirteen percent (13%) of all restricted rental units shall be very-low income units (affordable to a household earning thirty percent (30%) or less of regional median income by household size). Fifty percent of the very-low income units shall be available to families. The very-low income units shall be counted as part of the required number of low income units within the development.
2. In each affordable development, at least fifty percent (50%) of the restricted units within each bedroom distribution shall be very-low or low income units.
3. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - a. The combined number of efficiency and one-bedroom units shall be no greater than twenty percent (20%) of the total low and moderate income units;
 - b. At least thirty percent (30%) of all low and moderate income units shall be two bedroom units;
 - c. At least twenty percent (20%) of all low and moderate income units shall be three bedroom units; and
 - d. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
4. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low and moderate income units within the inclusionary development. This standard may be met by having all one bedroom units or by having a two-bedroom unit for each efficiency unit. The Borough shall not be permitted to claim credit to satisfy its obligations under the Settlement Agreement for age-restricted units that exceed twenty-five percent (25%) of all units developed.

B. Accessibility Requirements:

1. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and the following:
2. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - a. An adaptable toilet and bathing facility on the first floor; and
 - b. An adaptable kitchen on the first floor; and
 - c. An interior accessible route of travel on the first floor; and
 - d. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - e. If not all of the foregoing requirements in 2.a. through 2.d. can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs 2.a. through 2.d. above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and
 - f. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier Free SubCode, N.J.A.C. 5:23-7, or evidence that High Bridge has collected funds from the developer sufficient to make ten percent (10%) of the adaptable entrances in the development accessible:
 - (1) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - (2) To this end, the builder of restricted units shall deposit funds within the Borough of High Bridge's Affordable Housing Trust Fund sufficient to install accessible entrances in ten percent (10%) of the affordable units that have been constructed with adaptable entrances.
 - (3) The funds deposited under paragraph f.(2) above shall be used by the Borough of High Bridge for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - (4) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Borough of High Bridge for the conversion of adaptable to accessible entrances.

(5) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Borough's Affordable Housing Trust Fund in care of the Borough Treasurer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.

(6) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free SubCode, N.J.A.C. 5:23-7.

C. Design:

1. In inclusionary developments, to the extent possible, low and moderate income units shall be integrated with the market units.
2. In inclusionary developments, low and moderate income units shall have access to all of the same common elements and facilities as the market units.

D. Maximum Rents and Sales Prices:

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and the calculation procedures set forth in the Settlement Agreement dated December 11, 2017 (executed December 15, 2017).
2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than sixty percent (60%) of median income, and the average rent for restricted rental units shall be affordable to households earning no more than fifty-two percent (52%) of median income.
3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low income and moderate income units, provided that at least thirteen percent (13%) of all low and moderate income rental units shall be affordable to very-low income households, which very-low income units shall be part of the low income requirement.
4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than seventy percent (70%) of median income, and each affordable development must achieve an affordability average of fifty-five percent (55%) for restricted ownership units; in achieving this affordability average, moderate income ownership units must be

available for at least three different sales prices for each bedroom type, and low income ownership units must be available for at least two different sales prices for each bedroom type.

5. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:
 - a. A studio shall be affordable to a one (1) person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half (1.5) person household;
 - c. A two-bedroom unit shall be affordable to a three (3) person household;
 - d. A three-bedroom unit shall be affordable to a four and one-half (4.5) person household; and
 - e. A four-bedroom unit shall be affordable to a six (6) person household.
6. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:
 - a. A studio shall be affordable to a one (1) person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half (1.5) person household; and
 - c. A two-bedroom unit shall be affordable to a two (2) person household or to two one (1) person households.
7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to ninety-five percent (95%) of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed twenty-eight percent (28%) of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
8. The initial rent for a restricted rental unit shall be calculated so as not to exceed thirty percent (30%) of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however,

that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

9. The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.
10. The rents of very-low, low and moderate income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. This increase shall not exceed nine percent in any one year. Rent increases for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

Section 511. Utilities.

- A. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
- B. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for the Section 8 program.

Section 512. Occupancy Standards.

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

- A. Provide an occupant for each bedroom;
- B. Provide children of different sexes with separate bedrooms;
- C. Provide separate bedrooms for parents and children; and
- D. Prevent more than two (2) persons from occupying a single bedroom.

Section 513. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until High Bridge takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

- B. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- C. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
- D. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
- E. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- F. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 514. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

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

- A. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
- B. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- C. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low and moderate income purchasers and those paid by market purchasers.
- D. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital

improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 517.

Section 515. Buyer Income Eligibility.

- A. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low income ownership units shall be reserved for households with a gross household income less than or equal to fifty percent (50%) of median income and moderate income ownership units shall be reserved for households with a gross household income less than eighty percent (80%) of median income.
- B. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Borough Council, and subject to the Court's approval, permit a moderate income purchaser to buy a low income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low income unit that is sold to a moderate income household shall retain the required pricing and pricing restrictions for a low income unit.
- C. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one (1) year.
- D. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low income household or a moderate income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed thirty-three percent (33%) of the household's eligible monthly income.

Section 516. Limitations on Indebtedness Secured by Ownership Unit; Subordination.

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
- B. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed ninety-five percent (95%) of the maximum allowable resale price of the

unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

Section 517. Capital Improvements to Ownership Units.

- A. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.
- B. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to ten (10) year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

Section 518. Control Periods for Restricted Rental Units.

- A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until High Bridge takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.
- B. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Hunterdon. A copy of the filed document shall be provided to the Administrative Agent within thirty (30) days of the receipt of a Certificate of Occupancy.
- C. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - 1. Sublease or assignment of the lease of the unit;

2. Sale or other voluntary transfer of the ownership of the unit; or
3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

Section 519. Rent Restrictions for Rental Units; Leases.

- A. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
- B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
- C. Application fees (including the charge for any credit check) shall not exceed five percent (5%) of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
- D. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least fifteen percent (15%) of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

Section 520. Tenant Income Eligibility.

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

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

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

Article 5.1. Municipal Housing Liaison.

Section 521. Purpose

The purpose of this article is to create the administrative mechanisms needed for the execution of the Borough of High Bridge's responsibility to promote and oversee the provision of affordable housing pursuant to the Fair Housing Act of 1985.

Section 522. Definitions.

- A. As used in this article, the following terms shall have the meanings indicated:

ADMINISTRATIVE AGENT - The entity duly designated and responsible for administering the affordability controls on low and moderate income units created in the Borough of High Bridge to ensure that the restricted units are affirmatively marketed and sold or rented, as applicable, only to very-low, low and moderate income households.

MUNICIPAL HOUSING LIAISON - The municipal employee duly designated by the governing body with the responsibility for monitoring, reporting oversight and general administration of the affordable housing program for the Borough of High Bridge.

Section 523. Establishment of position and compensation; powers and duties.

- A. Establishment of position of Municipal Housing Liaison. There is hereby established the position of Municipal Housing Liaison for the Borough of High Bridge.
- B. Subject to the approval of the Court, the Municipal Housing Liaison shall be appointed by the governing body and may be a full- or part-time municipal employee.
- C. The Municipal Housing Liaison shall be responsible for monitoring, reporting, oversight and general administration of the affordable housing program for the Borough of High Bridge, including the following responsibilities which may not be contracted out to an Administrative Agent:
 - 1. Serving as the Borough of High Bridge's primary point of contact for all inquiries from the state, affordable housing providers, administrative agents, and interested households;
 - 2. Monitoring the status of all restricted units in the Borough of High Bridge's Housing Element and Fair Share Plan;
 - 3. Compiling, verifying and publishing on the Borough's website all referenced monitoring reports as required by the Court;
 - 4. Coordinating meetings with affordable housing providers and the administrative agent(s) as applicable; and
 - 5. Attending continuing education programs as required to obtain and maintain certification as a Municipal Housing Liaison.
- D. Subject to approval by the Court, the Borough of High Bridge may contract with or authorize a consultant, authority, government or any agency charged by the governing body, which entity shall have the responsibility of administering the affordable housing program of the Borough of High Bridge. If the Borough of High Bridge contracts with another entity to administer all or any part of the affordable housing program, including the affordability controls and affirmative marketing plan, the Municipal Housing Liaison shall supervise the contracting administrative agent.
- E. Compensation. Compensation shall be fixed by the governing body at the time of the appointment of Municipal Housing Liaison.

Article 5.2. Administrative Agent

Section 524. Purpose.

The purpose of this article is to create the administrative mechanisms needed for the execution of the Borough of High Bridge's responsibility to promote and oversee the provision of affordable housing pursuant to the Fair Housing Act of 1985.

Section 525. Establishment of position; powers and duties.

An Administrative Agent may be an independent entity serving under contract to and reporting to the municipality. The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required. The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

A. Affirmative Marketing:

1. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Borough of High Bridge and the provisions of N.J.A.C. 5:80-26.15; and
2. Providing counseling or contracting to provide counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

B. Household Certification:

1. Soliciting, scheduling, conducting and following up on interviews with interested households;
2. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low or moderate income unit;
3. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
4. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;
5. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;

6. Employing a random selection process as provided in the Affirmative Marketing Plan of the Borough of High Bridge when referring households for certification to affordable units; and
7. Notifying the following entities of the availability of affordable housing units in the Borough of High Bridge: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, NAACP New Brunswick Main Branch and Youth Council Branch, the Plainfield Area Branch and the Central Jersey Housing Resource Center.

C. Affordability Controls:

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

D. Resales and Re-rentals:

1. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental; and
2. Instituting and maintaining an effective means of communicating information to low (or very-low) and moderate income households regarding the availability of restricted units for resale or re-rental.

E. Processing Requests from Unit Owners:

1. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;

2. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;
3. Notifying the municipality of an owner's intent to sell a restricted unit; and
4. Making determinations on requests by owners of restricted units for hardship waivers.

F. Enforcement:

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

G. Additional Responsibilities:

1. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

2. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.
3. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

Article 5.3. Affirmative Marketing Requirements.

Section 526. Affordable Marketing Requirements.

- A. The Borough of High Bridge shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- B. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 3 and is required to be followed throughout the period of restriction.
- C. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 3, comprised of Hunterdon, Middlesex and Somerset Counties.
- D. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the Borough of High Bridge shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.
- E. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- F. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.

- G. The affirmative marketing process for available affordable units shall begin at least four (4) months or one hundred twenty (120) days prior to the expected date of occupancy.
- H. Applications for affordable housing shall be available in several locations, including, at a minimum, the Middlesex County Administration Building, Somerset County Administration Building, Somerset County Library Headquarters, Hunterdon County Library Headquarters, Borough Hall and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.
- I. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in High Bridge to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, NAACP New Brunswick Main Branch, Youth Council Branch and Plainfield Area Branch, and the Central Jersey Housing Resource Center.
- J. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

Section 527. Enforcement of Affordable Housing Regulations.

- A. Upon the occurrence of a breach of any of the regulations governing an affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an Owner, Developer or Tenant of a low or moderate income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of sixty (60) days after service of the written notice:
 - 1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
 - a. A fine of not more than five hundred dollars (\$500.00) per day or imprisonment for a period not to exceed ninety (90) days, or both, provided that each and every day that the violation continues or exists shall be

considered a separate and specific violation of these provisions and not a continuation of the initial offense;

- b. In the case of an Owner who has rented a low or moderate income unit in violation of the regulations governing affordable housing units, payment into the Borough of High Bridge Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - c. In the case of an Owner who has rented a low or moderate income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
2. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low or moderate income unit.
- a. The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low and moderate income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.
 - b. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low and moderate income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two (2) years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two (2) year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

- c. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low and moderate income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- d. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low and moderate income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low and moderate income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- e. Failure of the low and moderate income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low and moderate income unit as permitted by the regulations governing affordable housing units.
- f. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Section 528. Appeals.

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Court.

Severability. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

Repealer. Any Ordinances or parts thereof in conflict with the provisions of these Ordinance are hereby repealed as to their inconsistencies only.

Effective Date. This Ordinance shall not take effect until approved by the Court.

NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced to pass on first reading at a regular meeting of the Council of the Borough of High Bridge held on June 14, 2018, and ordered published in accordance with the law. Said Ordinance will be considered for final reading and adoption at a regular meeting of the Borough Council to be held on June 28, 2018 at 7:30 p.m. or as soon thereafter as the Borough Council may hear this Ordinance at the Borough Hall, 97 West Main Street, High Bridge, New Jersey, at which time all persons interested may appear for or against the passage of said Ordinance.

Adam Young
Borough Clerk

Adopted:



Mark Desire, Mayor
Borough Council

Attest:



Adam Young
Borough Clerk

Introduction: 06/14/2018
Publication: 06/21/2018
Planning Board: 06/25/2018
Adoption: 06/28/2018
Publication: 07/05/2018

**BOROUGH OF HIGH BRIDGE
HUNTERDON COUNTY**

ORDINANCE NO. 2018-025

AN ORDINANCE TO AMEND CHAPTER 145 “LAND USE AND DEVELOPMENT FEE ORDINANCE”, ARTICLE 7 “FEES, GUARANTEES, INSPECTIONS AND OFF-TRACT IMPROVEMENTS”, SECTION 704 “DEVELOPER FEES” TO PROVIDE FOR THE COLLECTION OF DEVELOPMENT FEES AS PERMITTED BY THE FAIR HOUSING ACT

WHEREAS, In Holmdel Builder’s Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and the State Constitution, subject to the adoption of Rules by the Council on Affordable Housing (COAH); and

WHEREAS, pursuant to P.L. 2008, c. 46, Section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH was authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that were under the jurisdiction of COAH and that are now before a court of competent jurisdiction and have a Court-approved Spending Plan may retain fees collected from non-residential development; and

WHEREAS, by the Council of the Borough of High Bridge, Hunterdon County, New Jersey, that Chapter 145, Article 7, Section 704 is hereby to include the following provisions regulating the collection and disposition of mandatory development fees to be used in connection with the Borough's affordable housing programs, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

NOW, THEREFORE BE IT ORDAINED, that Article 7, Section 704 “Developer Fees” is hereby deleted in its entirety and replaced as follows:

Section 704. Affordable Housing Development Fees.

A. Purpose.

1. This Ordinance establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very-low, low and moderate income housing in accordance with a Court-approved Spending Plan.

B. Basic Requirements.

1. This Ordinance shall not be effective until approved by the Court.
2. The Borough of High Bridge shall not spend development fees until the Court has approved a plan for spending such fees (Spending Plan).

C. Definitions.

1. The following terms, as used in this Ordinance, shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT - Development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a one hundred percent (100%) affordable housing development.

COAH or the COUNCIL - The New Jersey Council on Affordable Housing established under the Fair Housing Act.

DEVELOPMENT FEE - Money paid by a developer for the improvement of property as authorized by Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990) and the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and regulated by applicable COAH Rules.

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

EQUALIZED ASSESSED VALUE - The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c.123 (C.54:1-35a through C.54:1-35c).

GREEN BUILDING STRATEGIES - Those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

D. Residential Development Fees

1. Imposition of Fees

- a. Within the Borough of High Bridge, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for all new residential development provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.
- b. When an increase in residential density is permitted pursuant to a “d” variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a “bonus” development fee of six percent (6%) of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two (2)-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two (2)-year period preceding the filing of the variance application.

2. Eligible Exactions, Ineligible Exactions and Exemptions for Residential Developments

- a. Affordable housing developments and/or developments where the developer has made a payment in lieu of on-site construction of affordable units, if permitted by Ordinance or by Agreement with the Borough of High Bridge, shall be exempt from the payment of development fees.
- b. Developments that have received preliminary or final site plan approval prior to the adoption of this Ordinance shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where site plan approval is not applicable, the issuance of a Zoning Permit and/or Construction Permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the Development Fee Ordinance in effect on the date that the Construction Permit is issued.
- c. Improvements or additions to existing one and two-family dwellings on individual lots shall not be required to pay a development fee, but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the same lot that was or will be demolished, unless the owner resided in the previous dwelling for a period of one (1) year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.

- d. Homes replaced as a result of a natural disaster (such as a fire or flood) shall be exempt from the payment of a development fee.

E. Non-Residential Development Fees.

1. Imposition of Fees

- a. Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall pay a fee equal to two and one-half percent (2.5%) of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
- b. Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall also pay a fee equal to two and one-half percent (2.5%) of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
- c. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, and such calculation shall be made at the time a final Certificate of Occupancy is issued. If the calculation required under this Section results in a negative number, the non-residential development fee shall be zero.

2. Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development

- a. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to a two and a half percent (2.5%) development fee, unless otherwise exempted below.
- b. The two and a half percent (2.5%) development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.
- c. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.
- d. A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that

event, within three years after that event or after the issuance of the final Certificate of Occupancy for the non-residential development, whichever is later.

- e. If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this Section within forty-five (45) days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Borough of High Bridge as a lien against the real property of the owner.

F. Collection Procedures.

1. Upon the granting of a preliminary, final or other applicable approval for a development, the approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a Construction Permit.
2. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
3. The Construction Official responsible for the issuance of a Construction Permit shall notify the Borough Tax Assessor of the issuance of the first Construction Permit for a development which is subject to a development fee.
4. Within ninety (90) days of receipt of such notification, the Borough Tax Assessor shall prepare an estimate of the equalized assessed value of the development based on the plans filed.
5. The Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the Borough Tax Assessor of any and all requests for the scheduling of a final inspection on a property which is subject to a development fee.
6. Within ten (10) business days of a request for the scheduling of a final inspection, the Borough Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
7. Should the Borough of High Bridge fail to determine or notify the developer of the amount of the development fee within ten (10) business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount

consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c.46 (C.40:55D-8.6).

8. Except as provided in Section E.1.c. hereinabove, fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the Certificate of Occupancy.
9. Appeal of Development Fees
 - a. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by the Borough of High Bridge. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1, *et seq.*, within ninety (90) days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - b. A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within forty-five (45) days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by the Borough of High Bridge. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1, *et seq.*, within ninety (90) days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

G. Affordable Housing Trust Fund.

1. There is hereby created a separate, interest-bearing Affordable Housing Trust Fund to be maintained by the Chief Financial Officer of the Borough of High Bridge for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
2. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - a. Payments in lieu of on-site construction of a fraction of an affordable unit, where permitted by Ordinance or by Agreement with the Borough of High Bridge;

- b. Funds contributed by developers to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
 - c. Rental income from municipally operated units;
 - d. Repayments from affordable housing program loans;
 - e. Recapture funds;
 - f. Proceeds from the sale of affordable units; and
 - g. Any other funds collected in connection with High Bridge's affordable housing program.
3. In the event of a failure by the Borough of High Bridge to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Borough of High Bridge, or, if not practicable, then within the County or the Housing Region.
- a. Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.
4. Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

H. Use of Funds.

- 1. The expenditure of all funds shall conform to a Spending Plan approved by the Court. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by the Court to address the Borough of High Bridge's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not

limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; Regional Housing Partnership programs; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost saving and in accordance with accepted national or State standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by the Court and specified in the approved Spending Plan.

2. Funds shall not be expended to reimburse the Borough of High Bridge for past housing activities.
3. At least thirty percent (30%) of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to low and moderate income households in affordable units included in the municipal Fair Share Plan. One-third (1/3) of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning thirty percent (30%) or less of the median income for Housing Region 3, in which High Bridge is located.
 - a. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.
 - b. Affordability assistance to households earning thirty percent (30%) or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning thirty percent (30%) or less of median income. The specific programs to be used for very-low income affordability assistance shall be identified and described within the Spending Plan.
 - c. Payments in lieu of constructing affordable housing units on site, if permitted by Ordinance or by Agreement with the Borough of High Bridge, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
4. The Borough of High Bridge may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance.
5. No more than twenty percent (20%) of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for

municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program or a rehabilitation program.

- a. In the case of a rehabilitation program, the administrative costs of the rehabilitation program shall be included as part of the twenty percent (20%) of collected development fees that may be expended on administration.
- b. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements.

I. Monitoring.

The Borough of High Bridge shall provide annual reporting of Affordable Housing Trust Fund activity to the State of New Jersey, Department of Community Affairs, Council on Affordable Housing or Local Government Services or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the Borough), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from Borough owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with High Bridge's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

J. Ongoing Collection of Fees.

1. The ability for the Borough of High Bridge to impose, collect and expend development fees shall be permitted through the expiration of the repose period covered by its Judgment of Compliance and shall continue thereafter so long as the Borough of High Bridge has filed an adopted Housing Element and Fair Share Plan with the Court or with a designated State administrative agency, has petitioned for a Judgment of Compliance from the Court or for Substantive Certification or its equivalent from a State administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.
2. If the Borough of High Bridge is not pursuing authorization to impose and collect development fees after the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any

funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (C. 52:27D-320).

3. After the expiration of the Judgment of Compliance, if the Borough does not pursue or obtain continued authorization, the Borough of High Bridge shall not impose a residential development fee on a development that receives preliminary or final site plan approval, retroactively impose a development fee on such a development, or expend any of its collected development fees.

Severability. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

Repealer. Any Ordinances or parts thereof in conflict with the provisions of these Ordinance are hereby repealed as to their inconsistencies only.

Effective Date. This Ordinance shall not take effect until approved by the Court.

NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced to pass on first reading at a regular meeting of the Council of the Borough of High Bridge held on June 14, 2018, and ordered published in accordance with the law. Said Ordinance will be considered for final reading and adoption at a regular meeting of the Borough Council to be held on June 28, 2018 at 7:30 p.m. or as soon thereafter as the Borough Council may hear this Ordinance at the Borough Hall, 97 West Main Street, High Bridge, New Jersey, at which time all persons interested may appear for or against the passage of said Ordinance.

Adam Young
Borough Clerk

Adopted:



Mark Desire, Mayor
Borough Council

Attest:



Adam Young
Borough Clerk



BOROUGH OF HIGH BRIDGE 2018 AFFORDABLE HOUSING TRUST FUND SPENDING PLAN

June 5, 2018

Planning Board Endorsement: June 25, 2018

Council Approval: June 28, 2018



1) INTRODUCTION

The Borough of High Bridge has prepared a Housing Element and Fair Share Plan in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the affordable housing regulations of the New Jersey Department of Community Affairs (the Department) (N.J.A.C. 5:91-1 et seq. and N.J.A.C. 5:93-1 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was approved by the Department on June 24, 1997 and adopted by the municipality on September 11, 1997. An updated ordinance was approved by the Department on September 29, 2009 and adopted by the Borough on December 3, 2009.¹ The ordinance establishes the Borough of High Bridge's affordable housing trust fund for which this spending plan is prepared.

2) REVENUES FOR CERTIFICATION PERIOD

As of March 31, 2018, the Borough of High Bridge has collected \$50,822.27 and expended \$12,280.56, resulting in a balance of \$38,541.71. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Investors Bank for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:93-8.16, as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of third round substantive certification, the Borough of High Bridge considered the following:

(a) Development fees:

1. Residential and non-residential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

¹ Dates from CTM system.

(b) Payment in lieu (PIL):

Actual and committed payments in lieu (PIL) of construction from developers as follows:

- No PILs are anticipated at this time.

(c) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income and proceeds from the sale of affordable units.

- No funds are anticipated at this time.

(d) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate.

- The Borough projects collecting \$51.08 between 2018 and 2025.

The Borough of High Bridge projects a total of \$30,701.48 in revenue to be collected between April 1, 2018 and December 31, 2025. This projected amount, when added to the Borough of High Bridge's trust fund balance as of March 31, 2017, results in an anticipated total revenue of \$69,243.19 available to fund and administer its affordable housing plan. All interest earned on the account shall be used only for the purposes of affordable housing.

Projected Revenues – Affordable Housing Trust Fund									
Source of Funds	2018	2019	2020	2021	2022	2023	2024	2025	Total
(a) Development fees:									
Approved Development		\$6,811							\$6,811
Development Pending Approval									\$0
Projected Development	\$3,406	\$6,811	\$3,406	\$3,406	\$0	\$3,406	\$3,406	\$0	\$23,839
(b) Payments in Lieu of Construction									
(c) Other Funds									
(d) Interest	\$10	\$20	\$5	\$5	\$0	\$5	\$5	\$0	\$51
Total	\$3,416	\$13,643	\$3,411	\$3,411	\$0	\$3,411	\$3,411	\$0	\$30,701.48

*For purposes of projecting revenues, we have utilized historic residential Certification of Occupancy data and projected forward. Projections assume the estimated value of a new home is \$227,040. The value is then multiplied by 1.5%.

3) ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Borough of High Bridge:

(a) Collection of development fee revenues:

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

(b) Distribution of development fee revenues:

The Administration forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this spending plan. The governing body reviews the request for consistency with the spending plan and adopts the recommendation by resolution. The release of the funds requires the adoption of the governing body resolution in accordance with the Court-approved spending plan. Once a request is

approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

4) DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation and new construction programs and projects.

The Borough of High Bridge will dedicate a maximum of \$40,000 for hard costs to rehabilitate four units.

Rehabilitation program: Maximum of \$40,000

New construction project(s): \$0

(b) Affordability Assistance (N.J.A.C. 5:93-8.16).

Municipalities are required to spend a minimum of 30% of development fee revenue to render existing affordable units more affordable and one-third of that amount must be dedicated to very-low income households (i.e. households earning less than 30% of the regional median income). The actual affordability assistance minimums are calculated on an ongoing basis in the CTM system based on actual revenues.²

According to the chart below, the Borough of High Bridge is required to dedicate \$22,940.46 from the affordable housing trust fund to render units more affordable, including \$7,646.82 to render units more affordable to households earning 30% or less of median income by region, as follows:

- Very-low Income Water Heater and Furnace Replacement. The Borough will set aside up to \$5,000 to replace water heaters and furnaces serving very-low income units.
- Very-low Income Rental Assistance. The Borough will set aside up to \$3,000 for very-low income rental assistance. Assistance will be provided on a first-come, first-served basis to income-eligible renters with good credit standing who qualify for an affordable unit.
- Rental Assistance. High Bridge will set aside up to \$10,000 for rental assistance. Assistance will be provided on a first-come, first-served basis to income-eligible renters with good credit standing who qualify for an affordable unit.
- Security Deposit Assistance. High Bridge will set aside up to \$6,000 as a revolving Security Deposit Assistance Fund. An interest-free loan from the fund will be received by an income-eligible renter with good credit standing who qualifies for an affordable unit. The security deposit assistance will be in the form of a loan equal to 1.5 months' rent as a security deposit paid to the landlord on behalf of the tenant. At the

² The Borough will enter data into the CTM system so long as access is given to its staff and professionals.

termination of the lease, the landlord will return the portion of the security deposit it determines to High Bridge along with the interest earned. The tenant will repay any difference between the original security deposit amount and the portion returned by the landlord. Funds returned to the municipality will be placed in the affordable housing trust fund to be used for future security deposit assistance.

AFFORDABILITY ASSISTANCE CALCULATION			
Actual development fees through 3/31/2018		\$	50,102.87
Actual interest earned through 3/31/2018	+	\$	719.40
Development fees projected 2018-2025	+	\$	30,650.40
Interest projected 2018-2025	+	\$	51.08
Less housing activity expenditures through 3/31/2018	-	\$	(5,055.56)
Total	=	\$	76,468.19
Calculate 30 percent	x .30 =	\$	22,940.46
Less Affordability assistance expenditures through 3/31/2018	-	\$	-
Projected Minimum Affordability Assistance Requirement 4/1/2018 through 12/31/2025	=	\$	22,940.46
Projected Minimum Very Low-Income Affordability Assistance Requirement 4/1/2018 through 12/31/2025	÷ 3 =	\$	7,646.82

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

Municipalities are permitted to use affordable housing trust fund revenue for related administrative costs up to a 20% limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis in the CTM system based on actual revenues.

The Borough of High Bridge projects that \$9,079.75 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20% cap, are as follows:

- Township Attorney, Engineer and Planner fees related to obtaining substantive certification as well as consulting fees related to the administration and implementation of the Township’s affordable housing program(s).
- Salaries and benefits for municipal employees for administration and implementation of the housing plan and program(s).
- Fees for administering the Rehabilitation Program and for the Administrative Agent.
- Municipal Housing Liaison and Administrative Agent training and on-going continuing education.
- Completion of annual trust fund and affordable housing activity monitoring as detailed in the Settlement Agreement.
- Completion of very-low income monitoring every three years as detailed in the Settlement Agreement.
- Completion of the mid-point realistic opportunity review due on July 1, 2020 as detailed in the Settlement Agreement

ADMINISTRATIVE EXPENSE CALCULATION		
Actual dev fees and interest thru 3/31/2018		\$ 50,822.27
Projected dev fees and interest 2018 thru 2025	+	\$ 30,701.48
Payments-in-lieu of construction and other deposits thru 3/31/2018	+	\$ -
Less RCA expenditures thru 3/31/2018	-	\$ -
Total	=	\$ 81,523.75
Calculate 20 percent	x .20 =	\$ 16,304.75
Less admin expenditures thru 3/31/2018	-	\$ (7,225.00)
Projected Maximum available for administrative expenses 4/1/2018 thru 12/31/2025	=	\$ 9,079.75

5) EXPENDITURE SCHEDULE

The Borough of High Bridge intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units. It should be noted that the amount spent in a given year for any line item may actually span multiple years in reality. The chart below provides an estimated timeline for expenditure and does not restrict the Borough from spending the money sooner or later in the Third Round period, nor does it prohibit the Borough from spending more or less money in one year assuming the funds are in place to make said expenditure

Projects/Programs	Number of Units Projected	Projected Expenditure Schedule 2018 -2025								
		2018	2019	2020	2021	2022	2023	2024	2025	Total
Rehabilitation	4	\$20,000	\$10,000	\$10,000						\$40,000
Affordability Assistance					\$2,941	\$5,000	\$5,000	\$5,000	\$5,000	\$22,941
Administration		\$3,000	\$1,500	\$1,500	\$302	\$0	\$0	\$0	\$0	\$6,302.19
Total		\$23,000	\$11,500	\$11,500	\$3,243	\$5,000	\$5,000	\$5,000	\$5,000	\$69,243.19

6) EXCESS OR SHORTFALL OF FUNDS

The Borough currently has sufficient funds to cover the hard costs of the Rehabilitation Program. Any administrative costs above and beyond those that cannot be covered by the trust fund will be sourced from the general fund.

In the event more funds than anticipated are collected or projected funds exceed the amount necessary to implement the Fair Share Plan, the Borough will use those excess funds towards rehabilitation or affordability assistance.

7) BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with the Borough of High Bridge's Affordable Housing Ordinance in accordance with [N.J.A.C. 5:97-8.5](#) (which has yet to be adopted).

8) SUMMARY

The Borough of High Bridge intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the Housing Plan Element and Fair Share Plan dated June 6, 2018.

The Borough of High Bridge has a balance of \$38,541.71 as of March 31, 2018 and anticipates an additional \$30,701.48 in revenues through 2025 for a total of \$69,243.19. To date, the Borough has expended a total of \$7,225. This Spending Plan demonstrates the Borough's **commitment to expend** \$69,243.19 through December 31, 2025, including a commitment to expend with respect to the following:

- Commitment to expend a maximum of \$40,000 towards the hard costs of a Rehabilitation Program;
- Commitment to expend up to \$22,941.00 towards affordability assistance; and
- Commitment to expend up to \$6,302.19 towards administrative costs.

SPENDING PLAN SUMMARY		
Balance as of March 31, 2018		\$38,541.71
Projected Revenue 2018-2025		
Development fees	+	\$30,650.40
Payments in lieu of construction	+	\$0.00
Other funds	+	\$0.00
Interest	+	\$51.08
TOTAL REVENUE	=	\$69,243.19
Projected Expenditures 2018-2025		
Funds used for Rehabilitation	-	\$40,000.00
Affordability Assistance	-	\$22,941.00
Administration	-	\$6,302.19
Total Projected Expenditures	=	\$69,243.19
Remaining Balance	=	\$0.00

ATTACHMENT A
AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Affordable Housing in **(REGION 3)**

I. APPLICANT AND PROJECT INFORMATION

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

1a. Administrative Agent Name, Address, Phone Number Megan York c/o CGP&H 101 Interchange Plaza, Suite 301 Cranbury, NJ, 08512 Phone: 609-642-4762		1b. Development or Program Name, Address Borough of High Bridge 97 West Main Street, High Bridge, NJ 08829	
1c. Number of Affordable Units: TBD Number of Rental Units: TBD Number of For-Sale Units: TBD	1d. Price or Rental Range From TBD To TBD		1e. State and Federal Funding Sources (if any) TBD
1f. TBD Age Restricted TBD Non-Age Restricted	1g. Approximate Starting Dates Advertising: Will vary Occupancy: Will vary		
1h. County Hunterdon, Middlesex, Somerset		1i. Census Tract(s): WILL VARY	
1j. Managing/Sales Agent's Name, Address, Phone Number TBD by project			
1k. Application Fees (if any): TBD by project			

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

II. RANDOM SELECTION

The Administrative Agent will assign random numbers to each applicant through a computerized random number generator. The lottery numbers will begin after the last existing lottery number on the High Bridge waiting list. Applicants with existing lottery numbers will retain their lottery numbers.

After the list of applications submitted during the initial lottery period is exhausted, the priority of preliminary applications is established by the date the household submitted their preliminary application (Interest Date).

In addition to the random number assigned to the household and/or the interest date, there are other factors impacting waiting priority which are described below.

- **Regional Preference:** Applicants that indicated that they lived or work in the Affordable Housing Region will be contacted first. Once those applicants are exhausted, applicants outside the region will be contacted.
- **Household Size:** Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no in or out region households with a person for each bedroom size, units will be offered to smaller sized households that do not have a person for each bedroom. The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms, as long as overcrowding is not a factor. A household can be eligible for more than one unit category.
- **Fully Accessible Units:** A household with a person with physical disabilities will get preference on the waiting list because of the very limited number of accessible units. If there is more than one household with a person with physically disabilities on the waiting list, in region households with a person for each bedroom will be contacted first. Applicants must provide a letter from their doctor stating what kind of accommodation they require as a result of their disability.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

White (non-Hispanic)
 Black (non-Hispanic)
 Hispanic
 American Indian or Alaskan Native
 Asian or Pacific Islander
 Other group:

3b. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE COAH REGION 3			
Daily Newspaper			
<input type="checkbox"/>		Star-Ledger	
TARGETS PARTIAL COAH REGION 3			
Daily Newspaper			
<input type="checkbox"/>		Home News Tribune	Middlesex, Somerset, Union
<input type="checkbox"/>		Courier News	Somerset and Hunterdon
Weekly Newspaper			
<input type="checkbox"/>		Beacon	Hunterdon
<input type="checkbox"/>		Delaware Valley News	Hunterdon
<input checked="" type="checkbox"/>	Once at the start of the affirmative marketing process	Hunterdon County Democrat / Hunterdon Observer	Hunterdon
<input type="checkbox"/>		Hunterdon Review	Hunterdon
<input type="checkbox"/>		Amboy Beacon	Middlesex
<input type="checkbox"/>		Colonia Corner	Middlesex
<input type="checkbox"/>		Cranbury Press	Middlesex
<input type="checkbox"/>		East Brunswick Sentinel	Middlesex
<input type="checkbox"/>		Edison Sentinel	Middlesex
<input type="checkbox"/>		South Brunswick Post	Middlesex
<input type="checkbox"/>		South Plainfield Observer	Middlesex
<input type="checkbox"/>		Suburban, The	Middlesex
<input type="checkbox"/>		Princeton Packet	Middlesex, Somerset
<input checked="" type="checkbox"/>	Once at the start of the affirmative marketing process	Sentinel, The	Middlesex, Somerset
<input type="checkbox"/>		Atom Tabloid & Citizen Gazette	Middlesex, Union

<input type="checkbox"/>		Parsippany Life	Morris
<input type="checkbox"/>		Echoes Sentinel	Morris, Somerset
<input type="checkbox"/>		Bernardsville News	Somerset
<input type="checkbox"/>		Branchburg News	Somerset
<input type="checkbox"/>		Chronicle	Somerset
<input type="checkbox"/>		Hills-Bedminster Press	Somerset
<input type="checkbox"/>		Hillsborough Beacon	Somerset
<input type="checkbox"/>		Manville News	Somerset
<input type="checkbox"/>		Messenger-Gazette	Somerset
<input type="checkbox"/>		Reporter	Somerset
<input type="checkbox"/>		Somerset Spectator	Somerset
Monthly Newspaper			
<input type="checkbox"/>		About Our Town/Community News	Middlesex, Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 3			
<input type="checkbox"/>		2 WCBS-TV CBS Broadcasting, Inc.	
<input type="checkbox"/>		3 KYW-TV CBS Broadcasting, Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc. (Walt Disney)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc. (Walt Disney)	
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		11 WPIX WPIX, Inc. (Tribune)	
<input type="checkbox"/>		12 WHYY-TV WHYY, Inc.	
<input type="checkbox"/>		13 WNET	

		Educational Broadcasting Corporation	
<input type="checkbox"/>		17 WPHL-TV Tribune Company	
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, LLC	
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	
<input type="checkbox"/>		41 WXTV WXTV License Partnership, G.P. (Univision Communications, Inc.)	
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		57 WPSG CBS Broadcasting, Inc.	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, LLC	
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corporation	
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	
<input type="checkbox"/>		68 WFUT-TV Univision New York, LLC	Spanish
TARGETS PARTIAL COAH REGION 3			
<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Hunterdon
<input type="checkbox"/>		46 W46BL Maranatha Broadcasting Company, Inc.	Hunterdon
<input type="checkbox"/>		51 WTVE Reading Broadcasting, Inc.	Hunterdon (Christian)
<input type="checkbox"/>		25 W25BB New Jersey Public Broadcasting Authority	Hunterdon, Middlesex
<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed TV Association	Hunterdon, Somerset
<input type="checkbox"/>		56 WOLF-TV Wolf License Corp.	Hunterdon, Somerset

<input type="checkbox"/>		60 WBPB-TV Sonshine Family Television Corp.	Hunterdon, Somerset
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Middlesex, Somerset
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	Middlesex, Somerset
<input type="checkbox"/>		66 WFME-TV Family Stations of New Jersey, Inc.	Middlesex, Somerset (Christian)
<input type="checkbox"/>		25 WNYE-TV New York City Dept. of Info., Technology & Telecommunications	Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL COAH REGION 3			
<input type="checkbox"/>		Comcast of Northwest NJ, Southeast Pennsylvania	Partial Hunterdon
<input type="checkbox"/>		Patriot Media & Communications	Partial Hunterdon, Somerset
<input type="checkbox"/>		Service Electric Cable TV of Hunterdon	Partial Hunterdon
<input type="checkbox"/>		Cablevision of Raritan Valley	Partial Middlesex, Somerset
<input type="checkbox"/>		Comcast of Central NJ, NJ (Union System)	Partial Middlesex
<input type="checkbox"/>		Comcast of Plainfield	Partial Middlesex, Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 3			
AM			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
<input type="checkbox"/>		WWTR 1170	
<input type="checkbox"/>		WTTM 1680	Spanish, Asian, etc.
FM			
<input type="checkbox"/>		WFNY-FM 92.3	

<input type="checkbox"/>		WPAT-FM 93.1	Spanish
<input type="checkbox"/>		WNYC-FM 93.9	
<input type="checkbox"/>		WPST 94.5	
<input type="checkbox"/>		WFME 94.7	
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WSKQ-FM 97.9	Spanish
<input type="checkbox"/>		WRKS 98.7	
<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WBAI 99.5	
<input type="checkbox"/>		WPHI-FM 100.3	
<input type="checkbox"/>		WCBS-FM 101.1	
<input type="checkbox"/>		WKXW-FM 101.5	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WPRB 103.3	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WDAS-FM 105.3	
<input type="checkbox"/>		WLTW 106.7	
TARGETS PARTIAL COAH REGION 3			
AM			
<input type="checkbox"/>		WFIL 560	Hunterdon
<input type="checkbox"/>		WIP 610	Hunterdon
<input type="checkbox"/>		WAEB 790	Hunterdon
<input type="checkbox"/>		WCHR 1040	Hunterdon
<input type="checkbox"/>		WGPA 1100	Hunterdon
<input type="checkbox"/>		WEEX 1230	Hunterdon
<input type="checkbox"/>		WKAP 1470	Hunterdon

<input type="checkbox"/>		WRNJ 1510	Hunterdon
<input type="checkbox"/>		WWJZ 640	Hunterdon, Middlesex
<input type="checkbox"/>		WPHY 920	Hunterdon, Middlesex
<input type="checkbox"/>		WPHT 1210	Hunterdon, Middlesex
<input type="checkbox"/>		WBUD 1260	Hunterdon, Middlesex
<input type="checkbox"/>		WMCA 570	Middlesex (Christian)
<input type="checkbox"/>		WIMG 1300	Middlesex
<input type="checkbox"/>		WCTC 1450	Middlesex, Somerset
FM			
<input type="checkbox"/>		WRTI 90.1	Hunterdon
<input type="checkbox"/>		WCVH 90.5	Hunterdon
<input type="checkbox"/>		WHYY-FM 90.9	Hunterdon
<input type="checkbox"/>		WXTU 92.5	Hunterdon
<input type="checkbox"/>		WAEB-FM 104.1	Hunterdon
<input type="checkbox"/>		WFKB 107.5	Hunterdon
<input type="checkbox"/>		WMMR 93.3	Hunterdon, Middlesex
<input type="checkbox"/>		WYSP 94.1	Hunterdon, Middlesex
<input type="checkbox"/>		WBEN-FM 95.7	Hunterdon, Middlesex
<input type="checkbox"/>		WRDW-FM 96.5	Hunterdon, Middlesex
<input type="checkbox"/>		WOGI 98.1	Hunterdon, Middlesex
<input type="checkbox"/>		WUSL 98.9	Hunterdon, Middlesex
<input type="checkbox"/>		WIOQ 102.1	Hunterdon, Middlesex
<input type="checkbox"/>		WMGK 102.9	Hunterdon, Middlesex
<input type="checkbox"/>		WJJZ 106.1	Hunterdon, Middlesex
<input type="checkbox"/>		WKDN 106.9	Hunterdon, Middlesex (Christian)
<input type="checkbox"/>		WAXQ 104.3	Hunterdon, Middlesex, Somerset
<input type="checkbox"/>		WNTI 91.9	Hunterdon, Somerset
<input type="checkbox"/>		WZZO 95.1	Hunterdon, Somerset
<input type="checkbox"/>		WCTO 96.1	Hunterdon, Somerset
<input type="checkbox"/>		WLEV 100.7	Hunterdon, Somerset
<input type="checkbox"/>		WNJT-FM 88.1	Middlesex

<input type="checkbox"/>		WRSU-FM 88.7	Middlesex
<input type="checkbox"/>		WWFM 89.1	Middlesex
<input type="checkbox"/>		WWPH 107.9	Middlesex
<input type="checkbox"/>		WDVR 89.7	Middlesex, Somerset
<input type="checkbox"/>		WVPH 90.3	Middlesex, Somerset
<input type="checkbox"/>		WMGQ 98.3	Middlesex, Somerset
<input type="checkbox"/>		WBLS 107.5	Middlesex, Somerset

3c. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters)
(Check all that applies)

	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 3			
Weekly			
	Nuestra Comunidad	Central/South Jersey	Spanish-Language
Monthly			
<input type="checkbox"/>	Sino Monthly	North Jersey/NYC area	Chinese-American
TARGETS PARTIAL COAH REGION 3			
Daily			
<input type="checkbox"/>	24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly			
<input type="checkbox"/>	Arab Voice Newspaper	North Jersey/NYC area	Arab-American
<input type="checkbox"/>	Catholic Advocate, The	Essex County area	Catholic
<input type="checkbox"/>	La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>	Amerika Magyar Nepszava (American Hungarian Peoples' Voice)	Central/North Jersey	Hungarian-Language
<input type="checkbox"/>	New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>	Nuestra Comunidad	Central/South Jersey	Spanish-Language
<input type="checkbox"/>	Desi NJ	Central Jersey	South Asian
<input type="checkbox"/>	Ukrainian Weekly	New Jersey	Ukrainian Community

3d. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)			
DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION
Hunterdon County			
<input type="checkbox"/>		Merck & Co.	1 Merck Dr., Whitehouse Station
<input checked="" type="checkbox"/>	A flyer will be mailed once at the start of the affordable marketing process	Hunterdon Medical Center	2100 Wescott Drive, Flemington, NJ 08822
<input type="checkbox"/>		Foster Wheeler	Perryville Corporate Park, Clinton, NJ 08809-4000
<input type="checkbox"/>		Chubb Insurance Co.	202 Halls Mill Rd., Whitehouse Station, NJ 08889
<input checked="" type="checkbox"/>	A flyer will be mailed once at the start of the affordable marketing process	Exxon-Mobil Research & Engineering	1545 US Highway 22 E., Annandale, NJ 08801
<input type="checkbox"/>		New York Life	110 Cokesbury Rd, Lebanon
Middlesex County			
<input type="checkbox"/>		Bristol-Myers Squibb	1 Squibb Dr, New Brunswick, NJ 08901
<input type="checkbox"/>		Merrill Lynch & Company	800 Scudders Mill Rd, Plainsboro
<input type="checkbox"/>		Johnson & Johnson	1 Johnson & Johnson Plaza, New Brunswick
<input type="checkbox"/>		Prudential Insurance Company	44 Stelton Rd. # 130, Piscataway
<input type="checkbox"/>		Robert Wood Johnson University Hospital	1 Robert Wood Johnson Pl., New Brunswick, NJ 08901
<input type="checkbox"/>		Silverline Building Products	207 Pond Ave, Middlesex, NJ 08846
<input type="checkbox"/>		St. Peter's University Hospital	254 Easton Ave., New Brunswick
<input type="checkbox"/>		Telecordia Technology	444 Hoes Ln., Piscataway
<input type="checkbox"/>		J.F.K. Medical Center	65 James Street, Edison, NJ 08818
<input type="checkbox"/>		Raritan Bay Medical Center	530 New Brunswick Av., Perth Amboy, NJ 08861
<input type="checkbox"/>		Amerada Hess Corporation	405 Main St., Woodbridge and 679 Convery Blvd., Perth Amboy
<input checked="" type="checkbox"/>	A flyer will be mailed once at the start of the affordable marketing process	Dow Jones & Company	54 Eddington Ln., Monroe Twp
<input type="checkbox"/>		Siemens AG	755 College Rd. E., Princeton
<input checked="" type="checkbox"/>	A flyer will be mailed once at the start of the affordable marketing process	AT&T	1 Highway Ter., Edison
<input type="checkbox"/>		Engelhardt Corporation	101 Wood Ave. S., Metuchen
Somerset County			
<input type="checkbox"/>		AT&T	1414 Campbell St., Rahway
<input type="checkbox"/>		ABC Limousine	574 Ferry St., Newark

<input type="checkbox"/>		Bloomberg LP	1350 Liberty Ave., Hillside
<input type="checkbox"/>		Courier News	1091 Lousons Road, PO Box 271, Union, NJ
<input type="checkbox"/>		Emcore Corp.	800 Rahway Ave. Union, NJ
<input type="checkbox"/>		Ethicon, Inc.	1515 West Blancke Street, Bldgs 1501 and 1525, Linden, NJ
<input type="checkbox"/>		ICI Americas, Inc.	450 West First Ave., Roselle, NJ
<input type="checkbox"/>		ITW Electronic Component Packaging	600 Mountain Ave., Murray Hill, NJ
<input checked="" type="checkbox"/>		Sanofi Aventis	400 Somerset Corporate Blvd., Bridgewater, NJ 08807
<input checked="" type="checkbox"/>		Independence Technology, LLC	45 Technology Drive Warren, NJ 07059
<input type="checkbox"/>		Ortho-Clinical Diagnostics, Inc.	1401 Park Ave. South, Linden
<input type="checkbox"/>		Hooper Holmes, Inc.	170 Mount Airy Rd., Basking Ridge, NJ 07920

3e. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)		
Name of Group/Organization	Outreach Area	Duration & Frequency of Outreach
Fair Share Housing Center	Statewide	1 notice when units are first available
Latino Action Network	Statewide	1 notice when units are first available
New Jersey State Conference of NAACP	Statewide	1 notice when units are first available
NAACP New Brunswick Main Branch and Youth Council Branch	Middlesex & Somerset Counties	1 notice when units are first available
NAACP Plainfield Area Branch	Plainfield & surrounding communities	1 notice when units are first available
Central Jersey Housing Resource Center	Somerset County	1 notice when units are first available

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
<input type="checkbox"/>	BUILDING	LOCATION
<input checked="" type="checkbox"/>	Middlesex County Administration Bldg.	75 Bayard Lane, New Brunswick, NJ 08903
<input checked="" type="checkbox"/>	Somerset County Admin. Bldg.	20 Grove Street, Somerville, NJ 08876
<input checked="" type="checkbox"/>	Somerset County Library Headquarters	1 Vogt Drive, Bridgewater, NJ 08807
<input checked="" type="checkbox"/>	Hunterdon County Library Headquarters	314 State Highway 12, Flemington, NJ 08822
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
Municipal Building, 97 West Main Street, High Bridge, NJ 08829; Michael Pappas, MHL		
High Bridge Library, 71 Main Street, High Bridge, NJ 08829		
4c. Sales/Rental Office for units (if applicable) Will vary based on development		

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's COAH substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI funding).	
<hr/>	
Name (Type or Print)	
<hr/>	
Title/Municipality	
<hr/>	
Signature	Date
<hr/>	<hr/>

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**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**A RESOLUTION APPOINTING MICHAEL PAPPAS AS THE MUNICIPAL
HOUSING LIAISON FOR THE BOROUGH OF HIGH BRIDGE**

RESOLUTION: 187-2018

DATE: 06/28/2018

WHEREAS, the Borough of High Bridge has petitioned the Superior Court of New Jersey for a Declaratory Judgment that its adopted 2018 Housing Element and Fair Share Plan is compliant with its constitutional obligation to provide its fair share of the regional need for very-low, low, and moderate income housing; and

WHEREAS, the Borough's adopted 2018 Housing Element and Fair Share Plan will result in the creation of housing units affordable to and intended for occupancy solely by qualified very-low, low, and moderate income households; and

WHEREAS, Mr. Pappas shall be required to complete all training to achieve an Affordable housing Professional Certificate, which is provided by the Affordable Housing Professionals of New Jersey and the Center for Government Services at Rutgers. This Certificate will serve as the qualification to serve as the Borough's Municipal Housing Liaison. Mr. Pappas shall obtain said Certificate by December 31, 2018; and

WHEREAS, the Borough Council of the Borough of High Bridge has determined to appoint and designate Michael Pappas as its Municipal Housing Liaison, to fulfill the duties set forth in Ordinance 2018-024, creating the position of Municipal Housing Liaison; and

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of High Bridge, County of Hunterdon, that the Borough of High Bridge hereby appoints Michael Pappas as its designated Municipal Housing Liaison.

Approved this 28th day of June, 2018

ATTEST:



Adam Young
Acting Municipal Clerk



Mark Desire
Mayor

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**APPOINTING ADMINISTRATIVE AGENTS TO ADDRESS
THE BOROUGH OF HIGH BRIDGE
AFFORDABLE HOUSING OBLIGATIONS**

RESOLUTION: 154-2018

ADOPTED: 05/24/2018

WHEREAS, the Borough of High Bridge petitioned the Superior Court of New Jersey for a Declaratory Judgment to determine that the Borough's proposed Housing Element and Fair Share Plan is compliant with its constitutional obligation to provide its fair share of the regional need for very-low, low, and moderate income housing; and

WHEREAS, the Borough's proposed 2018 Housing Element and Fair Share Plan ("Plan") will result in the creation of housing units affordable to and intended for occupancy solely by qualified very-low, low, and moderate income households; and

WHEREAS, the Borough's Plan has a rehabilitation component and third round component and the Borough requires the assistance of an Administrative Agent for the Borough's rehabilitation program and third round program; and

WHEREAS, the Borough has received proposals from Community Grants, Planning and Housing ("CGP&H"), Triad Associates ("Triad") and Community Action Services ("CAS") for such administrative services; and

WHEREAS, the Borough Council of the Borough of High Bridge has reviewed the proposals and has determined to retain and designate CAS as its Administrative Agent for its rehabilitation program and CGP&H its Administrative Agent for all other components of the Housing Element and Fair Share Plan; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of High Bridge, County of Hunterdon, State of New Jersey, that

1. The Borough hereby approves the retention of Community Action Services, P.O. Box 6025, East Brunswick, New Jersey 08816 as its Administrative Agent for the Borough's rehabilitation program in accordance with the terms of CAS's April 2018 proposal for Housing Rehabilitation Program Administrative Agent Services, at a cost not to exceed \$4,750 for preparation of the Housing Rehabilitation Manual and \$3,300 per completed unit for Housing Rehabilitation Program Management, as set forth in the proposal.
2. The Borough hereby approves the retention of Community Grants, Planning and Housing, 101 Interchange Plaza, Suite 301, Cranbury, New Jersey 08512 as its Administrative Agent for all other administrative services set forth in the Borough's Housing Element and Fair Share Plan, including but not limited to the Borough's

operating manual and affirmative marketing plan, in accordance with the terms of the April 16, 2018 proposal submitted by CPG&H for Affordable Housing Administrative Agent and Housing Rehabilitation Administration, at a cost to the Borough not to exceed \$1,500 per year for the project setup fee, not to exceed \$1,000 per year for general administrative services and reimbursement of expenses not to exceed \$350, as set forth in the proposal; and

3. That the Mayor and the Acting Clerk are authorized to execute Agreements with CAS and CGP&H on behalf of the Borough of High Bridge.
4. This Resolution shall take effect immediately.

ATTEST:



Adam Young
Acting Municipal Clerk



Mark Desire
Mayor

CERTIFICATION

I, Adam Young, Acting Borough Clerk of the Borough of High Bridge, hereby certify that this resolution was duly adopted by the Borough of High Bridge Council at a meeting duly held on the 24th day of May, 2018; that this resolution has not been amended or repealed; and that it remains in full force and effect as of the date I have subscribed my signature.



Adam Young, Acting Borough Clerk