



# **EXHIBIT A**

**February 4, 2026**

## **Amended Fourth Round Housing Element & Fair Share Plan (“HEFSP”)**

The Township of Berkeley Heights filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the “Program”) and a declaratory judgment action pursuant to N.J.S.A. 52:27D-301 et. seq. (the “Fair Housing Act”), entitled “In the Matter of the Application of the Township of Berkeley Heights,” Docket No. UNN-L-340-25, on January 23, 2025. The Township received two objections to the Township’s binding resolution challenging the DCA’s calculation of its fair share obligations, one from the New Jersey Builder’s Association on February 27, 2025 and one from Fair Share Housing Center (“FSHC”) on February 28, 2025. The Court held settlement conferences in March of 2025, so the parties could negotiate a Fourth Round affordable housing obligations Mediation Agreement. The Township and FSHC entered said Mediation Agreement, which was thereafter filed with the Program and the Court on March 28, 2025. The Court entered an Order on April 14, 2025, setting the Township’s Fourth Round fair share obligations as a Present Need of 0 units and a Prospective Need of 240 units, which no party appealed, and ordering the Township to file a Fourth Round Housing Element and Fair Share Plan (“HEFSP”) by June 30, 2025. The Township filed its Fourth Round HEFSP on June 26, 2025. On August 29, 2025, FSHC filed a letter pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township’s Fourth Round HEFSP seeking additional compliance information and documentation before the HEFSP is approved by the Program and/or the Court. The Township and FSHC agreed to amicably resolve the issues set forth in FSHC’s letter through a Consent Order dated December 8, 2025, which further clarifies the Township’s compliance mechanisms through specific amendments to its Fourth Round HEFSP.

In concordance with the signed Consent Order filed with the Court on December 8, 2025, the Township will revise the Third and Fourth crediting tables to allocate bonus credits and provide the basis for the claimed bonus credits. This amendment consisting of the Third and Fourth Round crediting charts below shall amend and supplement the Fourth Round HEFSP for the Township of Berkeley Heights adopted by the Planning Board on June 25, 2025 and endorsed by the Township Council on June 26, 2025 by Resolution No. 2025-198. The statutory requirements for a Housing Element and Fair Share Plan (HEFSP) have been satisfied within the HEFSP adopted by the Planning Board on June 25, 2025. This document is to serve as an amendment to the HEFSP adopted by the Planning Board on February 18, 2026.

### Third Round

For the Third Round, the Township prepared a Vacant Land Adjustment (“VLA”) which determined the Township had a realistic development potential (“RDP”) of 359. The Third Round RDP was approved by the Court via a conditional Judgment of Compliance and Repose (“JOR”) Order entered on October 12, 2017, followed by a final JOR Order entered on June 21, 2018. As revised and agreed upon through this amended HEFSP, the RDP of 359 is satisfied through 363 units/credits, therefore generating a Third Round Unmet Need obligation of 26 units. The Township satisfies its Third Round obligation as follows:

<b>Amended Fourth Round Housing Element &amp; Fair Share Plan (“HEFSP”) dated February 4, 2026</b>				
<b>Existing and Proposed Projects and Bonus Credits Addressing the Third Round Prospective Need Obligation</b>				
<b>Township of Berkeley Heights, Union County, NJ</b>				
<b>Third Round Obligation</b>		<b>389</b>		
<b>Third Round RDP</b>		<b>359</b>		
<b>Mechanism</b>	<b>Completed Affordable Units</b>	<b>Proposed Affordable Units</b>	<b>Bonus Credits</b>	<b>TOTAL AFFORDABLE UNITS AND BONUS CREDITS</b>
<b>Inclusionary Projects</b>	<b>120</b>	<b>58</b>	<b>89</b>	<b>267</b>
<b>Connell Site</b> 500 Connell Drive Block 4102, Lot 1; Block 4301, Lots 1.02, 1.011, and 1.012	-	45 (F)(R)	18 (RBC) (α)	<b>63</b>
<b>The Clarus</b> 434 Springfield Ave Block 702, Lot 18.01	32 (F)(R)	-	32 (RBC) (α)	<b>64</b>
<b>The Terrace</b> 450 Springfield Ave Block 702, Lot 13	3 (F)(R)	-	3 (RBC) (α)	<b>6</b>
<b>Carriages at Berkeley Heights</b> 1 Peacock Lane Block 1301, Lot 19	20 (F)(S)	-	-	<b>20</b>
<b>Modera Berkeley Heights (“Mill Creek”)</b> 91 Lone Pine Drive Block 703, Lots 4 and 8	26 (F)(R)	-	26 (RBC) (α)	<b>52</b>
<b>Berkeley Crossing I</b> 633 Springfield Avenue Block 502, Lots 1, 2, 4 and 5	8 (F)(R)	-	8 (RBC) (α)	<b>16</b>
<b>Berkeley Crossing II (“Mondelli Property”)</b> 182 Plainfield Avenue Block 614, Lot 3	2 (F)(R)	-	2 (RBC) (α)	<b>4</b>
<b>391 Springfield Ave, LLC (“Clocktower Commons”)</b> 389 Springfield Avenue Block 208, Lot 20	3 (F)(R)	-	-	<b>3</b>

<b>735 Springfield Avenue LLC</b> 714-730 Springfield Avenue Block 504, Lots 1 and 2	-	3 (F)(R)	-	3
<b>Terrace II</b> 458 Springfield Ave and 230 Sherman Ave Block 702, Lots 4 and 6	-	7 (F)(R)	-	7
<b>311 Springfield Ave</b> Block 302, Lot 11	-	3 (F)(R)	-	3
<b>The Highlands at Berkeley Heights ("Wren Court")</b> Block 301.08, Lots 1-10, 12	11 (F)(S)	-	-	11
<b>Cottage Lane I ("Tudor Court I")</b> Block 614.01, Lots 1-4; Block 614.02, Lots 1-4; Block 614.03, Lots 1-4; Block 614.04, Lots 1-3	3 (F)(S)	-	-	3
<b>Cottage Lane II ("Tudor Court II")</b> Block 1301, Lots 9.07, 9.08, 9.09, 9.10, 9.11, and 9.12	6 (F)(S)	-	-	6
<b>Cottage Street Station Court</b> Block 1301, Lot 8.10	2 (F)(S)	-	-	2
<b>Berkeley Village</b> Block 1301, Lots 7.10, 7.11, 7.17, and 7.18	4 (F)(S)	-	-	4
<b>Age-Restricted Housing</b>	58	-	-	58
<b>Woodcrest at Berkeley Heights</b> 100 Locust Ave Block 1901, Lot 35	29 (AR)(R)	-	-	29
<b>Park Edge</b> Block 301, Lot 6	29 (AR)(R)	-	-	29
<b>RCA Credits with Newark</b>	38 (RCA)	-	-	38
<b>TOTAL AFFORDABLE UNITS CONTRIBUTING TOWARD RDP</b>	274		-	-
<b>TOTAL BONUS CREDITS CONTRIBUTING TOWARD RDP (max 25% of 359-unit Third Round RDP = 89)</b>	-		89 (RBC)	-
<b>TOTAL UNITS AND CREDITS CONTRIBUTING TOWARD RDP</b>	363			
<b>Third Round Unmet Need</b>	26			
<b>Mechanism</b>	<b>Completed Affordable Housing Units</b>	<b>Proposed Affordable Units</b>	<b>Bonus Credits</b>	<b>TOTAL AFFORDABLE UNITS AND BONUS CREDITS</b>
<b>Inclusionary Zoning in Downtown Districts (HB-2, HB-3, DD, and DMX)</b>	-	26	-	26
<b>Mandatory Set-Aside Ordinance</b> (Required min. affordable set-aside of 15% for rental units and 20% for for-sale units for developments of 5 or more units)	-	TBD	-	TBD



<b>Connell Site</b> Connell Drive Block 4102, Lot 1; Block 4301, Lots 1.02, 1.011, and 1.012	-	96 (F)(R)	48 (BC) (a)	144	<b>480</b> <b>(384 market; 96 affordable)</b>
<b>Nokia Bell Labs Campus Project</b> 600 Mountain Avenue Block 3701, Lot 1	-	60 (AR)(R)	12 (BC) (a)	72	<b>300</b> <b>(240 market; 60 affordable)</b>
<b>100% Affordable Housing</b>	-	<b>24</b>	-	<b>24</b>	<b>24</b>
<b>24-unit 100% Affordable Housing Project (b)</b>	-	24 (F)(R)	-	24	<b>24</b> <b>(0 market; 24 affordable)</b>
<b>TOTAL FOURTH ROUND AFFORDABLE UNITS</b>		<b>180</b>	-	-	<b>-</b>
<b>TOTAL FOURTH ROUND BONUS CREDITS (max 25% of 240-unit Fourth Round Prospective Need obligation = 60)</b>		-	<b>60 (BC)</b>	-	<b>-</b>
<b>TOTAL FOURTH ROUND CREDITS AND UNITS</b>			<b>240</b>		<b>804</b>

(a) Per N.J.S.A 52:27D-311(k), a municipality shall “receive one unit of credit and one-half bonus credit for a unit of low- or moderate-income housing constructed on land that is or was previously developed and utilized for retail, office, or commercial space.”

(b) The Township shall identify the location for the proposed 100% affordable site by March 15, 2026. The Township agrees it shall demonstrate site control by July 1, 2026. The Township agrees that it shall provide a pro forma of construction costs and anticipated sources of funds by December 31, 2026. The Township agrees that it shall secure funding for the site by July 1, 2027 in order to allow the development to begin construction within two years. If the Township does not meet any of the above deadlines which the parties agree are necessary components of moving the site toward construction and creating a realistic opportunity, then the corresponding 24 affordable units are to be constructed on the Connell Site as an inclusionary component. In this scenario, an additional 120 units are to be constructed on the Connell Site, which is to include 24 affordable family rental units (20% set-aside).

(F) = Family

(R) = Rental

(AR) = Age-Restricted

(BC) = Bonus Credit

# **Township of Berkeley Heights Union County, New Jersey**

## **Township Council Public Meeting March 16, 2026 6:30 P.M.**

Adequate notice of this meeting has been provided by forwarding a copy to the Courier News, Star Ledger and posting on the Township website, at least forty-eight hours prior to the meeting, all in accordance with the Open Public Meetings Act.

### **COUNCIL MEMBERS:**

John Foster - President  
Margaret Illis  
Bill Machado  
Alvaro Medeiros  
Andrew Moran  
Susan Poage – Vice President  
Angie Devanney- Mayor

### **AGENDA FOR PUBLIC MEETING**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. FLAG SALUTE**

**IV. CONFERENCE SESSION -**

1. 2026 Capital Budget
  - DPW
  - Wastewater Treatment Plant
  - Police
  - Fire
  - Engineering
2. Proposed E-Bike Ordinance

**V. REGULAR AGENDA**

**VI. APPROVAL OF MINUTES**

Public Meetings: March 3, 2026

**VII. CITIZENS HEARING - (3) minutes per resident**

Comments are welcome during the public comment period during this meeting on any matter over which the Township has jurisdiction. To make your comment, the speaker must come forward to the microphone and state his/her name and address for the record. Each speaker is limited to 3 minutes. The Mayor and/or Council will keep time. Please promptly yield the floor when time is called and return to your seat. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

**VIII. NEW BUSINESS – RESOLUTIONS OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:**

**RESOLUTIONS**

130. Resolution authorizing improvements to the intersection of Twin Falls Road and Diamond Hill Road.

**CONSENT AGENDA** – All matters listed under Consent Agenda are considered routine by the Township Council and will be enacted upon by one motion; there will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

**Resolution No. 2026-**

131. Resolution approving Bill List dated March 16, 2026, in the amount of \$656,117.94.
132. Resolution authorizing the employment agreement with Frank Mea, Jr. for Police Chief.
133. Resolution authorizing the application for a grant from the Association of New Jersey Environmental Commissions (ANJEC) for Open Space Stewardship Projects for an Environmental Resource Inventory.
134. Resolution authorizing the adaption of Current Fund temporary emergency appropriations prior to the adoption of the 2026 budget in accordance with N.J.S.A. 40A:4-20.
135. Resolution authorizing the temporary ceremonial renaming of a street segment as “Leo Messi Way” in connection with the 2026 FIFA World Cup celebration.
136. Resolution consenting to the 2026 Berkeley Heights Downtown Summer Block Party on Sunday, June 7, 2026.
137. Resolution authorizing the Clerk to proceed with going out to bid for the Emerson Lane Improvement project utilizing NJDOT Municipal Aid Grant funds.
138. Resolution amending Resolution 2025-341 which awarded a contract to Quikteks Business Technology Solutions for Managed IT and Offsite Backup services to amend the scope of services and reduce the contract not to exceed amount.
139. Resolution authorizing the execution of a contract with Quikteks Business Technology Solutions, for the purchase of annual subscription software on behalf of the Township.

140. Resolution of the Township Council of the Township of Berkeley Heights endorsing an amended Fourth Round Housing Element and Fair Share Plan (HEFSP).
141. Resolution of the Township Council of the Township of Berkeley Heights approving a Fourth Round Affordable Housing Trust Fund Spending Plan and requesting court approval of the Spending Plan.
142. Resolution of the Township Council of the Township of Berkeley Heights adopting an Affirmative Marketing Plan.
143. Resolution of the Township Council of the Township of Berkeley Heights adopting an Administrative Agent Operating Manual.
144. Resolution of the Township Council of the Township of Berkeley Heights adopting an Affordability Assistance Program Manual.
145. Resolution awarding a professional services contract to Neglia Group for construction management and grant administration services for The Safe Streets to Transit 2024 Project.

**IX. ORDINANCE(S) FOR PUBLIC HEARING AND FINAL ADOPTION:**

*Ordinance(s) Introduced on March 3, 2026*

**Ordinance 2026-02**

AMENDMENTS TO THE MIXED USE (MU) ZONE AND ESTABLISHING THE MIXED USE (MU) OVERLAY ZONE

**X. TOWNSHIP COUNCIL REPORTS**

- A. John Foster - President
- B. Margaret Illis
- C. Bill Machado
- D. Alvaro Medeiros
- E. Andrew Moran
- F. Susan Poage – Vice President

**ADMINISTRATION REPORTS**

Mayor Devanney  
Liza Viana

**XI. EXECUTIVE SESSION – Contract Negotiations with Board of Education**

**XII. ADJOURNMENT**

**Angela Lazzari, Township Clerk**

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

**RESOLUTION AUTHORIZING IMPROVEMENTS TO THE INTERSECTION OF  
TWIN FALLS ROAD AND DIAMOND HILL ROAD**

**WHEREAS**, the Township of Berkeley Heights Planning Board approved The Connell Company’s planning board application, SP-2-22, resolution adopted on September 21, 2022; and

**WHEREAS**, the Connell Company desires to make improvements to the intersection of Twin Falls Road and Diamond Hill Road consistent with Planning Board resolution adopted on September 21, 2022; and

**WHEREAS**, the Connell Company desires to install a concrete curb, a new inlet and pipe connecting the existing inlet and crushed stone on Twin Falls Road, clean existing pipes, and remove the pavement and backfill the area to the north side of the intersection between Twin Falls Road and Diamond Hill Road; and

**WHEREAS**, the Connell Company will bear the cost of the improvements to the intersection of Twin Falls Road and Diamond Hill Road; and

**WHEREAS**, pursuant to N.J.S.A. 39:4-8 municipalities must seek approval from the County prior to performing any improvements on county roadways.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Township of Berkeley Heights, County of Union, State of New Jersey, as follows:

1. Pursuant to adoption of this resolution by the County, the Connell Company is hereby authorized to make the following improvements at the intersection of Twin Falls Road and Diamond Hill Road:
  - a. Install a concrete curb.
  - b. Install a new inlet, new pipe, and add crushed stone on Twin Falls Road.
  - c. Clean existing pipes.
  - d. Remove pavement and backfill the area to the north side of the intersection between Twin Falls Road and Diamond Hill Road.
  
2. The Township Clerk is hereby authorized and directed to forward this Resolution to the County for action consistent herewith.
  
3. This resolution shall take effect at the time and in the manner prescribed by law.

**Approved this 16th day of March, 2026.**

**ATTEST:**

\_\_\_\_\_  
**Angela Lazzari, RMC  
Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

**BE AND IT IS HEREBY RESOLVED** by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, in meeting assembled, authorizes and directs the Township Treasurer to make payment of vouchers listed on the Bill List dated **3/16/2026**, in the amount of **\$656,117.94** such vouchers having been received by the Township Council, having been satisfied that appropriate procedure has been followed in the processing of said vouchers.

**Approved this 16th day of March, 2026.**

**ATTEST:**

\_\_\_\_\_  
**Angela Lazzari, RMC**  
**Township Clerk**

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY

RESOLUTION

**WHEREAS**, Township of Berkeley Heights ("Township") wishes to enter into an agreement with the Chief of Police, Frank Mea, Jr. ("Chief") governing certain terms and conditions of the Chief's employment with the Township (the "Agreement"); and

**WHEREAS**, the Township and the Chief agree to the terms of the Agreement for the period from January 1, 2026 through December 31, 2030; and

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Berkeley Heights as follows:

1. The above recitals are incorporated herein.
2. The Agreement is hereby authorized as set forth in the attached form of Agreement.
3. The Mayor and Township Clerk are hereby authorized to, respectively, execute and attest to the Agreement in substantially the same form as is attached hereto.
4. This Resolution shall be ratified back to January 1, 2026.

Approved this 16th day of March, 2026.

ATTEST:

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Angela Lazzari, RMC  
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

## **PREAMBLE**

THIS AGREEMENT by and between the TOWNSHIP OF BERKELEY HEIGHTS, a municipal corporation of the State of New Jersey (hereinafter referred to as the “Township”) and Frank Mea Jr. (hereinafter referred to as the “Chief”) shall be for the period January 1, 2026 through December 31, 2030.

## **ARTICLE 1** **INTERPRETATION**

It is the intention of the parties that this Agreement be construed in accordance with the rules and regulations, laws, and the Statutes of the State of New Jersey as well as the ordinances of the Township, as they pertain to this Agreement upon execution and the terms herein.

## **ARTICLE 2** **POSITION OF EMPLOYMENT AND JOB DUTIES**

The Township shall employ the Chief as Chief of Police of its Police Department. The Chief shall be responsible for performing the general duties set forth in N.J.S.A. 40A:14-118. The Chief shall be required to report to the Mayor as the Appropriate Authority concerning the administration of the Police Department. The Chief shall perform his duties as necessary to protect and advance the best interests of the Township, acting, in all instances, in accordance with rules and policies set by it.

The Chief shall not act in any capacity that is in conflict with his duties and responsibilities hereunder. Any outside employment sought by the Chief must be approved in advance by the Mayor and cannot, under any circumstances, conflict with the Chief’s responsibilities hereunder. Nothing herein shall preclude the Chief from engaging or serving in civic, community, charitable, educational, or religious

organizations provided such service and does not conflict with the Chief's duties and responsibilities to the Township.

**ARTICLE 3**  
**WORK SCHEDULE**

The Chief's regular work week shall consist of a minimum of 40 hours, inclusive of any contractual leave time. It is acknowledged that as an exempt managerial executive the work schedule of the Police Chief covered by this Agreement may require him to work more than forty (40) hours per week. The Chief shall not be eligible for additional compensation, such as overtime or compensatory time, for time worked more than forty (40) hours in a week. As a managerial executive, the Chief shall have the discretion to set his work hours as needed.

**ARTICLE 4**  
**EDUCATION & PROFESSIONAL ASSOCIATIONS**

The Chief may take higher education courses that are related to his employment. The Township will reimburse the Chief for the cost of such course(s) and required materials upon submission of proof of a passing grade and evidence of completion of such course. Courses can be undergraduate or graduate level. Reimbursement shall not exceed the per credit cost at the most comparable school (undergraduate, graduate, or professional) at Rutgers, The State University

When the Township, State, or other laws, rules, or regulations mandate that the Chief attend a job-related course or schooling, (i.e., maintenance of certificate, etc.) all allowable expenses will be borne by the Township after completion of the course and receipt by the Township of applicable receipts.

The Chief shall be permitted to attend any meeting, school, seminar, conference, professional development, or training session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, Union County Chiefs of Police or any other educational program of a management or supervisory nature relevant to performance of the Chief's duties. All expenses, such as lodging, travel, and registration fees shall be borne by the Town. Attendance at such meetings or training shall be considered an eight (8) hour workday for purposes of the Chief's work schedule.

The Township will further satisfy payment for membership dues associated to the Chief such as but not limited to Union County Police Chiefs Association and New Jersey State Chiefs of Police Association and International Association of Chiefs of Police. The Township shall pay for membership in up to three (3) professional associations for the Chief. The Chief shall be allowed to attend without loss of pay the meetings and conventions of these associations.

## **ARTICLE 5**

### **HEALTH INSURANCE**

The Township shall provide the same comprehensive medical and health insurance, including medical, prescription, dental and vision benefits, to the Chief and his eligible dependents that is provided to members of the PBA Local 144 Superior Officers Association ('SOA') negotiations unit in the contract between PBA Local 144 SOA and the Township as of the effective date of this Agreement ("SOA Contract"). This shall include the same co-pays and deductibles and premium sharing rates that SOA unit members pay.

## ARTICLE 6

### HEALTH INSURANCE UPON RETIREMENT

1. If the Chief retires after twenty-five (25) years of service in the Police and Fireman's Retirement System ("PFRS") and fifteen (15) years of service with the Township or is granted a Disability Retirement Pension from the PFRS, he and his eligible dependents shall retain all medical, health, prescription, and dental benefits that he was receiving as of his last day of employment. The Township may change carriers regarding the benefits provided to the Chief and his eligible dependents provided the succeeding plan(s) is similar to the prior plan(s).

2. Upon retirement, the Chief's surviving spouse and dependents shall continue to receive benefits from the Township subject to the premium sharing requirements herein. The surviving spouse shall cease receiving benefits from the Township upon remarriage. Surviving eligible dependents shall cease receiving medical benefits from the Township based on insurance carrier's eligibility requirements.

3. The Chief will contribute 8% of his annual pension benefit toward his health insurance coverage in retirement if he is enrolled in a family plan and 5% of his annual pension benefit if he is enrolled in a single plan. Notwithstanding the preceding sentence on contribution, the Chief agrees to be bound by the outcome of the PBA/SOA retirement contribution arbitration once that arbitration is final.

4. Upon attaining the age of sixty-five (65), the Chief will be enrolled in the Township's Medicare Advantage program with no additional cost to the Chief. In

order to be eligible for the Medicare Advantage program, the Chief must be enrolled in Medicare Parts A & B which will be his financial responsibility. The same applies to the Chief's spouse, if applicable.

5. Individuals who become spouses or dependents after the Chief retires are not eligible for coverage. The only exception shall be for dependents born to or adopted by the Chief after he retires.

6. Should the Chief waive health benefits in retirement, he can re-enroll one time during open enrollment or at any time if he loses his medical benefit coverage.

#### **ARTICLE 7** **WORKER'S COMPENSATION**

If the Chief is injured or becomes incapacitated on duty and receives worker's compensation temporary disability benefits ("TDB"), he shall continue to receive full salary, health benefits, and all pension contributions for a period of one (1) year. The Township shall continue to pay the Chief his full salary during this period and the Chief shall be required to turn over to the Township any payment received for TDB.

#### **ARTICLE 8** **PAID TIME OFF**

A. Sick Leave

1. The Chief shall receive fifteen (15) paid sick days each January 1. Unused paid sick days can be accumulated without limit. The Chief can use paid sick

days for his own non-work-related illness or injury and for the care of a spouse, domestic partner, child, parent, or loved one living in the same household.

2. The Township reserves the right to request proof of illness for any sick leave absence that lasts more than three (3) consecutive workdays.

3. Under no circumstances shall the Chief receive payment for sick days upon retirement or separation from the Township.

4. The Chief may sell back to the Township sick leave days at the rate of ninety (90%) percent of the daily rate for the Chief in the year that the sick leave was accumulated. The Chief was hired before the effective date of the law on sick leave payouts and therefore is grandfathered. The days permitted to be sold back are as follows:

<u>SICK DAYS USED</u>	<u>DAYS TO BE SOLD BACK</u>
5	0
4	3
3	4
2	5
1	6
0	10

This payment shall be made in a lump sum before June 1 of the following year. Each day sold back shall be deducted from the total sick leave days accumulated. Sick leave days voluntarily transferred to the Sick Leave Donation Program shall not impact the Chief's ability to sell back unused or un-transferred sick days.

B. Bereavement Leave

Upon the death of the Chief's Grandparent, Parent, Spouse, Child, Child-in-Law, Sibling, Grandchild (which also includes in-laws for the foregoing), and aunt, uncle,

nephew, niece, or first cousin, the Chief shall be granted bereavement leave from the day of death to the day of burial not to exceed three (3) working days.

C. Vacation Time

1. The Chief shall receive 240 hours of paid vacation per year credited each January 1. This equates to thirty (30) vacation days.

2. Five (5) vacation days may be carried over into the next calendar year. The five (5) carried over days shall be deducted from the Chief's bank first when using vacation. If not used in the next calendar year, the five (5) carried over days shall be forfeited.

3. Unused vacation shall be paid to the Chief upon separation of employment. Vacation shall be prorated. For example, if the Chief retires on June 30 and has not used any of the current year's vacation time, he will be paid for 140 hours.

D. Personal Time

1. The Chief shall receive four (4) personal days off with pay per year.

2. Unused personal days will be paid to the Chief in the year that he separates employment, unless the separation is for just cause as defined in Article 11. The township reserves the right to pay the Chief for his unused personal days at any time.

E. Except as provided for in this Agreement, the Chief shall be provided with all other paid leave benefits and cash-in rights contained in the SOA Contract. The Chief shall not, however, be eligible for compensatory time.

F. Town Hall Closure

1. The Chief shall be off-duty when Town Hall is officially closed but shall remain on-call for emergencies. If the Chief is required to work during a Town Hall closure, the Chief may substitute that day with another workday, provided it is used within the same calendar year.

**ARTICLE 9**  
**RETENTION OF BENEFITS**

All benefits and conditions of employment enjoyed by the Chief that were in existence prior to this Agreement but not specifically mentioned herein shall be continued.

**ARTICLE 10**  
**SALARY**

The Chief's annual shall be as follows:

Effective January 1, 2026	\$225,000
2027 through 2030	3% increase annually (effective 1/1)

**ARTICLE 11**  
**UNIFORMS**

Should any part of the Chief's uniform be damaged or destroyed in the line of duty, the Township will pay for replacement or repair of the uniform. This does not apply to normal wear or aging of the uniform. Should the Township change the required current work uniform, the Township shall pay for the issue of a new uniform for the Chief in quantity sufficient to last one year.

**ARTICLE 12**  
**DISCIPLINE/TERMINATION**

A. The Chief shall be subject to disciplined pursuant to N.J.S.A. 40A:14-147. In the event of discipline, the Township shall follow the procedures required by the New Jersey Attorney General's Guidelines in Internal Affairs and N.J.S.A. 40A:14-147.

B. Termination for Cause. The Township shall have the right to terminate this Agreement, and the employment of the Chief, for the reasons set forth in N.J.S.A. 40A:14-147. "Just cause" shall be defined to include, without limitation,

- Illegal or criminal conduct whether job related or not, if found guilty
- Loss of a police license after appeals process has been exhausted
- Incapacity or inability to perform the essential functions of the position of Chief with or without reasonable accommodation for a period of ninety (90) consecutive days or one hundred and twenty (120) days in any twelve (12) month period
- Death

In the event of a Termination for Cause, the Township shall follow the procedures required by the New Jersey Attorney General's Guidelines in Internal Affairs and NJSA 40A:14-147.

B. Resignation. In the event the Chief resigns, the resignation must be in writing and must be delivered or transmitted electronically to the Mayor. The Chief's resignation will be considered final and irrevocable upon delivery or transmission to the Mayor.

**ARTICLE 13**  
**DEFERRED COMPENSATION PLAN**

The Township shall continue to maintain a Deferred Compensation Plan. Participation in the Plan will be voluntary.

**ARTICLE 14**  
**USE OF A VEHICLE**

Pursuant to N.J.S.A. 40A:14-118, the Chief of Police is responsible for the administration and operation of the Police Department and is required to always remain available for duty. To fulfill this statutory obligation and ensure an immediate response to emergencies and official duties, the Township will provide the Chief with a Department-owned vehicle. The Chief of Police is authorized to operate the assigned department vehicle at all times, including while on duty and off duty, without restriction, but is prohibited from leaving the state of New Jersey unless on official Police/Township Business.

**ARTICLE 15**  
**INSURANCE DEFENSE**

The Township agrees to defend, indemnify, and hold harmless the Chief of Police from and against all claims, demands, suits, damages, judgments, costs, and legal fees arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, consistent with N.J.S.A. 40A:14-155 and N.J.S.A. 59:1-1, et seq. The legal defense of the Chief shall be provided at the Township's expense.

**ARTICLE 16**  
**ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and no statement, representation, warranty or covenant with respect thereto has been made by either party except as expressly set forth herein. This Agreement shall not be changed or terminated orally. This Agreement supersedes and cancels all prior agreements between the parties, whether written or oral, relating to the employment of the Chief.

**ARTICLE 17**  
**SEVERABILITY**

If any provision of this Agreement is held to be contrary to law by any court of competent jurisdiction, then such provision shall be deemed void except to the extent permitted by law, but all other provisions shall remain in full force and effect. The parties agree to meet and negotiate the stricken provision so as to give full intent and effect to this Agreement.

**ARTICLE 18  
DURATION**

This Agreement shall be for a five (5) year term (January 1, 2026 – December 31, 2030), automatically renewing thereafter for successive five (5) year terms unless either party provides 90 days' written notice to void or change the terms of this Agreement.

So Agreed.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Angie Devanney, Mayor

Dated:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Frank Mea Jr, Chief of Police.

Dated:

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

**Resolution Authorizing the Application for a Grant from the Association of New Jersey Environmental Commissions (ANJEC) For Open Space Stewardship Projects for an Environmental Resource Inventory**

**WHEREAS**, the Township of Berkeley Heights seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

**WHEREAS**, the Berkeley Heights Environmental Commission is a member of ANJEC; and

**WHEREAS**, NJ environmental commissions that are established by ordinance are eligible to apply; and

**WHEREAS**, ANJEC provides grants of up to \$1500.00 each to environmental commissions to support projects that advance local open space stewardship, and help raise the profile of the environmental commission in the community through publicity and public participation or collaboration with local groups on the project; and

**WHEREAS**, the Environmental Commission desires to apply for the \$1,500.00 ANJEC Grants for the revision of the Environmental Resources Inventory; and

**WHEREAS**, the ANJEC Open Space Stewardship grant does not require a Township match.

**NOW THEREFORE BE IT RESOLVED** that the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, authorizes the Environmental Commission to apply for the aforementioned ANJEC grant for the revision of the Environmental Resources Inventory.

**Approved this 16th day of March, 2026.**

**ATTEST:**

\_\_\_\_\_  
**Angela Lazzari, RMC  
Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY

RESOLUTION

**WHEREAS**, N.J.S.A 40A:4-20 provides authorization for an emergency temporary appropriation after the first 30 days of the calendar year and before the adoption of the 2026 Current Fund budget; and

**WHEREAS**, this resolution authorizes appropriations designed to provide for the 2026 operating year with the exception of debt service, pensions and obligations associated with seasonal considerations and other operational needs; and

**WHEREAS**, the total emergency temporary resolution adopted in the Current Fund 2026 budget pursuant to the provisions of N.J.S.A 40A:4-20 total \$16,691,369.97 for the municipal budget; and

TEMPORARY APPROPRIATIONS – 2026

CURRENT FUND

ADMINISTRATIVE & EXECUTIVE:

Salary & Wages	\$106,330.00
Other Expenses	72,695.00

MAYOR:

Salary & Wages	1,575.00
Other Expenses	410.00

TOWNSHIP COUNCIL:

Salary & Wages	7,350.00
Other Expenses	1,490.00

MUNICIPAL CLERK:

Salary & Wages	76,895.00
Other Expenses	13,050.00

FINANCE ADMINISTRATION:

Salary & Wages	46,165.00
Other Expenses	67,370.00

AUDIT:

Other Expenses	47,850.00
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DATA PROCESSING:

Other Expenses	51,200.00
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TAX COLLECTION:

Salary & Wages	28,000.00
Other Expenses	6,000.00

TAX ASSESSMENT:

Salary & Wages	30,450.00
Other Expenses	139,060.00

LEGAL SERVICES & COSTS:

Other Expenses	365,000.00
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ENGINEERING SERVICES & COSTS:

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

Salary & Wages	58,695.00
Other Expenses	348,032.00
ENVIRONMENTAL COMMISSION:	
Other Expenses	1,695.00
PLANNING BOARD:	
Salary & Wages	25,900.00
Other Expenses	89,775.00
BOARD OF ADJUSTMENT:	
Other Expenses	12,635.00
UNIFORM CONSTRUCTION CODE:	
Salary & Wages	152,250.00
Other Expenses	53,080.00
INSURANCE - GENERAL LIABILITY	600,000.00
INSURANCE EMPLOYEE MEDICAL	1,024,625.00
EMPLOYEE HEALTH BENEFITS WAIVER	12,600.00
PUBLIC SAFETY	
POLICE:	
Salary & Wages	1,356,565.00
Other Expenses	102,165.00
CROSSING GUARDS:	
Salary & Wages	60,690.00
Other Expenses	2,530.00
FIRE HYDRANT SERVICES:	
Other Expenses	68,750.00
OFFICE OF EMERGENCY MANAGEMENT:	
Salary & Wages	7,785.00
Other Expenses	2,675.00
VOLUNTEER FIRE DEPARTMENT	
Other Expenses	63,210.00
AID TO VOLUNTEER AMBULANCE	35,000.00
FIRE PREVENTION:	
Salary & Wages	10,115.00
Other Expenses	3,710.00
MUNICIPAL PROSECUTOR	
Salary & Wages	5,712.00
Other Expenses	700.00
DEPARTMENT OF PUBLIC WORKS:	
Salary & Wages	96,650.00
Other Expenses	120,445.00
SEWER PLANT:	

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

Salary & Wages	227,185.00
Other Expenses	1,437,675.00
SNOW REMOVAL:	
Salary & Wages	50,000.00
Other Expenses	350,000.00
SOLID WASTE COLLECTION	192,500.00
BUILDINGS AND GROUNDS:	
Salary & Wages	32,550.00
Other Expenses	84,805.00
VEHICLE MAINTENANCE	
Salary & Wages	74,760.00
Other Expenses	61,950.00
MUNICIPAL SERVICES ACT	20,000.00
BOARD OF HEALTH:	
Other Expenses	10,000.00
WELFARE:	
Other Expenses	1,400.00
RECREATION SERVICES:	
Salary & Wages	43,715.00
Other Expenses	8,785.00
MAINTENANCE OF PARKS	
Salary & Wages	58,627.00
Other Expenses	3,000.00
MAINT OF FREE PUBLIC LIBRARY	515,300.00
TAX APPEAL REFUNDS	50,000.00
POSTAGE	5,250.00
ELECTRICITY	170,885.00
STREET LIGHTING	49,000.00
TELEPHONE	51,800.00
WATER	17,250.00
NATURAL GAS/PROPANE	41,250.00
GASOLINE	63,000.00
SOCIAL SECURITY	243,250.00
PFRS	1,211,061.00
PERS	416,328.00
DEFINED CONTRIBUTION PLAN	12,950.00
SHARED SERVICES – BOARD OF EDUCATION O/E	30,000.00
SHARED SERVICES – CFO/QPA	103,483.00
SHARED SERVICES – COURT	123,409.00
SHARED SERVICES – POLICE	25,500.00

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

SHARED SERVICES –DISPATCH	168,925.00
SHARED SERVICES – HEALTH SERVICE	87,949.00
SHARED SERVICES – SEWER	10,000.00
SHARED SERVICES – CCTV (SEWER)	65,000.00
MUNICIPAL COURT:	
Salary & Wages	8,435.00
Other Expenses	1,820.00
PUBLIC DEFENDER:	
Salary & Wages	2,765.00
Total	<u>\$12,273,906.00</u>

DEBT SERVICE	
NJEIT LOAN	\$21,300.00
INTEREST ON BONDS	\$509,600.00
NOTE PRINCIPAL	2,300,000.00
CAPITAL IMPROVEMENT FUND	\$150,000.00

STATE AND FEDERAL GRANTS	
NJ Historic Trust	\$228,247.55
NJDOT Safe Routes to Schools	\$1,270,000.00
Body Armor Replacement	\$3,316.42
	<u>\$16,691,369.97</u>

**Approved this 16th day of March, 2026.**

**ATTEST:**

\_\_\_\_\_  
**Angela Lazzari, RMC**  
**Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE TEMPORARY CEREMONIAL RENAMING OF A STREET SEGMENT AS  
"LEO MESSI WAY" IN CONNECTION WITH THE 2026 FIFA WORLD CUP CELEBRATION**

**WHEREAS**, the Township of Berkeley Heights is participating in and celebrating the 2026 FIFA World Cup as part of a community-wide initiative to promote cultural engagement, community pride, and to position Berkeley Heights as a welcoming destination during this once-in-a-generation global event; and

**WHEREAS**, the Township desires to recognize Lionel Messi, captain of the Argentina National Team and one of the most influential and celebrated soccer players in the history of the sport, whose global impact embodies the spirit of excellence, unity, and international friendship represented by the 2026 FIFA World Cup; and

**WHEREAS**, the segment of Sherman Avenue located between Plainfield Avenue and Berkeley Avenue, adjacent to the train station parking lot, is anticipated to play a significant role in World Cup-related activities and fan engagement; and

**WHEREAS**, the Township Council finds that a temporary ceremonial renaming of this street segment as "Leo Messi Way" will create a community photo destination, generate excitement, support local businesses, and foster a vibrant, walkable event atmosphere; and

**WHEREAS**, the proposed designation is honorary and ceremonial in nature and shall not affect official postal addresses, emergency services, municipal records, or other governmental documentation; and

**WHEREAS**, temporary signage bearing the honorary name shall be installed for the duration of the Berkeley Heights World Cup 2026 celebration and shall be removed promptly upon the conclusion of the event.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, that the segment of Sherman Avenue located between Plainfield Avenue and Berkeley Avenue, adjacent to the train station parking lot, shall be temporarily and ceremonially designated as "Leo Messi Way" for a 3-month period, from May 1, 2026 through July 31, 2026.

**BE IT FURTHER RESOLVED** that this designation is honorary only and shall have no legal effect on official street naming, addressing, postal services, emergency response systems, or municipal records.

**BE IT FURTHER RESOLVED** that the appropriate Township officials are hereby authorized to take all necessary actions to implement this Resolution, including the installation and removal of temporary signage.

**Approved this 16th day of March, 2026.**

**ATTEST:**

\_\_\_\_\_  
**Angela Lazzari, RMC  
Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

**WHEREAS**, the Berkeley Heights Business & Civic is requesting approval to organize the **2026 Berkeley Heights Downtown Summer Block Party** on Sunday, June 7, 2026 from 12:00 p.m. – 4:00 p.m., to be held at Springfield Avenue, running just east of Lone Pine Drive to the intersection of Plainfield Avenue, a request will be submitted to the County of Union for Springfield Avenue to be closed between Plainfield Avenue and Snyder Avenue from 10:00 a.m. – 6:00 p.m.; and

**WHEREAS**, the Township Council believes that the event is in the best interest of the community.

**NOW, THEREFORE BE IT RESOLVED** that permission is hereby granted for the **2026 Berkeley Heights Downtown Summer Block Party** on Sunday, June 7, 2026, from 12:00 p.m. to 4:00 p.m.

**BE IT FURTHER RESOLVED** that copies of this Resolution are to be forwarded to the Police Department, Fire Department, Rescue Squad, Union County, and the Public Works Department.

**Approved this 16th day of March, 2026.**

**ATTEST:**

---

**Angela Lazzari, RMC  
Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY

RESOLUTION

**WHEREAS**, the Township of Berkeley Heights has received funds from the NJDOT Municipal Aid Grant for roadway and drainage improvements along Emerson Lane (from the western Township Terminus and Plainfield Avenue), within the Township of Berkeley Heights; and

**WHEREAS**, the Township wishes to receive bids for the Emerson Lane Improvements project.

**NOW THEREFORE, BE IT RESOLVED**, that the Governing Body of the Township of Berkeley Heights authorizes the Clerk to proceed with going out to bid in accordance with New Jersey Local Contracts Law N.J.S.A. 40:11-1 et seq. for the Emerson Lane Improvements project utilizing the NJDOT Municipal Aid Grant.

Approved this 16th day of March, 2026.

ATTEST:

\_\_\_\_\_  
Angela Lazzari, RMC  
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

**RESOLUTION AMENDING RESOLUTION 2025-341 WHICH AWARDED A CONTRACT TO QUIKTEKS BUSINESS TECHNOLOGY SOLUTIONS FOR IT SERVICES**

**WHEREAS**, on October 7, 2025, the Township of Berkeley Heights adopted Resolution 2025-341, awarding a contract to Quikteks Business Technology Solutions, for IT Services; and

**WHEREAS**, in order to better clarify the scope of services and contract for similar services, the Township wishes to enter into separate agreements with Quikteks Business Technology Solutions, with one agreement covering managed IT and offsite backup services and another covering subscription services; and

**WHEREAS**, the contract awarded on October 7, 2025, via Resolution 2025-341, awarding a contract to Quikteks Business Technology Solutions, for IT Services which included Borough and Police Managed Services, Police Offsite Backup, and Police Annual Subscriptions; and

**WHEREAS**, the Township wishes to amend the contract with **Quikteks Business Technology Solutions** to add services for the Borough Offsite Backup, remove the services for Police Annual Subscriptions, and reflect a reduction of \$975.00 in the contract not to exceed amount, bringing the amended total amount not to exceed \$42,800.00, as per the new proposal for Government IT Management Program-2026, dated March 10, 2026.

**NOW THEREFORE BE IT RESOLVED** by the Governing Body of the Township of Berkeley Heights, County of Union, State of New Jersey that:

1. All of the above recitals are incorporated herein as if fully set forth at length.
2. The Township Council hereby authorizes the amending of the contract with Quikteks Business Technology Solutions for IT Services at a total cost not to exceed **\$42,800.00**, pursuant to their proposal for Government IT Management Program-2026, dated March 10, 2026.
3. The Township Clerk is authorized to respectively execute, and attest to, all documents necessary to effectuate said agreement.
4. The Township Clerk shall publish a notice of this action pursuant to law.
5. This Resolution shall be ratified back to November 5, 2025.

**Approved this 16th day of March, 2026.**

**ATTEST:**

\_\_\_\_\_  
**Angela Lazzari, RMC**  
**Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY

RESOLUTION

**RESOLUTION AWARDING A CONTRACT TO QUIKTEKS BUSINESS TECHNOLOGY SOLUTIONS  
FOR ANNUAL SUBSCRIPTION SOFTWARE**

**WHEREAS**, the Township of Berkeley Heights (“Township”) has contracted with **Quikteks Business Technology Solutions** for Managed IT and Offsite Backup Services; and

**WHEREAS**, the Township requires various software applications necessary for security and efficient operations, which are procured through annual subscription services; and

**WHEREAS**, **Quikteks Business Technology Solutions**, 373 US-46 Building E, Fairfield, NJ 07004, has provided a proposal for Security & SaaS Subscriptions, dated March 10, 2026, for the purchase of Police and Borough Annual Subscriptions software on behalf of the Township.

**NOW THEREFORE, BE IT RESOLVED**, that the Governing Body of the Township of Berkeley Heights authorizes the execution of a contract with **Quikteks Business Technology Solutions**, for the term from January 1, 2026 through December 31, 2026, for annual subscription services, pursuant to their proposal dated March 10, 2026, in an amount not to exceed **\$21,313.92**.

**BE IT FURTHER RESOLVED**, that the Chief Financial Officer has certified that sufficient uncommitted funds will be available in an amount not to exceed **\$15,202.92 from account 6-01-20-140-058, DATA PROCESSING – Software/Licenses** and an amount not to exceed **\$6,111.00 from account 6-01-25-240-028, PD – Computers & Technology**, for a total amount not to exceed \$21,313.92, all subject to the approval of the 2026 Budget.

Approved this 16th day of March, 2026.

ATTEST:

\_\_\_\_\_  
Angela Lazzari, RMC  
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
BERKELEY HEIGHTS ENDORSING AN AMENDED FOURTH ROUND  
HOUSING ELEMENT AND FAIR SHARE PLAN**

**WHEREAS**, pursuant to the Fair Housing Act (“FHA”), N.J.S.A. 52:27D-301 et seq., the Township of Berkeley Heights adopted a “binding resolution” on January 21, 2025 challenging the DCA-calculated numbers and adopting a Fourth Round Present Need of zero (0) and Fourth Round Prospective Need of 208; and

**WHEREAS**, the Township filed a timely Fourth Round Declaratory Judgment complaint (“DJ Complaint”) with the Affordable Housing Dispute Resolution Program (“the Program”) and the Court, along with its binding resolution, on January 23, 2025; and

**WHEREAS**, the filing of the DJ Complaint gave the Township automatic, continued immunity from all exclusionary zoning lawsuits, including builder’s remedy lawsuits, which is still in full force and effect; and

**WHEREAS**, the Township received objections to its Fourth Round affordable housing obligations established in the DJ Complaint and resolution on February 27, 2025 from the New Jersey Builder’s Association (NJBA) and February 28, 2025 from Fair Share Housing Center (FSHC), which required settlement negotiations between the Township and the objectors; and

**WHEREAS**, the settlement negotiations resulted in the entering into of a Mediation Agreement between the Township and FSHC that established agreed upon adjusted Fourth Round obligations, which was subsequently approved via a resolution adopted by the Township on March 18, 2025; and

**WHEREAS**, on April 14, 2025, the Court entered an order establishing the Township’s Present Need Obligation of Zero (0) and Fourth Round Prospective Need Obligation of 240; and

**WHEREAS**, the FHA required the municipality to adopt a Fourth Round Housing Element and Fair Share Plan (“Fourth Round Plan”) by June 30, 2025; and

**WHEREAS**, the Planning Board adopted the Fourth Round Plan on June 25, 2025, the Township Council endorsed the Fourth Round Plan on June 26, 2025, and the Township filed the adopted Fourth Round Plan with the Program and the Court on June 26, 2025; and

**WHEREAS**, the Township received a letter requesting additional documentation from Fair Share Housing Center (“FSHC”) on August 29, 2025; and

**WHEREAS**, the Court entered a Case Management Order on October 8, 2025 requiring the Township to send documentation in response to FSHC’s letter by October 17, 2025 and to enter into a consent order with FSHC by December 5, 2025; and

**WHEREAS**, the Township filed the documentation in response to FSHC’s letter with the Court on October 17, 2025 enclosing the documents requested in FSHC’s challenge; and

**WHEREAS**, the Township and FSHC negotiated a Consent Order which was filed with the Court on December 5, 2025; and

**WHEREAS**, the Court entered the Consent Order on December 8, 2025; and

**WHEREAS**, as per the FHA and the Consent Order with FSHC, the Township is required to amend its Fourth Round Plan to include the terms and conditions agreed upon in the Consent Order; and

**WHEREAS**, the Township has prepared an Amended Fourth Round Housing Element and Fair Share Plan (“Amended Fourth Round Plan”), which is attached hereto as Exhibit A; and

**WHEREAS**, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board adopted the Amended Fourth Round Plan after a public hearing was held on February 18, 2026; and

**WHEREAS**, the Township Council has reviewed the Amended Fourth Round Plan and concurs with the Planning Board’s determination that the Amended Fourth Round Plan is consistent with the Township’s Master Plan, promotes the public health, safety, and general welfare, and is in the best interests of the Township.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, that the Township Council hereby endorses the Township’s Amended Fourth Round Housing Element and Fair Share Plan attached hereto as Exhibit A.

**Approved this 16th day of March, 2026.**

**ATTEST:**

---

**Angela Lazzari, RMC**  
**Township Clerk**

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				



## **EXHIBIT A**

**February 4, 2026**

### **Amended Fourth Round Housing Element & Fair Share Plan ("HEFSP")**

The Township of Berkeley Heights filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the "Program") and a declaratory judgment action pursuant to N.J.S.A. 52:27D-301 et. seq. (the "Fair Housing Act"), entitled "In the Matter of the Application of the Township of Berkeley Heights," Docket No. UNN-L-340-25, on January 23, 2025. The Township received two objections to the Township's binding resolution challenging the DCA's calculation of its fair share obligations, one from the New Jersey Builder's Association on February 27, 2025 and one from Fair Share Housing Center ("FSHC") on February 28, 2025. The Court held settlement conferences in March of 2025, so the parties could negotiate a Fourth Round affordable housing obligations Mediation Agreement. The Township and FSHC entered said Mediation Agreement, which was thereafter filed with the Program and the Court on March 28, 2025. The Court entered an Order on April 14, 2025, setting the Township's Fourth Round fair share obligations as a Present Need of 0 units and a Prospective Need of 240 units, which no party appealed, and ordering the Township to file a Fourth Round Housing Element and Fair Share Plan ("HEFSP") by June 30, 2025. The Township filed its Fourth Round HEFSP on June 26, 2025. On August 29, 2025, FSHC filed a letter pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township's Fourth Round HEFSP seeking additional compliance information and documentation before the HEFSP is approved by the Program and/or the Court. The Township and FSHC agreed to amicably resolve the issues set forth in FSHC's letter through a Consent Order dated December 8, 2025, which further clarifies the Township's compliance mechanisms through specific amendments to its Fourth Round HEFSP.

In concordance with the signed Consent Order filed with the Court on December 8, 2025, the Township will revise the Third and Fourth crediting tables to allocate bonus credits and provide the basis for the claimed bonus credits. This amendment consisting of the Third and Fourth Round crediting charts below shall amend and supplement the Fourth Round HEFSP for the Township of Berkeley Heights adopted by the Planning Board on June 25, 2025 and endorsed by the Township Council on June 26, 2025 by Resolution No. 2025-198. The statutory requirements for a Housing Element and Fair Share Plan (HEFSP) have been satisfied within the HEFSP adopted by the Planning Board on June 25, 2025. This document is to serve as an amendment to the HEFSP adopted by the Planning Board on February 18, 2026.

### **Third Round**

For the Third Round, the Township prepared a Vacant Land Adjustment (“VLA”) which determined the Township had a realistic development potential (“RDP”) of 359. The Third Round RDP was approved by the Court via a conditional Judgment of Compliance and Repose (“JOR”) Order entered on October 12, 2017, followed by a final JOR Order entered on June 21, 2018. As revised and agreed upon through this amended HEFSP, the RDP of 359 is satisfied through 363 units/credits, therefore generating a Third Round Unmet Need obligation of 26 units. The Township satisfies its Third Round obligation as follows:

Third Round Obligation		359		
Third Round RDP		359		
Mechanism	Completed Affordable Units	Proposed Affordable Units	Bonus Credits	TOTAL AFFORDABLE UNITS AND BONUS CREDITS
<b>Inclusionary Projects</b>	<b>120</b>	<b>58</b>	<b>89</b>	<b>267</b>
<b>Connell Site</b> 500 Connell Drive Block 4102, Lot 1; Block 4301, Lots 1.02, 1.011, and 1.012	-	45 (F)(R)	18 (RBC) (α)	<b>63</b>
<b>The Clarus</b> 434 Springfield Ave Block 702, Lot 18.01	32 (F)(R)	-	32 (RBC) (α)	<b>64</b>
<b>The Terrace</b> 450 Springfield Ave Block 702, Lot 13	3 (F)(R)	-	3 (RBC) (α)	<b>6</b>
<b>Carriages at Berkeley Heights</b> 1 Peacock Lane Block 1301, Lot 19	20 (F)(S)	-	-	<b>20</b>
<b>Modera Berkeley Heights (“Mill Creek”)</b> 91 Lone Pine Drive Block 703, Lots 4 and 8	26 (F)(R)	-	26 (RBC) (α)	<b>52</b>
<b>Berkeley Crossing I</b> 633 Springfield Avenue Block 502, Lots 1, 2, 4 and 5	8 (F)(R)	-	8 (RBC) (α)	<b>16</b>
<b>Berkeley Crossing II (“Mondelli Property”)</b> 182 Plainfield Avenue Block 614, Lot 3	2 (F)(R)	-	2 (RBC) (α)	<b>4</b>
<b>391 Springfield Ave, LLC (“Clocktower Commons”)</b> 389 Springfield Avenue Block 208, Lot 20	3 (F)(R)	-	-	<b>3</b>

<b>735 Springfield Avenue LLC</b> 714-730 Springfield Avenue Block 504, Lots 1 and 2	-	3 (F)(R)	-	<b>3</b>
<b>Terrace II</b> 458 Springfield Ave and 230 Sherman Ave Block 702, Lots 4 and 6	-	7 (F)(R)	-	<b>7</b>
<b>311 Springfield Ave</b> Block 302, Lot 11	-	3 (F)(R)	-	<b>3</b>
<b>The Highlands at Berkeley Heights ("Wren Court")</b> Block 301.08, Lots 1-10, 12	11 (F)(S)	-	-	<b>11</b>
<b>Cottage Lane I ("Tudor Court I")</b> Block 614.01, Lots 1-4; Block 614.02, Lots 1-4; Block 614.03, Lots 1-4; Block 614.04, Lots 1-3	3 (F)(S)	-	-	<b>3</b>
<b>Cottage Lane II ("Tudor Court II")</b> Block 1301, Lots 9.07, 9.08, 9.09, 9.10, 9.11, and 9.12	6 (F)(S)	-	-	<b>6</b>
<b>Cottage Street Station Court</b> Block 1301, Lot 8.10	2 (F)(S)	-	-	<b>2</b>
<b>Berkeley Village</b> Block 1301, Lots 7.10, 7.11, 7.17, and 7.18	4 (F)(S)	-	-	<b>4</b>
<b>Age-Restricted Housing</b>	<b>58</b>	-	-	<b>58</b>
<b>Woodcrest at Berkeley Heights</b> 100 Locust Ave Block 1901, Lot 35	29 (AR)(R)	-	-	<b>29</b>
<b>Park Edge</b> Block 301, Lot 6	29 (AR)(R)	-	-	<b>29</b>
<b>RCA Credits with Newark</b>	<b>38 (RCA)</b>	-	-	<b>38</b>
<b>TOTAL AFFORDABLE UNITS CONTRIBUTING TOWARD RDP</b>	<b>274</b>	-	-	<b>-</b>
<b>TOTAL BONUS CREDITS CONTRIBUTING TOWARD RDP (max 25% of 359-unit Third Round RDP = 89)</b>	-	-	<b>89 (RBC)</b>	<b>-</b>
<b>TOTAL UNITS AND CREDITS CONTRIBUTING TOWARD RDP</b>	-	-	<b>368</b>	<b>-</b>
<b>Mechanism</b>	<b>Completed Affordable Housing Units</b>	<b>Proposed Affordable Units</b>	<b>Bonus Credits</b>	<b>TOTAL AFFORDABLE UNITS AND BONUS CREDITS</b>
<b>Inclusionary Zoning in Downtown Districts (HB-2, HB-3, DD, and DMX)</b>	-	26	-	<b>26</b>
<b>Mandatory Set-Aside Ordinance</b> (Required min. affordable set-aside of 15% for rental units and 20% for for-sale units for developments of 5 or more units)	-	TBD	-	<b>TBD</b>

<b>TOTAL AFFORDABLE UNITS CONTRIBUTING TOWARD UNMET NEED</b>	26		
<b>TOTAL BONUS CREDITS CONTRIBUTING TOWARD UNMET NEED</b>	-		
<b>TOTAL THIRD ROUND AFFORDABLE UNITS</b>	119	89	
<b>TOTAL THIRD ROUND BONUS CREDITS</b>	-	89 (RBC)	
<b>TOTAL THIRD ROUND CREDITS AND UNITS</b>		389	

**Fourth Round**

In a Court Order filed on April 14, 2025, the Court fixed the Township of Berkeley Heights' Fourth Round (2025-2035) Prospective Need obligation as 240 affordable units and authorized the Township to prepare a Fourth Round HEFSP. As per the Township's HEFSP adopted by the Planning Board on June 25, 2025, endorsed by the Township Council on June 26, 2025, and filed with the Program and Court on June 27, 2025, and as agreed upon in the Consent Order filed on December 8, 2025, the Township satisfies its Fourth Round obligation as follows:

<b>Fourth Round Obligation</b>	<b>240</b>			
<b>Mechanism</b>	<b>Completed Affordable Housing Units</b>	<b>Proposed Affordable Units</b>	<b>Bonus Credits</b>	<b>TOTAL AFFORDABLE UNITS AND BONUS CREDITS</b>
<b>Inclusionary Projects</b>	-	156	60	144
				780



TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY

RESOLUTION

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
BERKELEY HEIGHTS APPROVING A FOURTH ROUND  
AFFORDABLE HOUSING TRUST FUND SPENDING PLAN AND  
REQUESTING COURT APPROVAL OF THE SPENDING PLAN**

**WHEREAS**, the Township of Berkeley Heights (hereinafter “Township” or “Berkeley Heights”) has an adopted Development Fee Ordinance, which established standards for the collection, maintenance, and expenditure of development fees; and

**WHEREAS**, the Township’s previous Affordable Housing Trust Fund Spending Plan was approved by the Court on October 12, 2017; and

**WHEREAS**, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the “Amended FHA”) which governs how municipalities will comply with their affordable housing obligations for the Fourth Round (2025-2035); and

**WHEREAS**, the Administrative Office of the Courts issued Directive #14-24 (“AOC Directive #14-24), governing how municipalities file their compliance documents with the Affordable Housing Dispute Resolution Program (“the Program”); and

**WHEREAS**, the Township has prepared a Fourth Round Spending Plan consistent with the Amended FHA, AOC Directive #14-24, and applicable regulations, which projects anticipated revenues to the Township’s Affordable Housing Trust Fund and describes the anticipated expenditures of funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Township of Berkeley Heights, County of Union, State of New Jersey, as follows:

1. The Township Council of the Township of Berkeley Heights hereby approves the Fourth Round Spending Plan that is attached hereto as Exhibit A, and requests that the Court review and approve the Township’s Fourth Round Spending Plan.
2. This Resolution shall take effect immediately upon adoption, according to law.

**Approved this 16th day of March, 2026.**

**ATTEST:**

\_\_\_\_\_  
**Angela Lazzari, RMC**  
**Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

**EXHIBIT A**

Amended March 2026

## **TOWNSHIP OF BERKELEY HEIGHTS FOURTH ROUND AFFORDABLE HOUSING TRUST FUND SPENDING PLAN**

### **I. INTRODUCTION**

The Township of Berkeley Heights' affordable housing trust fund was first established through the adoption of the Township's Development Fee Ordinance ("DFO") by Ord. No. 08-2010, which formally created a dedicated revenue source for affordable housing in the Township. The DFO was later amended during the Third Round via Ord. No. 31-2017 on November 6, 2017. As part of the Township's compliance with its Fourth Round affordable housing obligations, the existing DFO was repealed and replaced with a comprehensive Affordable Housing Ordinance ("AHO"), which is inclusive of updated development fee regulations, implementing the Fourth Round affordable housing regulations consistent with the amended Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.), and other applicable laws. This new AHO was adopted via Ordinance No. 2026-04 on March 16, 2026.

As part of the Third Round, a Spending Plan was prepared to be adopted as part of the Township's Third Round Housing Element and Fair Share Plan ("HEFSP") detailing how the Township of Berkeley Heights intended to spend its affordable housing trust fund revenues pursuant to N.J.S.A 52:27D-329.2 and in alignment with the housing programs outlined in the HEFSP. During the course of the Third Round, the Township prepared an amended HEFSP dated July 31, 2017 which was adopted by the Planning Board. On September 20, 2016 the Township reached a settlement agreement with the Fair Share Housing Center. A Conditional Declaratory Judgment of Compliance and Repose ("JOR") was granted on October 12, 2017, and a Final Declaratory Judgment of Compliance and Repose was granted on January 22, 2018, which approved the Township's Third Round HEFSP, the Third Round Spending Plan and associated appendices.

As part of the Township's compliance with its affordable housing obligations for the Fourth Round, the Township has prepared this Spending Plan for the Fourth Round period in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.). The use of the Township's affordable housing trust fund shall comply with the regulations of the Fair Housing Act, the Uniform Housing Affordability Controls, the Township's Affordable Housing Ordinance, and any other applicable law, as amended, and this Fourth Round Spending Plan shall be adopted and subject to revision to maintain consistency with the Township's Fourth Round HEFSP, the Consent Order with Fair Share Housing Center ("FSHC") filed with the Court on December 8, 2025, and any other order issued by the Program Judge or Superior Court Judge related to the Township's Fourth Round HEFSP, as may be amended. This Spending Plan is submitted to the Superior Court of New Jersey for approval as an appendix to the Township's Fourth Round Housing Element and Fair Share Plan.

Per the Township's affordable housing trust fund bank statement ending on December 31, 2025, the Township had a balance of \$2,401,743.42 in its affordable housing trust fund. 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 separate interest-bearing accounts at TD Bank for the purposes of affordable housing. These funds shall be spent in accordance with N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99 as described in the sections that follow.

## 1. REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated through the Fourth Round period (July 1, 2025 - June 30, 2035), the Township has considered the following:

(a) Development fees:

Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL)

(c) Other funding sources:

May include reimbursements from overpayments of administrative expenses and/or reconciliations of errors within the trust fund account ledger.

(d) Projected interest

## 2. REVENUE PROJECTION

One of the primary sources of revenue for the Township's affordable housing trust fund is through development fees. Development fees are issued as a percentage of the equalized assessed value for residential and non-residential development, with this percentage differing based on the type of development. The collected payments of residential and non-residential development fees are then deposited into the Township's affordable housing trust fund and are to be used and expensed in accordance with N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99. The process for the imposition and collection of residential development fees, including any applicable exactions and exemptions, is provided in Part 18.W.3 of Appendix A of the Berkeley Heights Township Code. The process for the imposition and collection of non-residential development fees, including any applicable exactions and exemptions, is provided in Part 18.W.4 of Appendix A of the Berkeley Heights Township Code.

Given that this Spending Plan has been prepared at the start of the ten-year Fourth Round period, and assuming the variability of development trends over the next decade, the projection of revenue in the Township's affordable housing trust fund during the Fourth Round is simplified by combining the income from residential development fees, non-residential development fees, fees from Redevelopment Agreements, interest, and other income over the last five years to calculate an annual income average. This annual income average is then redistributed over the forthcoming ten-year Fourth Round period.

Per the Township's Affordable Housing Monitoring System (AHMS), which is used to report the Township's trust fund transactions to the DCA, over the five-year period of December 31, 2019 to December 31, 2024, the Township collected approximately \$507,612 in

residential development fees, non-residential development fees, and other income (which may include reimbursements from overpayments of administrative expenses and/or reconciliations of errors within the trust fund account ledger), and approximately \$164,996.87 in interest, therefore totaling to \$672,608.87 in total income in the affordable housing trust fund during this period. Therefore, on average, the Township collected approximately \$134,521.77 per year (consisting of approximately \$101,522.40 in development fees and other income and approximately \$32,999.37 in interest), or approximately \$11,210.15 per month (consisting of approximately \$8,460.20 in development fees and other income and approximately \$2,749.95 in interest), in its affordable housing trust fund. Based on the assumption that development occurs at a similar rate over the next decade and interest rates have limited fluctuation, a total of \$1,345,217.70 (consisting of approximately \$1,015,224 in development fees and other income and approximately \$329,993.70 in interest<sup>1</sup>) is projected to be collected from July 1, 2025 to June 30, 2035.

Based on a projected existing balance, exclusive of any expenditures, of \$2,385,794.50 at the start of the Fourth Round period (calculated by summing the December 2024 trust fund balance of \$2,318,533.62 + January 1, 2025 through June 30, 2025 projected income of \$67,260.88 from development fees, Redevelopment Agreement fees, interest, and other income) and the projected income over the ten-year Fourth Round period (\$1,345,217.70), this Spending Plan projects a total balance of approximately \$3,731,012.20 by June 30, 2035 prior to any expenditures from the account.<sup>2</sup>

Furthermore, all revenue from the affordable housing trust fund collected during the Third Round period shall be allocated as provided in the adopted Third Round Spending Plan. This Fourth Round Spending Plan therefore only provides an allocation of funds projected to be collected during the Fourth Round, as the remaining revenue within the affordable housing trust fund has been set aside to be spent as outlined in the adopted Third Round Spending Plan. Should any change in circumstances necessitate the allocation of funds as detailed in the Third Round Spending Plan to be modified, the Township reserves the right to amend the Fourth Round Spending Plan to address any adjustments to the apportionment of existing trust fund monies.

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<sup>1</sup> For simplification purposes, interest is grouped with development fees as total projected revenue; however, in reality, the collected interest each year will vary subject to the timing and amount of funds expended from the affordable housing trust fund.

<sup>2</sup> This Spending Plan, amended as of March 2026, has been prepared with the acknowledgment that an additional year of affordable housing trust fund transactions have occurred through December 2025 which have not been factored into the revenue projection calculations of this amended Spending Plan. However, given the uncertainty of development trends that may occur over the ten-year Fourth Round period, and considering the balance projected in the affordable housing trust fund (prior to any expenditures) by December 2025 is relatively consistent with the actual balance per the Township's December 2025 bank statement, the projections remain unchanged for the purposes of this Spending Plan and may be subject to further amendment throughout the Fourth Round period.

### 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 Township of Berkeley Heights:

(a) Collection of Development Fee revenues:

Collection of development fee revenues shall be consistent with the Township of Berkeley Heights development fee regulations for both residential and non-residential developments as provided in Part 18.W of Appendix A of the Township Code and in accordance with P.L. 2024, c.2 and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

Pursuant to a development approval by the Board having jurisdiction, the Township will notify the construction official of the approval. At the time of construction permit application, the construction official will notify the tax assessor and request an initial calculation of the equalized assessed value (EAV) of the proposed development and the resulting fee to be posted. One-half of the fee will be due at the time of issuance of the first building permit. For non-residential development only, the developer will be provided a copy of Form N – RDF “State of New Jersey Non-Residential Development Certification/Exemption.” This form will be used by the tax assessor to verify exemptions and to prepare estimated and final assessments.

At the time of request for the final inspection, the construction official will notify the tax assessor and request confirmation of, or modification of, the initial (EAV) as the case may be. The final (EAV) will be provided to the developer within ten (10) days of the request for final inspection. Payment of the fee will then become a condition of issuance of the certificate of occupancy.

(b) Distribution of Development Fee revenues:

A general description of the distribution of revenues is provided below:

The Township’s Municipal Housing Liaison forwards a requisition of affordability assistance and administrative costs (routine expenditures) and costs for municipally sponsored 100% affordable housing development (significant expenditures) to the Finance Department recommending the expenditure of development fee revenues as set forth in this spending plan. The Finance Department reviews the request for consistency with the spending plan.

Once a request is approved by the Finance Department, the request is presented to the Township Council for approval. After receiving Township Council approval, the Finance Department releases the requested revenue from the trust fund for the specific use.

#### 4. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

Based on the \$1,345,217.70 in revenue from development fees, interest, and other income projected to be collected in the Township's affordable housing trust fund during the Fourth Round period, the Township anticipates to expend available funds as detailed below. Upon approval by the Court, the Township acknowledges that the expenditures of funds contemplated herein shall constitute the "commitment" for expenditure required pursuant to N.J.S.A. 52:27D-329.2, with the ten-year time period contemplated therein commencing in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). Expenditures are not detailed on an annual basis for the purposes of this expenditure plan to avoid misrepresentation of the availability of funds throughout the Fourth Round period. This Spending Plan shall be subject to future amendment to represent the actual funds collected and expended throughout the progression of the Fourth Round.

##### (a) Fourth Round Projects

##### i. Rehabilitation Projects (N.J.S.A. 52:27D-329.2)

While the Township is not required to provide any units towards its Rehabilitation obligation during the Fourth Round, the Township may continue to facilitate the rehabilitation of additional units through participation in a rehabilitation program.

##### ii. Costs Associated with the New Construction of Affordable Units (N.J.S.A. 52:27D-329.2)

The Township will dedicate funding towards the new construction of affordable units during the Fourth Round period for projects set forth in the Township's Fourth Round HEFSP, as amended, or projects proposed while the Fourth Round progresses. Specifically, the Township may elect to allocate funds from its affordable housing trust fund for the following 100% affordable project:

- 1) Up to 24 affordable rental units to be constructed at 31-41 Snyder Avenue (Block 208, Lots 38 and 39). Dedication of funds towards this project shall be subject to the terms of the December 8, 2025 Consent Order, which include the following:
  - a. The Township shall identify the location for the proposed 100% affordable site by March 15, 2026.
  - b. The Township agrees it shall demonstrate site control by July 1, 2026.
  - c. The Township agrees that it shall provide a pro forma of construction costs and anticipated sources of funds by December 31, 2026.
  - d. The Township agrees that it shall secure funding for the site by July 1, 2027 in order to allow the development to begin construction within two years.
  - e. If the Township does not meet any of the above deadlines which the parties agree are necessary components of moving

the site toward construction and creating a realistic opportunity, then the corresponding 24 affordable units are to be constructed on the Connell Site as an inclusionary component.

Funds for the construction of new affordable units will be allocated on a project-by-project basis as a project realistically moves forward. Additional funding towards the project(s) will likely be sought through and be the subject of a 9-percent NJHMFA tax credit application or other funding source. The Township may also elect to use funds dedicated for new construction towards the creation and/or maintenance of special needs/supportive housing and group homes.

Per N.J.A.C. 5:99-2.3, "A municipality may use affordable housing trust funds for any housing activity as itemized in the spending plan and approved by the Program or court of competent jurisdiction or as approved by the Division as an emergent opportunity to create affordable housing. Such activities include, but are not limited to... Extensions or improvements of roads and infrastructure directly serving affordable housing development sites; in the case of inclusionary developments, costs shall be prorated based on the proportion of affordable housing units included in the development." In accordance with N.J.A.C. 5:99-2.3, as part of the expenditures dedicated towards costs associated with the new construction of affordable units provided for in this Spending Plan, the Township may elect to use affordable housing trust funds towards infrastructure improvements demonstrated to directly serve affordable developments.

**iii. Costs Associated with the Extensions of Controls Program (for ownership units per N.J.A.C. 5:97-6.14 and UHAC at N.J.A.C. 5:80-26.6(h) through (k) and (m); and for rental units per N.J.A.C. 5:97-6.14 and N.J.A.C. 5:80-26.12(h) through (k))**

The Township may dedicate funding towards units for which extensions of controls will be completed in the Fourth Round. Should the Township elect to extend affordability controls for units in compliance with the regulations provided in N.J.A.C. 5:97-6.14 and UHAC, the Township agrees to put forth a minimum contribution for each unit if and/or as may be required by N.J.A.C. 5:97-6.14 and UHAC. The Township reserves the right to amend this Spending Plan as necessary to reflect the available funds within the municipal affordable housing trust fund which shall be expended for executing extensions of affordability controls on eligible units.

**(b) Affordability Assistance (N.J.S.A. 52:27D-329.2)**

The enabling legislation for the Fourth Round, at N.J.S.A. 52:27D-329.2.c(3), specifies that municipalities must set aside a portion of their development fee trust fund for the purpose of providing affordability assistance — without providing a

minimum percentage of what this portion shall be. The Township commits to dedicating a portion of its development fee revenue collected throughout the Fourth Round for affordability assistance. The Township estimates approximately \$100,000 from its affordable housing trust fund revenues will be set-aside for affordability assistance; however, this amount is subject to change and shall be contingent on the Township's use of available funds for the Fourth Round projects, and the other project expenditures identified in this Spending Plan, and without exceeding the 20 percent administrative expenses cap as outlined in Sections I.4(a) and I.4(c) of this Spending Plan.

Per N.J.A.C. 5:99-2.5, the Township may use funds for affordability assistance as follows:

- (a) A municipality shall set aside a portion of all development fees collected and interest earned for the purpose of providing affordability assistance to very-low-, low-, and moderate-income households in affordable units included in the municipality's fair share plan pursuant to N.J.S.A. 52:27D-329.1.
  1. Affordability assistance for very-low-income households may include offering a subsidy to developers of inclusionary or 100 percent affordable housing developments or buying down the cost of low- or moderate-income units in a municipal fair share plan to make them affordable to very low-income households, including special needs and supportive housing opportunities.
- (b) A municipality may contract with a private or public entity to administer any part of its housing element and fair share plan, including the requirement for affordability assistance, or any program or activity for which the municipality expends development fee proceeds.

An Affordability Assistance Manual will be prepared by the Township's Administrative Agent.

(c) **Administrative Expenses (N.J.S.A. 52:27D-329.2)**

Per N.J.S.A. 52:27D-329.2, "Not more than 20 percent of the revenues collected from development fees shall be expended on administration, in accordance with rules of the department." The actual administrative expense maximum is calculated on an ongoing basis based on actual revenues. The Township commits to expending Fourth Round affordable housing trust fund revenues on administrative costs below the 20 percent cap as required by statute.

Per N.J.A.C. 5:99-2.4, funds for administrative expenses may be used as follows:

- a) No more than 20 percent of all affordable housing trust funds, exclusive of those collected prior to July 17, 2008, to fund an RCA, shall be expended on administration.

- b) Administrative expenses may include costs reasonably related to the determination of the fair share obligation and the development of a municipal housing element and fair share plan and may include fees necessary to develop or implement affordable housing programs, an affirmative marketing program, and/or expenses that are reasonably necessary for compliance with the processes of the Program, including, but not limited to, the costs to the municipality of resolving a challenge pursuant to the Program.
- c) Administrative expenses may also include costs associated with functions carried out in compliance with UHAC, including activities related to the marketing program and waitlist management, administering the placement of occupants in housing units, income qualification of households, monitoring the turnover of sale and rental units, preserving existing affordable housing, and compliance with the Division's monitoring requirements.
- d) The proportion of a municipal employee's salary related to the MHL or RCA administrator functions and fees for required educational programs, may be paid as an administrative expense from the municipal affordable housing trust fund.

## 5. EXCESS OR SHORTFALL OF FUNDS

The Township of Berkeley Heights acknowledges that the actual revenue collected may be less than what is projected in this Spending Plan for a variety of reasons, including, but not limited to: (a) a moratorium on collection of development fees may be imposed by law; and (b) the actual amount of development in the Township may be less than what is anticipated. Should there be a shortfall of funds, the Township agrees that in no event shall it utilize more than 20% of the revenue collected from development fees, Redevelopment Agreement fees, and interest for administration.

The Township intends to expend all current and future revenues toward the mechanisms, as described in this Spending Plan. In the event of an excess of funds, these would be dedicated toward supplementing any programs or projects within the regulatory limits as described herein. The Township reserves the right to use the remainder first toward emerging mechanisms and for additional assistance where needed to support mechanisms included in the Township's Housing Element and Fair Share Plan as needed, in accordance with the requirements set forth in P.L. 2024, c.2. Should there be a surplus beyond emerging mechanisms, et. al., the Township reserves the right to use the remainder toward the next round of affordable housing, which will be addressed by an adopted Spending Plan in a timeframe that will satisfy the requirements of N.J.S.A 52:27D-329.2. The Township reserves the right to submit an updated Spending Plan to reflect any change in circumstance of the mechanisms and funds detailed herein.

## II. SUMMARY

The Township of Berkeley Heights intends to spend affordable housing trust fund revenues pursuant to N.J.S.A. 52:27D-329.2 and consistent with the housing programs outlined in the Housing Element and Fair Share Plan, as amended, that evolves from the Township's ongoing compliance efforts.

The Township recognizes that the projections in this Spending Plan are generated from a baseline assumption that development over the last five years will continue at a similar rate over the ten-year Fourth Round period, and the Township therefore reserves the right to amend the contents of this Spending Plan to reflect a change in the Township's development climate, Fourth Round HEFSP, development fee regulations, and/or any circumstance impacting the projections detailed herein.

Regarding the Fourth Round period, the Township projects approximately \$1,345,217.70 to be collected from development fees, Redevelopment Agreement fees, interest on existing funds, and other income from July 1, 2025 through June 30, 2035. Of this projected \$1,345,217.70 to be collected during the Fourth Round, the Township intends to dedicate a portion towards affordability assistance (estimated at \$100,000, but shall be subject to the Township's use of available funds for Fourth Round projects and without exceeding the 20 percent administrative expenses cap as outlined in Sections I.4(a) and I.4(c) of this Spending Plan) and no more than 20% of actual income collected to cover administrative costs. The remaining amount of income collected in the Township's affordable housing trust fund during the Fourth Round is intended to be used toward Fourth Round projects in accordance with Section I.4(a) of this Spending Plan (which includes rehabilitation projects, new construction of affordable units — which includes the development of an up to 24-unit 100% affordable housing project at 31-41 Snyder Avenue subject to the conditions of the December 8, 2025 Consent Order, and including funds that may be used towards infrastructure and/or special needs/group home units — and/or extensions of expiring controls), which will be allocated on a project-by-project basis as the specificity of these projects becomes more apparent over the Fourth Round period. The Township anticipates that the balance of revenues collected less expenses from July 1, 2025 to June 30, 2035 will be as close to zero dollars (\$0) as possible whereas any excess funds would be dedicated toward supplementing any programs or projects within the limits as described herein, toward emerging mechanisms pursuant to N.J.S.A. 52:27D-329.2, or reserved toward compliance with the next round of affordable housing in accordance with the Fair Housing Act.

**TABLE 1: FOURTH ROUND SPENDING PLAN SUMMARY  
BERKELEY HEIGHTS, UNION COUNTY, NEW JERSEY**

<b>TRUST FUND BALANCE 12/31/2025</b>	<b>\$2,401,743.42</b>
<b>PROJECTED REVENUE 7/1/2025 – 6/30/2035</b>	
Development fees, Redevelopment Agreement Fees, Other Income	+ \$1,015,224
Interest on existing funds	+ \$329,993.70
<b>TOTAL PROJECTED REVENUE 7/1/2025 – 6/30/2035</b>	<b>= \$1,345,217.70</b>

<b>PROJECTED EXPENDITURES 7/1/2025 – 6/30/2035</b>	
Funds towards Fourth Round Projects (new construction/rehabilitation/extensions of controls/special needs and group homes)	- Minimum of \$1,076,174.16 — which includes the development of an up to 24-unit 100% affordable housing project at 31-41 Snyder Avenue subject to the conditions of the December 8, 2025 Consent Order — minus TBD portion used for affordability assistance
Affordability assistance	- Portion TBD (estimated \$100,000, but subject to the Township's use of available funds for the Fourth Round projects and without exceeding 20 percent administrative expenses)
Administration	- Maximum of 20% of actual funds (up to \$269,043.54)
<b>TOTAL PROJECTED EXPENDITURES 7/1/2025 – 6/30/2035</b>	<b>= \$1,345,217.70</b>
<b>REMAINING BALANCE</b>	<b>= \$0</b>

TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY

RESOLUTION

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BERKELEY HEIGHTS ADOPTING AN AFFIRMATIVE MARKETING PLAN**

**WHEREAS**, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act and established the Affordable Housing Dispute Resolution Program (the “Program”); and

**WHEREAS**, on November 6, 2025, the Uniform Housing Affordability Controls (“UHAC”) were updated and amended; and

**WHEREAS**, on August 29, 2025, Fair Share Housing Center (“FSHC”) filed a deficiency letter to the Township’s Fourth Round Housing Element and Fair Share Plan; and

**WHEREAS**, as per the Court’s Case Management Order that was entered on October 8, 2025, the Township and FSHC entered into a Consent Order which was entered by the Court on December 8, 2025; and

**WHEREAS**, the Consent Order with FSHC required the Township to satisfy several conditions, including the adoption of an updated Affirmative Marketing Plan; and

**WHEREAS**, the Township has prepared an updated Affirmative Marketing Plan that is consistent with the applicable statutes and regulations.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey as follows:

1. The Township of Berkeley Heights (“Township”) does hereby adopt the Affirmative Marketing Plan attached hereto as Exhibit A.
2. This Resolution shall take effect immediately.

**Approved this 16th day of March, 2026.**

**ATTEST:**

\_\_\_\_\_  
**Angela Lazzari, RMC**  
**Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

**EXHIBIT A**

**AFFIRMATIVE FAIR HOUSING MARKETING PLAN**  
**For Affordable Housing in (REGION 2)**

**I. APPLICANT AND PROJECT INFORMATION**

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

Administrative Agent Name, Address, Phone Number  CGP&H, LLC 1249 South River Road, Suite 301 Cranbury, NJ 08512 609-664-2769 x5		Development or Program Name, Address	
Number of:	Affordable Rental Units	Affordable For-Sale Units	
Affordable Units Total			
Affordable Age Restricted Units			
Affordable Non-Age Restricted Units			
Affordable Supportive Housing Units			
Price or Rental Range	Approximate Starting Dates		
From:	Advertising:	Occupancy:	
To:			
Counties	Preferences, if any:		
<b>Essex, Morris, Union, Warren</b>	Veteran, Regional, NJ		
Accessibility Features, if any:			
Managing/Sales Agent's Name, Address, Phone Number			
Application Fees (if any):			

**A spreadsheet with information about all units, including number of bedrooms, income level, rent or price, accessibility features, and square footage must be attached to this plan.**

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

**II. RANDOM SELECTION**

<p>Describe the random selection process that will be used once applications are received.</p> <p>The Administrative Agent will assign random numbers to each applicant through a computerized random number generator.</p> <p>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).</p>
--

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, but still within the state, will be contacted.
- **State Preference:** Subordinate to regional preference, applicants that indicated that they lived or work in the State of New Jersey will be contacted. Once those applicants are exhausted, applicants outside the state will be contacted.
- **Veterans Preference:** If there is an executed agreement between the developer or landlord and the Township, duly quailed veterans will also be given preference according to the terms of the agreement.
- **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 or state 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.

### III. MARKETING

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:

#### REQUIRED

5:80-26.16(g)1 requires you to advertise your project on the New Jersey Housing Resource Center for at least sixty days before conducting the random selection.

**HOUSING RESOURCE CENTER** ([www.njhousing.gov](http://www.njhousing.gov)) A free, online listing of affordable housing

#### Regional Newspapers

5:80-26.16(g)3 requires you to advertise your project in at least one regional newspaper (either online or in print). You may also select several papers with partial regional coverage, as long as all counties in the region are covered.

#### TARGETS ENTIRE HOUSING REGION 2

##### Daily Newspaper

<input type="checkbox"/>	Star-Ledger (online only)	<a href="https://www.nj.com/starledger/">https://www.nj.com/starledger/</a>	Essex, Morris, Union, Warren	<b>D-Digital or ND- Non-Digital</b>
--------------------------	------------------------------	---	---------------------------------------	---

#### TARGETS PARTIAL HOUSING REGION 2

<input type="checkbox"/>	Daily Record	<a href="https://www.dailyrecord.com/">https://www.dailyrecord.com/</a>	Morris	
<input type="checkbox"/>	Lehigh Valley News	<a href="https://www.lehighvalleynews.com/">https://www.lehighvalleynews.com/</a>	Warren	
<b>Weekly Newspaper</b>				
<input type="checkbox"/>	Belleville Times	<a href="https://enewspaper.northjersey.com/ee/bellevilletimes/">https://enewspaper.northjersey.com/ee/bellevilletimes/</a>	Essex	

<input type="checkbox"/>	The Jersey Bee	<a href="https://jerseybee.org/">https://jerseybee.org/</a>	Essex	
<input type="checkbox"/>	Essex News Daily	<a href="https://essexnewsdaily.com/">https://essexnewsdaily.com/</a>	Essex, Union	
<input type="checkbox"/>	Morris News Bee	<a href="https://www.newjerseyhills.com/morris_news_bee/">https://www.newjerseyhills.com/morris_news_bee/</a>	Morris	
<input type="checkbox"/>	Hanover Eagle	<a href="https://www.newjerseyhills.com/hanover_eagle/">https://www.newjerseyhills.com/hanover_eagle/</a>	Morris	
<input type="checkbox"/>	Independent Press	<a href="https://www.nj.com/independentpress">https://www.nj.com/independentpress</a>	Morris, Union, Essex	
<input type="checkbox"/>	Cranford Monthly	<a href="https://rennamedia.com/publications/cranford-monthly/">https://rennamedia.com/publications/cranford-monthly/</a>	Union	
<input type="checkbox"/>	Union News Daily	<a href="https://unionnewsdaily.com/">https://unionnewsdaily.com/</a>	Union	
<input type="checkbox"/>	Spirit of Union	<a href="https://rennamedia.com/">https://rennamedia.com/</a>	Union	
<input type="checkbox"/>	Warren Monthly	<a href="https://rennamedia.com/publications/warren-monthly/">https://rennamedia.com/publications/warren-monthly/</a>	Warren	
<input type="checkbox"/>	Warren News	<a href="https://www.nj.com/warren/">https://www.nj.com/warren/</a>	Warren	
<input type="checkbox"/>	Warren Daily Voice	<a href="https://dailyvoice.com/nj/warren/">https://dailyvoice.com/nj/warren/</a>	Warren	

**Housing Search Websites – D – Digital**

5:80-26.16(g)4 requires you to advertise your project on at least one housing search website in addition to the NJHRC. **“Housing search website”** means any publicly accessible internet-based platform used to advertise residential dwelling units to the general public, including but not limited to:

- Online real estate sections of newspapers or news organizations;
- Internet websites operated or maintained by a municipal AA or affordable housing service provider that advertise affordable units in one or more municipalities;
- Commercial real estate listing platforms; and
- Other comparable online platforms customarily used to market rental or ownership housing, including AA sites.

List below all housing search websites to be used:

**ELECTIVES**

If you selected a print newspaper(s) as your regional paper above, select TWO additional strategies below with AT LEAST ONE NON-DIGITAL MARKETING STRATEGY.

If you selected a digital newspaper(s) as your regional paper above, select AT LEAST TWO NON-DIGITAL MARKETING STRATEGIES below.

**Specific Radio and Television Stations – D – Digital**

5:80-26.16(e)1 lists specific radio stations, and television stations throughout the housing region as marketing opportunities. If choosing this option, make sure your proposed stations cover the entire region. You may add more if desired. List the selected publications below or attach a list from the Marketing Outreach Tool.

<input type="checkbox"/>	

**AND Paid Targeted Digital Advertising (must be selected in addition to stations above) – D – Digital**

5:80-26.16(e)1 offers paid targeted digital advertising as an option. Some common platforms are listed below.

<input type="checkbox"/>	Google Ads
<input type="checkbox"/>	Microsoft Ads
<input type="checkbox"/>	Bing Ads
<input type="checkbox"/>	Other (please list)

**Specific Newspapers and Other Publications**

5:80-26.16(e)2 lists “specific newspapers and other publications circulated within the housing region” as an option, including neighborhood-oriented weekly papers, religious publications, and organizational newsletters. If choosing this option, make sure your proposed publications cover the entire region. You may add more if desired. List the selected publications below or attach a list from the Marketing Outreach Tool.

		D-Digital or ND-Non-Digital
X	Echoes Sentinel	
X	Union Leader	
<input type="checkbox"/>		
<input type="checkbox"/>		

**Employers Throughout the Housing Region – ND – Non-Digital**

5:80-26-16(e)3 offers outreach to regional employers as an option. A comprehensive and regularly updated list of employers is available in the Marketing Outreach Tool. Please reach out to each listed employer in the region; you may add more if desired. If an employer no longer exists or has moved, please inform DCA.

**Community Organizations Throughout the Housing Region – ND – Non-Digital**

5:80-26-16(e)4 offers community and regional organizations as an option, including nonprofit, religious, governmental, fraternal, civic, and other organizations. A comprehensive and regularly updated list of organizations is available in the Marketing Outreach Tool. Please reach out to each listed organization in the region. You may add more if desired. If an organization no longer exists or has moved, please inform DCA.

**Municipal and County Websites – D – Digital**

5:80-26-16(e)5 offers municipal and county website advertising as an option. Insert the URL for the municipality. To ensure regional outreach, advertise in all county websites listed below.

Municipality:

<https://essexcountynj.org/>

<http://morriscountynj.gov/>

<a href="http://www.ucnj.org">www.ucnj.org</a>	
<a href="http://www.warrencountynj.gov">www.warrencountynj.gov</a>	
<input type="checkbox"/> <b>Social Media – D – Digital</b>	
5:80-26.16(e)6 offers social media as an option. Some common platforms are listed below. You may place ads on these platforms or market for free on your own page.	
<input type="checkbox"/>	Facebook
<input type="checkbox"/>	TikTok
<input type="checkbox"/>	Instagram
<input type="checkbox"/>	Reddit
<input type="checkbox"/>	YouTube
<input type="checkbox"/>	Snapchat
<input type="checkbox"/>	Other (please list)
<input type="checkbox"/> <b>Public Transit Stops – ND – Non-Digital</b>	
A comprehensive and regularly updated list of NJ Transit stops is available at <a href="https://www.nj.gov/dca/hmfa/about/has/">https://www.nj.gov/dca/hmfa/about/has/</a> , or in map form at <a href="http://njogis-newjersey.opendata.arcgis.com">njogis-newjersey.opendata.arcgis.com</a> . Note that you <b>must</b> get permission from NJ Transit to post flyers.	
<input type="checkbox"/> <b>Other Advertising Efforts to Groups Least Likely to be Reached</b>	

**IV. SUMMARY**

Non-Digital Outreach	Digital Outreach

**V. APPLICATIONS**

Applications for affordable housing or notices thereof, if offered online, for the above units will be available in all County Administration Buildings and Libraries for all counties in the housing region:	
<b>BUILDING</b>	<b>LOCATION</b>

X	Morris County Administration	PO Box 900, Morristown, NJ 07963 (973)285-6000
X	Morris County Library	30 East Hanover Avenue, Whippany, NJ 07981 (973)285-6930
X	Warren County Administration	165 County Route 519 South, Belvidere, New Jersey 07823 (908)475-6200
X	Warren County Library Administrative Offices	2 Shotwell Dr., Belvidere, NJ 07823 (908) 818-1280
X	Essex County/Hall of Records	465 Dr. Martin Luther King, Jr. Blvd, Newark, NJ 07102 (973)621-4400
X	Essex County Library	303 University Avenue, Newark, NJ 07102 (973) 877-3233
X	Union County Administration Building	10 Elizabethtown Plaza, Elizabeth, NJ 07202 (908)527-4100
X	Union County Library	1980 Morris Avenue, Union, NJ 07083 (908) 851-5450
Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
Berkeley Heights Municipal Administration Building Address: 29 Park Avenue, Berkeley Heights, NJ 07922		
Contact Person: Current Municipal Housing Liaison		
Berkeley Heights Public Library Address: 29 Park Avenue, Berkeley Heights, NJ 07922 Contact Person: Current Head Librarian/Director		
Sales/Rental Office for units (if applicable)		

## V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the Municipality's compliance and/or any state funding.	
<u>Melissa Langer</u>	_____
Name (Type or Print)	
<u>Affordable Housing Manager</u>	_____
Title/Municipality	
<u>Melissa Langer</u>	<u>03/13/2026</u>
Signature	Date

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BERKELEY HEIGHTS  
ADOPTING AN ADMINISTRATIVE AGENT OPERATING MANUAL**

**WHEREAS**, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act; and

**WHEREAS**, on November 6, 2025, the Uniform Housing Affordability Controls (“UHAC”) were updated and amended; and

**WHEREAS**, to ensure that the Township’s Administrative Agent Operating Manual conforms with UHAC as amended, the Township will adopt an updated manual.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey as follows:

1. The Township Council hereby adopts an Administrative Agent Operating Manual attached hereto as Exhibit A.
2. This Resolution shall take effect immediately.

**Approved this 16th day of March, 2026.**

**ATTEST:**

---

**Angela Lazzari, RMC  
Township Clerk**

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

**EXHIBIT A**

# **Township of Berkeley Heights**

## **AFFORDABLE HOUSING ADMINISTRATIVE AGENT**

*Policies and Procedures Manual*

**MARCH 2026**

### **Administration of Affordable Units**

Prepared by:

Community Grants Planning & Housing

1249 South River Road, Suite 301

Cranbury, NJ 08512-3633

609/664-2769 [www.cgph.net](http://www.cgph.net)

[www.affordablehomesnewjersey.com](http://www.affordablehomesnewjersey.com)



**CGPH**

Community Grants, Planning & Housing  
*Good People. Great Results. Since 1993.*

# Township of Berkeley Heights

## Administration of Affordable Units Operating Manual

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## **EXECUTIVE SUMMARY**

This Operating Manual, prepared for **Township of Berkeley Heights** hereafter referred to as “Municipality”, (1) sets forth the policies and procedures for placing eligible individuals and families into the Municipality’s affordable units and (2) provides instructions for working with developers, owners and landlords as new affordable units become available. This document is designed to ensure compliance with the State’s Uniform Housing Affordability Controls (“UHAC”) (N.J.A.C. 5:80-26.1 et seq.) and with the Municipality’s Affordable Housing Ordinance, its Affirmative Marketing Plan if applicable, and other local laws and requirements. In addition to being a valuable tool for the Municipality’s Administrative Agent and Municipal Housing Liaison as we implement Affordable Housing in the Municipality, it will also be a resource for other Affordable Housing professionals and interested members of the public to understand the intricacies of implementing a program such as this.

This manual details the tasks involved in the day-to-day administration of Affordable Housing units under the direct control and oversight of the Municipality. This document covers how new units are created and priced and how units are marketed to prospective applicants. Other information includes the following: waiting list and random selection procedures; required and permitted preferences; procedures for determining income eligibility; resale by income-eligible owners of affordable property to other eligible buyers; process for property managers to fill affordable rental vacancies; refinancing and mortgage modification procedures; waivers of program requirements. The administrative steps outlined in this manual are the thread that holds the fabric of the entire program together, setting out the fundamental obligations and responsibilities of the program administrators.

This manual reflects changes to UHAC that went into effect in December 2025. These UHAC changes impact every aspect of the Administration of affordable units from income qualification to deed restrictions and there are many outstanding questions about the applicability of the rules and how to implement the regulations. Future changes to the manual will be required after The Department of Community Affairs (DCA) launches its educational program for Administrative Agents. In addition, the New Jersey Housing and Mortgage Finance Agency (NJHMFA) has indicated on their website that they will be publishing and an updated “Understanding UHAC” manual that will provide additional clarification to Administrative Agents on the updated regulations.

The **Glossary** at the end of this Operating Manual provides definitions of terms, abbreviations and acronyms used throughout the Operating Manual.

## **I. INTRODUCTION**

The purpose of this manual is to describe the policies and procedures used to create Affordable Housing units in the Municipality and fill them with income-eligible families.

The policies outlined in this manual are derived from the December 2025 version of UHAC (N.J.A.C. 5:80-26.1 et seq.) The manual will be updated after DCA launches its educational program for Administrative Agents and NJHMFA publishes additional guidance on their website. This manual does not include all provisions of UHAC, and UHAC is a companion document to this manual. Instead, this manual highlights instances where additional guidance is provided by the NJHMFA, DCA staff or by local ordinance. The manual also provides additional clarification and direction on items that are not in UHAC in order to ensure fairness to applicants, owners, and renters.

### **I-A. What is Affordable Housing?**

Affordable Housing, unlike market-rate housing, has affordability controls establishing initial set prices and rents, and then controlling annual increases for many years. For example, new units that fall under these controls will be restricted for at least 30 years. The New Jersey Affordable Housing rules consider housing to be “affordable” if the household<sup>1</sup> expends approximately 28% or less of the household’s gross income on housing costs. See footnote below and Glossary for definition of “**Household**.” Affordable Housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the Affordable Housing is located.

An Affordable Housing unit for the purposes of this manual can be specifically defined herein as “a housing unit proposed or created pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. (“**Affordable Unit**”).

The Affordable Units referenced in this manual are not the same as public housing units that are funded largely by governmental programs such as those administered by the U.S. Department of Housing and Urban Development (“**HUD**”) programs and that are owned, operated and managed by a public housing authority (“**PHA**”). As defined by HUD, “public housing was established to provide

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<sup>1</sup> In accordance with US Department of Housing and Urban Development (“**HUD**”) definitions and UHAC practice, “**household**” references the number of persons in the unit and not the size of the unit. See for example, HUD’s definition of household as “[o]ne or more persons occupying a housing unit” -- in other words, the number of persons in the home. HUD website accessed June 13, 2016. [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/library/glossary/](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/glossary/), See also, UHAC regulation N.J.A.C. 5:80-26.4, “In determining the initial rents and initial sales prices for compliance with the Affordability Average requirements for restricted units ... the following standards shall be used: 1. A studio shall be affordable to a one-person household.”

decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. Public housing comes in all sizes and types, from scattered single-family houses to high rise apartments for elderly families. There are approximately 1.2 million households [in the US] living in public housing units[.]”<sup>2</sup> Some municipalities create their own PHAs which operate and manage public housing within the municipality.

**I-B. Who Qualifies for Affordable Housing?**

To be eligible for Affordable Housing in New Jersey, a household’s income must be below the established income limit for the region in which the Affordable Housing is located. There are three eligibility levels: very low, low, and moderate. A moderate-income household is classified as earning less than 80 percent of the area median income. A low-income household is classified as earning less than 50 percent of area median income, and a very low-income household is classified as earning less than 30 percent of median income. See Glossary for definitions of “**Low- Income Household**” and “**Very Low-Income Household**”. There are different median incomes in each of the six Affordable Housing regions shown in Figure 1 below, with the Municipality located in **Region 2**. The income limits are adjusted annually.

**Figure 1: Affordable Housing Regions**

<b>Regions</b>	<b>Counties</b>
1	Bergen, Hudson, Passaic, Sussex
2	Essex, Morris, Union, Warren
3	Hunterdon, Middlesex, Somerset
4	Mercer, Monmouth, Ocean
5	Burlington, Camden, Gloucester
6	Atlantic, Cape May, Cumberland, Salem

**I-C. Equal Housing Opportunity**

Title VIII of the Civil Rights Act of 1968 (the “**Fair Housing Act**”), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability.

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<sup>2</sup> [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/ph](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph), US HUD Website, accessed June 7, 2016.

The **New Jersey Law Against Discrimination (“LAD”)** prohibits discrimination when selling or renting property. The law covers owners, agents, employees and brokers and makes it unlawful to refuse to rent, show or sell property based on a person's race, creed, color, national origin, nationality, ancestry, marital status, domestic partnership or civil union status, familial status, affectional or sexual orientation, gender identity or expression, sex, or mental and physical disability, including AIDS and HIV-related illness. In addition, the LAD prohibits discrimination in the housing context based on one's source of lawful income or rent subsidy.

The **New Jersey Fair Chance in Housing Act** prohibits a housing provider from considering arrests or charges not resulting in a conviction, expunged convictions, executively pardoned convictions, vacated or nullified convictions, juvenile adjudications of delinquency, or sealed records. Housing providers cannot ask about or consider a potential tenant's criminal history – including on their initial application materials, in interviews, or in any other way– before making a conditional offer of housing. There are two exceptions for when a landlord may inquire about criminal histories without making a conditional offer: A conviction for the manufacture or production of methamphetamine on the premises of federally assisted housing; and A conviction that requires the applicant to register as a sex offender for life.

## **II. CREATION OF NEW UNITS**

This manual applies to UHAC eligible units whether for rent or for purchase, 100 percent affordable developments, market-to-affordable projects, gut-rehab projects, and other innovative Affordable Housing mechanisms. It does not apply to projects exempt from portions of UHAC including low-income housing tax credit projects and group homes. (See UHAC for a full list of exempt programs.)

### **II-A. Review Project Requirements**

When a new project is planned, the administrative agent designated by the Municipality for the administration of Affordable Units (the “**Administrative Agent**”) will gather the information about the development. The first step is to review development approvals and/or developer agreements, the Housing Element and Fair Share Plan, and the municipal Affordable Housing Ordinance, including its Affirmative Marketing Requirements if applicable.

### **II-B. New Purchase Units**

#### ***1. Initial Pricing and Bedroom Distribution of Purchase Units***

The Administrative Agent will determine the initial pricing stratification in compliance with UHAC. The Administrative Agent will also review the municipal housing ordinance and other planning documents to determine if units are prior round units and if there any other additional requirements when setting initial sale prices.

The pricing calculation will take into consideration costs that exist at that time including such factors as the mortgage rate, tax rate, equalization ratio, condominium/homeowner association fee, and Private Mortgage Insurance (“**PMI**”). PMI must be included in the pricing calculation even if a new development will provide financing that will not require PMI. This will ensure that the price is affordable at future sales when PMI will be required. The maximum restricted sales price (“**MRSP**”) will be affected by mortgage interest rates when an affordable Unit is initially priced. At resale, the prevailing mortgage interest rate will be used to determine the affordability of that particular unit to the applicant household. 2

#### ***2. Upgrades from Builder***

The builder may offer buyers of new Affordable Units the opportunity to purchase upgrades such as granite countertops or hardwood flooring at additional cost. If upgrades are offered, the following guidelines apply:

- a. These upgrades must be optional. The buyer must be able to choose NOT to purchase the upgrades and be able to buy the base home at or below the MRSP.
- b. The sale price of the home will be at or below the MRSP without the cost of the upgrades.
- c. All future sales will be based on the sale price without the upgrades. In other words, the buyer will not be able to recoup the cost of the upgrades at the next sale.
- d. The buyer cannot finance more than the MRSP. As a result, the buyer will not be able to finance the cost of the upgrades.

### **3. Deed Restriction**

Affordable Units created under this program will be deed restricted as affordable for a period of at least 30 years. All legal instruments to secure the affordability will be modeled after the applicable instruments published in the UHAC Appendices. The affordability control period start date for each unit begins when the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.

A market-rate appraisal will be required to calculate the repayment amount on the affordable Recapture Mortgage Note. (This amount is the difference between the market appraisal and the affordable sale price and is due at the first non-exempt sale at the end of the control period.) The developer is responsible for providing the market rate appraisal. One appraisal can be used for similar unit types (all one bedrooms that are the same models, for example) if the appraisal is less than six months old. If the buyer's mortgage company completes a market-rate appraisal, that appraisal can be used instead. (See additional discussion in Section V.)

### **4. Earnest Money (Deposit) for Ownership Properties**

The Affordable Housing rules do not specify a minimum or a maximum amount that a buyer must put down on a property when the Purchase Agreement and/or Contract of Sale is executed. However, while not required, a down payment is recommended because banks will almost never lend without a 5% minimum contribution.

## **II-C. NEW RENTAL UNITS**

### **1. Initial Pricing and Bedroom Distribution of Rental Units**

Rents will be set according to the pricing guidelines outlined in UHAC. The Administrative Agent will also review the municipal housing ordinance and other planning documents to determine if units are prior round units and if there are any other additional requirements when setting initial rents.

### **2. Deed Restriction**

Control periods shall be at least 30 years as applicable unless otherwise indicated for rental units that meet the definition of prior round units. Other than for prior round units, control periods for restricted rental units shall be at least 40 years. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent. All legal instruments to secure the affordability will be modeled after the applicable instruments published in UHAC.

The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction.

The units cannot be “swapped” during the control period. *For example, after the deed restriction is filed, the affordable designation of the unit cannot be changed from a Low-Income to a Moderate-Income unit.* Moreover, it is important to note that the prevailing regulations (UHAC) do not require annual recertification, and therefore while the unit remains as a Low/Moderate-Income unit during the term of the deed restriction, the income of the current tenant is no longer relevant following initial eligibility. The same rules relating to initial eligibility certification and no annual recertifications will continue to apply to each subsequent tenant throughout the duration of the deed restriction.

**3. Mandatory and Optional fees**

At vacancy, all fees for affordable tenants will comply with the current UHAC regulations summarized below. If a tenant had previously signed a lease, the existing fee structure may be maintained until the tenant vacates the unit.

**Figure 1: Rental Fees**

<b>1. Certificate Of Occupancy Fees</b>	Prohibited
<b>2. Move-In Fees</b>	Prohibited
<b>3. Move-Out Fees</b>	Prohibited
<b>4. Mandatory Internet Fees</b>	Prohibited
<b>5. Mandatory Cable Fees</b>	Prohibited
<b>6. Mandatory Utility Submetering Fees</b>	Prohibited
<b>7. Parking Fees</b>	Prohibited EXECEPT developments may charge parking fees for 1 car if the development has fewer than one and a half off-street parking spaces per unit.
<b>8. Amenity Fees</b>	Any fee structure that would remove or limit affordable renters’ access to any amenities or services that are required or included for market-rate renters is prohibited.
<b>9. Pet Fees</b>	Pet fees may not exceed \$30.00 per month per household (not per pet) and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
<b>10. Optional Fees (storage spaces, bike share programs, party room rental)</b>	Permitted but may not exceed the amounts charged to market-rate tenants.
<b>11. Application Fees (including credit check)</b>	Fees greater than 5% of rent prohibited.

Utility allowances are factored into the initial pricing and are not considered mandatory or optional fee.

The developer may require that all renters purchase *rental insurance*. The rental insurance cost is not considered a mandatory fee and will not be included in the initial rental calculation or part of the minimum income calculation.

#### **4. Hold Fees**

After the household passes the landlord's tenant selection criteria, the landlord *may* choose to collect an additional fee from the applicant to process the Affordable Housing application. Landlords may choose to implement this optional fee so only serious applicants move through the income certification process. If this optional fee is collected, the following rules apply:

- The fee cannot be higher than one month's rent.
- If the applicant is income-certified and rents the unit, the fee will be applied to the first month rent and/or down payment.
- If the applicant is income certified and they choose not to rent the unit, the landlord is not required to return the fee.
- If the applicant is determined to not be income eligible, the landlord must return the fee.

#### **5. Security Deposit**

Security deposits for Affordable Units are governed by New Jersey Landlord-Tenant regulations. The requirements are the same for Affordable Units as they are for market-rate units.

#### **6. Tenant Selection Criteria**

Affordable units are "private" market units (as opposed to public housing units) where rents are set (and deed restricted as to time) to be affordable to very low, low, and moderate income persons. Although deed restricted, the units still are under the "control" of the private owner/landlord, with oversight by the Administrative Agent. Accordingly, other than the set rent and deed restriction requirement, the landlord may establish its own non-discriminatory legal criteria for tenant selection. Such tenant selection criteria must be the same in renting Affordable Units as for leasing market rate units. All tenant selection criteria must comply with all New Jersey landlord tenant law including the New Jersey Fair Chance in Housing Act.

### **III. MARKETING OF UNITS, WAITING LIST, AND MATCHING HOUSEHOLDS TO AVAILABLE UNITS**

The following section describes the steps that will be taken to identify very low, low, and moderate income families that may be interested in renting and purchasing Affordable Units created by the Municipality. All marketing initiatives must comply with the Affirmative Marketing rules established by UHAC, as presently set out in NJAC 5:80-26.16 and in accordance with any additional Affirmative Marketing Plan developed by the Municipality.

Development-specific Affirmative Marketing Plans would outline required marketing, including paid advertising that must be conducted before a random selection is completed. (See Random Selection and Waiting List Priority in Section B, below.)

While the waiting list is open, Affirmative Marketing will continue in the form of listing of units on NJHRC.gov, affordablehomesnewjersey.com, and/or quarterly mailings to community groups, major employers, and government agencies in the New Jersey Affordable Housing region where the Municipality is located. If the waiting list is ever closed because of the long length of the list, paid advertising as outlined in the Affirmative Marketing Plan will be required to reopen the waiting list.

#### **III-A. Preliminary Application**

All households that wish to be considered for Affordable Housing must submit a preliminary application. Households will be encouraged to submit their preliminary application online. For those applicants who do not have internet access, the Administrative Agent will work with interested applicants by phone and mail. The preliminary application will include questions about household income and its composition in order to determine preliminary eligibility. Please note that preliminary eligibility is based solely on self-reported information by the applicant and is in no way a guarantee of eligibility.

If the applicant indicates that their total household income is below the moderate income limit for their family size, they will be eligible for placement in the applicant pool. The Administrative Agent will also set a minimum income that is required to be added to the waiting list. (See *Minimum Income Requirements* in this Chapter.) Applicants will be required to provide written documentation of their income at the time of the full income certification as discussed in *Chapter IV*.

#### **III-B. Random Selection and Waiting List Priority**

The Administrative Agent will assign random numbers to each applicant through a computerized random number generator thereby creating a waiting list.

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

At the time a unit is available, a separate list of applicants is created for each property, deriving from a municipality-specific waiting list of applicants who have added themselves to that waitlist up to the day of the creation of the separate development list.

The household with the highest lottery number (or oldest Interest Date) may not always be the next person contacted for a specific available unit because of factors impacting waiting list priority. In addition to age-restricted requirements, these factors include the number of persons in the household, household income level, households with a person with physical disabilities, veterans preference, regional preference, and New Jersey preference as may be established in the Municipal Affordable Housing Ordinance. The municipality has selected to use a regional preference and to use a New Jersey preference and to use a veterans preference, which appears in the municipality's Affordable Housing Ordinance. Each of these six waiting list priority factors are further described in *Figure 2*. In addition, with respect to existing restricted units undergoing approved rehabilitation for the purpose of preservation or to restricted units newly created to replace existing restricted units undergoing demolition, a preference for the very-low-, low-, and moderate-income households that are displaced by the rehabilitation or demolition and replacement.

### **III-C. Matching Applicants on Waiting list to Available Units**

When an applicant becomes eligible to be offered an Affordable Unit, they will be asked to complete an Interest Form. The Interest Form will assess whether they continue to meet the income requirements and whether they remain interested in purchasing or renting a specific unit or unit type.

The Administrative Agent will strive to fill available affordable units as quickly as possible in order minimize vacancy times and thereby assisting more households with affordable housing. Instead of inviting one applicant at a time for each available unit, the Administrative Agent will invite a group of households that meet the eligibility requirements to complete an Interest Form for each available unit. This method reduces the time it takes to fill an affordable housing vacancy. Waiting list priority will be established by the factors outlined in *Figure 2*. Households will have 24 hours to respond to the Interest Form to determine if they are interested in being potentially referred to the unit. If they do not want to pursue the unit or even if they do not respond at all, they will **not** be removed from the waiting list and will be notified of the next available vacancy. The Administrative Agent will prescreen the applicant's responses to the Interest Form.

**Figure 32: Additional Factors Impacting Waiting List Priority**

<p><b>1. Age-Restricted</b></p>	<p>Only households that meet the age-restricted requirements will be offered age-restricted units.</p>
<p><b>2. Regional Preference</b></p>	<p>Municipalities may choose to give preference to households that live or work in the local Affordable Housing region. The municipality has elected to give preference to households that live or work in the local Affordable Housing region, such regional preference shall be established by ordinance. In such instance, applicants who indicate that they live or work in the Affordable Housing region will be contacted before those outside the region. Once those applicants are exhausted, applicants outside the region will be contacted.</p>
<p><b>3. New Jersey Preference</b></p>	<p>Subordinate to the regional preference, the municipality may choose to give preference to households that live and/or work in New Jersey.</p>
<p><b>4. Household Size (Number of Members)</b></p>	<p>Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no households with a person for each bedroom, units will be offered to smaller sized households that do not have a person for each bedroom. An applicant household cannot be required to take an Affordable Unit with a greater number of bedrooms as long as overcrowding is not a factor. (A maximum of two people are permitted per bedroom.) A household can be eligible for more than one unit category. An applicant may request a reasonable accommodation for an extra bedroom to accommodate large medical equipment. Applicants must provide Doctor’s note at time of income certification.</p>
<p><b>5. Maximum Minimum Income</b></p>	<p>Only households that are under the income limit of the Affordable Unit AND meet the minimum income requirements will qualify to apply for the next Affordable Unit. See <i>Figure 5</i> for a full discussion of minimum income requirements.</p>
<p><b>6. Fully Accessible Units</b></p>	<p>A household with a person with physical disabilities will get preference on the waiting list for accessible units because of the very limited number of handicapped accessible units. Applicants must provide a letter from their doctor stating what kind of accommodation they require as a result of their disability.</p>
<p><b>7. Veterans Preference</b></p>	<p>The Municipality and developer may enter into an agreement to provide preference to veterans who served in time of war or other emergency, as defined in section 1 of P.L. 1963, c. 171 (C.54:4-8.10), of up to 50 percent of the affordable units in that particular project. If applicable, veterans who apply within 90 days of the initial marketing period shall receive preference for the rental of the agreed-upon percentage of affordable units. After the first 90 days of the initial 120-day marketing period, if any of those units subject to the preference remain available, then applicants from the general public shall be considered for occupancy.</p>

Another way the Administrative Agent will strive to minimize vacancy times is by determining when to invite applicants to submit a full application during the screening process. There are three primary avenues. All applicants applying for the same unit will follow the same path.

1. **Referral after Interest Form** - For most resales, applicants are referred to the seller of the affordable home after the Interest Form is submitted and screened before being invited to submit a full application. This method is generally preferred because each resale unit varies in condition and finishes. Not requiring applicants to submit full applications prior to referral allows applicants to see the opportunity before they invest time completing the full income certification application with supporting documents.
2. **Referral after Full Application Prescreen** – For all rental units and some sale units, potentially eligible applicants will be invited to submit a full income certification application after the interest form is screened. CGP&H will also prescreen the full income certification application. Ineligible applicants will be notified that they do not qualify for the unit based on self-reported information. This prescreening of the full application does not include a review of required supporting documentation. Potentially eligible applicants will be referred to the landlord or owner after the full application prescreen.
3. **Referral after Full Income Certification** – In some cases, applicants will be referred to the landlord or owner after the applicant is fully income certified.

Another way the Administrative Agent can expedite the filling of vacancies is by contacting all eligible households for a specific unit when the waiting list is very short. This approach allows the Administrative Agent to move through the waiting list as quickly as possible. Waiting list priority will be established by the factors outlined in *Figure 2*. If more than one household qualifies and is interested, the household with the highest priority number will be offered the unit first.

### **III-D. Determining Preliminary Eligibility**

The Administrative Agent will review the Interest Form to determine whether the applicant meets or continues to meet the requirements to rent or purchase the unit. All information will be verified during the full application process. The following sections describe the factors that will be reviewed to determine preliminary eligibility as well as final eligibility during the full income certification process.

#### **1. Regional and State Preference**

Should a municipality determine that households that live or work within the Municipality's Affordable Housing Region and/or New Jersey are to be given preference in being contacted, such preferences shall be set out in the municipality's Affordable Housing Ordinance. Upon the adoption of such an ordinance, the Administrative Agent will confirm that the household either lives or works within the region and/or New Jersey. If they no longer live or work within the region and/or New Jersey, they will remain on the waiting list for consideration after all in-region and/or in-state applicants have been considered. The municipality does have a regional preference. The municipality does have a New Jersey preference.

**2. Determining Household Composition**

The household is composed of all permanent members of the household, and the composition will determine both the size of the unit needed by the household and the maximum income limit of that household. Some household members may be considered in the bedroom calculation who are not counted in the maximum income calculation as shown in *Figure 3*. If applicant’s divorce decree states that both parents share legal and residential custody but the former spouse has primary custody for school purposes, the child may be included in the applicant’s household when determining household size during the income certification process.

**Figure 3: Determining Household Size (Number of Members)**

	<b>Maximum Household Income Limit</b>	<b>Bedroom Size Calculation</b>
<b>Foster Children</b>	Do not count in household (do not include foster care income either)	Count
<b>Live in Health Aid or Nanny</b> (This must be a paid position and proof of contract with caregiver is required)	Do not count (Must provide proof that person is hired)	Count
<b>Child Whose Primary Residence is Not the Applicant Household</b>	Do not count unless custody is 50/50 (see narrative)	Count
<b>Unborn Child</b>	Count (Cannot ask for documentation because of privacy)	Count
<b>Child being adopted</b>	Count	Count
<b>Full time college student not living at home</b> (Full time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester)	Count (Do not count any part time income earned where part time is any income earned on less than a 35 hour work week)	Count

**3. Maximum Income Limits**

The Administrative Agent will confirm that the household’s income reported on the Interest Form falls under state mandated maximum income limit for the unit for which they are applying. Maximum income limits are provided annually by the NJ HMFA for each of the six Affordable Housing regions.

#### **4. Minimum Income Requirements**

Unlike maximum income limits, the State does not set minimum income limits. Instead, the State provides different income-to-housing expense ratios for rental and purchase units and different standards for age-restricted homes. The purpose of these ratios is to provide guidelines so applicants will be able to sustain their monthly housing expenses in the Affordable Units.

Evaluating minimum income requirements is complicated because the permitted ratio of monthly income that can be spent on housing expenses varies for different unit types and waivers are permitted. *Figure 4* details the minimum income ratios that will be utilized at each stage of the outreach process as well as during the full income certification. Since waivers from UHAC are allowed (see below), outreach is extended to households that do not quite meet the minimum income requirements. *For example, UHAC stipulates that households must not pay more than 35 percent of their monthly income for housing expenses if they are purchasing a home unless they meet a waiver requirement. When a specific home is for sale, outreach is expanded to all households whose housing expenses are under 37 percent instead of 35 percent. At the time of income certification, the exact percentage and whether they meet a waiver requirement is confirmed.*

Precise waiver requirement standards are not stipulated in UHAC, and *Figure 4* provides guidance when evaluating waiver requests. The State permits the Administrative Agent to give waivers to households to purchase a unit when their existing monthly housing expenses exceed 35 percent of their monthly income under the following conditions:

- The household can provide evidence that they have completed a HUD-certified home budgeting course; and
- The household obtains a firm mortgage loan commitment at the higher housing expense percentage of income level from a licensed financial institution.

Likewise, rental waivers may be given under the circumstances described below, and the household must receive a budgeting counseling class.

- The household can document that the housing expense of the Affordable Unit is less than the housing expenses of their current housing; or
- The household currently pays more in rent and the proposed rent will reduce the household's housing costs; or
- The household has consistently paid more than 35 percent (40 percent for households eligible for Age-Restricted Units) of eligible monthly income for rent in the past and has proven its ability to pay; or
- The household is currently in substandard or overcrowded living conditions;
- The household documents the existence of assets, with which the household proposes to supplement the rent payments; or
- The household documents proposed third party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the Owner of the unit. (This includes applicants with a Section 8 Voucher.)

When reviewing a waiver request, the Administrative Agent may take into consideration whether the applicant is receiving other assistance such as SNAP Benefits (Food Stamps).

#### **5. Regional Asset Limit**

The administrative agent shall deny the certificate of eligibility if the applicant household meets income eligibility requirements but possesses net household assets valued at an amount greater than the Regional Asset limit published annually by NJMFA. Administrative agents shall determine household net assets in accordance with the procedure for calculating "net family assets" stipulated at 24 CFR 5.603(b), as it may be updated from time to time.

The estimated net value of an applicant's primary residence shall be excluded from the calculation of net total assets if any of the following apply:

- The applicant's existing monthly housing costs (including principal, interest, taxes, homeowner and private mortgage insurance, and condominium or homeowner association fees, as applicable) exceed 38 percent of the household's eligible monthly income;
- The applicant is receiving assistance for the residence pursuant to 24 CFR 982.620 or pursuant to the Homeownership Option at 24 CFR 982;
- The applicant jointly owns the residence with an owner-occupant who is not part of the applicant household and with whom the applicant does not reside;
- The residence is a restricted ownership unit subject to the requirements of this subchapter or a 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, including any 95/5-restricted unit;
- Any member of the applicant household is a victim of domestic violence, as defined by the Prevention of Domestic Violence Act of 1991, P.L. 1991, c. 261 (N.J.S.A. 2C:25-17 et seq.); or
- The applicant demonstrates that the residence is not suitable for occupancy, according to any of the criteria listed at 24 CFR 5.618(a)(2)(i) through (v).

The administrative agent must accept self-certification from any member of an applicant household claiming to be a victim of domestic violence for purposes of the exception.

**Figure 4: Minimum Income Calculations <sup>1</sup>**

<b>RENTALS</b>		
<i>Monthly Housing Expense Calculation is rent + utilities not included in rent – monthly rental Assistance (if accepted by landlord)</i>		
	<b>FAMILY UNITS</b>	<b>AGE-RESTRICTED UNITS</b>
<b>To Submit Preliminary Application</b>	Any household with income over <b>\$8,000/year</b>	Any household with income over <b>\$8,000/year</b>
<b>To Be Invited To Submit Interest Form</b>	<b>37%</b> of income toward housing expenses <b>45%</b> of income toward housing expenses with rental waiver <sup>2</sup>	<b>42%</b> of income toward housing expenses <b>45%</b> of income toward housing expenses with rental waiver <sup>2</sup>
<b>To Be Invited To Submit Full Application</b>	<b>37%</b> of income toward housing expenses <b>45%</b> of income toward housing expenses with rental waiver <sup>2</sup>	<b>42%</b> of income toward housing expenses <b>45%</b> of income toward housing expenses with rental waiver <sup>2</sup>
<b>To Be Income Certified To Rent Unit</b>	<b>35%</b> of income toward housing expenses <b>45%</b> of income toward housing expenses with rental waiver <sup>2</sup> If applicant meets minimum income requirement with rent only, case manager will review utility allowance <sup>3</sup>	<b>40%</b> of income toward housing expenses <b>45%</b> of income toward housing expenses with rental waiver <sup>2</sup> If applicant meets minimum income requirement with rent only, case manager will review utility allowance <sup>3</sup>
<b>UHAC Requirement (Without Waiver)</b>	<b>35%</b> of income toward Housing Expenses	<b>40%</b> of income toward housing expenses
<b>OWNERSHIP</b>		
<i>Monthly Housing Expense Calculation is mortgage cost +HOA fee + property tax + insurance</i>		
	<b>FAMILY AND AGE-RESTRICTED UNITS</b>	
<b>To Submit Preliminary Application</b>	Any household with income over <b>\$8,000/year</b> .	
<b>To Be Invited To Submit Interest Form</b>	<b>37%</b> of income toward housing expenses No minimum down payment required	
<b>To Be Invited To Submit Full Application</b>	<b>37%</b> of income toward housing expenses	
<b>To Be Income Certified To Purchase Unit</b>	<b>35%</b> of income toward housing expenses <b>37%</b> of income toward housing expenses with ownership waiver <sup>2</sup>	
<b>UHAC Requirement (Without Waiver)</b>	<b>35%</b> of income toward housing expenses	
<sup>1</sup> Minimum income and percentages may be adjusted as needed to administer the program. Minimum income should not restrict eligible applicants and is designed to prevent applicants who do not have enough income from being added to the waiting list. All minimum income requirements will be clearly posted on the Administrative Agent’s website. <sup>2</sup> Rental and Purchase waiver requirements are explained in the <i>Minimum Income</i> Section of this Chapter (see Section 4). <sup>3</sup> The utility allowance review will determine whether the applicant will be able to afford the monthly expenses. This is sometimes required because the new utility allowance greatly exceeds the original utility pricing or their household’s actual utility costs may be less because of energy improvements.		

**6. Separated Applicants**

Separated applicants who have not finalized their divorce settlement agreement cannot purchase an affordable home until the spouse signs a form stating that they are releasing any claim right or interest in the affordable home being purchased. If the spouse refuses to sign the release, the applicant can request a judge to require the spouse to sign the form.

In order to calculate the household income of separated applicants at the time of the full income certification for both rental and sale properties, the applicant will need to provide a settlement agreement, divorce decree, or a division of assets signed by both parties.

**III-E. Annual Updates**

In order to keep the waiting list current, households will be asked to update their contact and other qualifying information on the waiting list annually. Households that do not update their information will be removed from the waiting list.

**III-F. Full Application**

Households will be invited to submit a full application to purchase or rent an affordable unit in order for the Administrative Agent to determine the income eligibility of the household. Applicants will have seven (7) days to submit the income application and seven (7) day extensions are permitted for a total of two weeks (14 days). Applicants will be advised that they may request an extension. All applicants will be provided a minimum of 14 days to complete their application.

The initial seven (7) day deadline with possible seven (7) extension is provided instead of an initial two week (14 days) deadline in order to assist applicants and reduce vacancy times.

### **III-G. Removal from the Waiting List**

Applicants on the waiting list for Affordable Housing can be removed from the list for any of the following reasons:

1. The applicant's income exceeds the income guidelines;
2. The applicant does not have the minimum income to purchase or rent any units in the portfolio;
3. The applicant assets exceeds the Regional Asset limit;
4. The applicant requests to be removed;
5. The applicant submits fraudulent information during the income certification process;
6. The applicant fails to submit the complete application on time (this includes failure to provide documentation needed to verify income and other required documents);
7. The applicant fails to respond to an inquiry in a timely manner;
8. The applicant does not cooperate or is abusive with staff, property managers, or the sellers of Affordable Units;
9. The applicant does not meet the credit requirements or other tenant selection criteria required by the landlord;
10. The applicant is unable to secure a mortgage;
11. The applicant does not attend a budgeting/home buyer counseling class if such is required (e.g., for a waiver);
12. The applicant does not respond to requests to purchase or rent a unit;
13. The applicant does not submit an annual update; or
14. The applicant has been approved to rent or purchase a unit in the Municipality.

Applicants who are removed from the waiting list may reapply. If approved to rent or purchase a unit in the Municipality, they may reapply for other opportunities in the Municipality.

### **III-H. Income Certified Applicants on the Waiting List**

Under certain circumstances, an applicant may be fully income certified but they do not proceed with the purchase or renting of the unit. In this case, the applicant will resume their original position on the waiting list. They will be contacted in the same priority outlined in this Chapter. In other words, being fully income certified will not result in any priority on the waiting list over other applicants. If the applicant does not sign a contract or lease within six months of the income certifications, the certification will expire.

In the future, the Administrative Agent shall accept household income determinations made within the previous 180 days by another administrative agent that has successfully completed DCA's Education Program. This is not applicable at this time because the Education Program has not been made available and therefore no Administrative Agents have successfully completed the program.

## **IV. DETERMINING INCOME ELIGIBILITY**

To be eligible for consideration for an Affordable Unit, a household must be determined to be income eligible.

The administrative agent shall determine household income in accordance with the procedure for calculating annual income at the time of initial occupancy and assistance, stipulated at 24 CFR 5.609, as it was in effect on December 20, 2024, and described in Chapter 5 of HUD [page=2782] Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs, which is available at:

[https://www.hud.gov/program\\_offices/administration/hudclips/handbooks/hsgh/4350.3](https://www.hud.gov/program_offices/administration/hudclips/handbooks/hsgh/4350.3).

### **IV-A. Proof of Income and Other Supporting Documents**

Extensive supporting documents are required to document the household's income and other qualifying criteria. The full list of required supporting documentation is provided in *Figure 5*.

During the course of the income certification, applicants may be required to submit additional documentation to establish the household composition and income. While it is impossible to list all examples of additional documentation, some examples of additional documentation are described below. The Administrative Agent may require that documentation is notarized.

- Private mortgage documentation (bank statement of party lending the money, letter with terms of private mortgage);
- Proof of gift for down payment (bank statement of party gifting the money, letter with terms of private mortgage);
- Proof of rental assistance from family, friend, or community group;
- Death Certificate of spouse when applicant is a recent widow or widower;
- Notarized letter from employer explaining overtime that will be offered to employee;
- Itemized explanation of deposits in bank accounts;
- If there are other household members that appear to be living in the household now but are not part of the household as it was when applying for housing, the applicant will have to provide a notarized letter explaining the current and existing household composition;
- If there is someone listed on the applicant's bank statement that is not included in their household applying for Affordable Housing, the applicant will be required to show proof that the person does not reside with the applicant; and

Notarized letter regarding withdrawal from 401K accounts or pensions (For example, if funds were withdrawn last year, will the applicant be making a withdrawal this year?)

**Figure 5: Required Supporting Documents**

<p><b>Identification</b></p> <p><input type="checkbox"/> Personal photo identification: Driver’s License, passport, or State ID</p>
<p><b>Income Related Documents – Provide All That Apply</b></p> <p><input type="checkbox"/> Employment Income: 4 most recent consecutive pay stubs for all employed household members</p> <p><input type="checkbox"/> Social Security: Most recent award letter</p> <p><input type="checkbox"/> Temporary Assistance for Needy Families (TANF): Voucher or other verification</p> <p><input type="checkbox"/> Pension: Letter from pension fund setting forth outlays and benefits received</p> <p><input type="checkbox"/> Child Support: Current statement from NJ child support website, court order or notarized letter re: child support status</p> <p><input type="checkbox"/> Alimony: Current statement from NJ website or notarized letter regarding alimony support status</p> <p><input type="checkbox"/> Military Pay: Verification of military pay</p> <p><input type="checkbox"/> Workers' Compensation: Statement showing benefits</p> <p><input type="checkbox"/> Unemployment Benefits: Statement showing benefits</p> <p><input type="checkbox"/> Self Employed or Own Business: Year to date profit &amp; loss statement (not required if submitting K-1 with taxes)</p> <p><input type="checkbox"/> 1099 for Independent Contractors (Profit and loss statements are not permitted)</p>
<p><b>Bank Statements &amp; Other Accounts (Including JOINT ACCOUNTS)</b></p> <p><input type="checkbox"/> Checking Account: All pages of statements for the last 6 consecutive months</p> <p><input type="checkbox"/> Savings Account Statements Including CD's: All pages of statements for the last 6 consecutive months</p> <p><input type="checkbox"/> Other Account Statements: Most recent statement for other assets such as retirement accounts, 401k's, stocks, bonds, &amp; trusts</p>
<p><b>Tax Returns</b></p> <p><input type="checkbox"/> Federal Tax Return: All pages of 1040 Federal Tax Return for the past 3 consecutive years (copies of signed returns to validate the copy)</p> <p><input type="checkbox"/> State Tax Return: All pages for the past 3 consecutive years</p> <p><input type="checkbox"/> Notarized tax waiver letter if unable to provide taxes</p>
<p><b>If Applicant Owns a Home, Condo, and/ or Rental Property, the Following is Required</b></p> <p><input type="checkbox"/> Current mortgage statement</p> <p><input type="checkbox"/> Investment property lease agreement (if applicable)</p> <p><input type="checkbox"/> Current year tax assessment record</p> <p><input type="checkbox"/> Real estate listing if this property is for sale</p> <p><input type="checkbox"/> Contract with the realtor listing property if property is for sale</p> <p><input type="checkbox"/> Foreclosure notice (LIS PENDENS, etc.) if the property is in foreclosure</p>
<p><b>Other</b></p> <p><input type="checkbox"/> Divorce Decree: All pages of divorce decree &amp; settlement agreement</p> <p><input type="checkbox"/> Full Time Student Over 18: School schedule to document full time status</p> <p><input type="checkbox"/> Section 8: Voucher (<b>RENTAL ONLY</b>)</p> <p><input type="checkbox"/> Mortgage Preapproval (<b>OWNERSHIP ONLY</b>)</p>

## **IV-B. Final Eligibility Determinations**

After the household's annual income and composition is determined and verified, the Administrative Agent will make the final eligibility determination. Requirements related to household composition, Regional Asset Limit, down payments, etc. outlined in *Chapter III* will also be verified.

Households determined to be eligible will receive an eligibility letter notifying them of their eligibility determination, in writing within five days of completion of the eligibility determination. When a household is determined ineligible, the household will be notified in writing and advised of the reasons for the ineligibility and that it may submit additional proof and request that the decision be reconsidered by the Administrative Agent. Such request for reconsideration shall be made by the applicant within five (5) business days of receipt of notice of denial of ineligibility. If an applicant for affordable housing is again determined to be ineligible by the Administrative Agent, then the Municipal Housing Liaison (see Chapter 7) will attempt to mediate the decision or policy to the satisfaction of all parties. Any situation that the Municipal Housing Liaison is unable to resolve will be forwarded to the Division of Local Planning Services (Division) for further appeal and review. The determination of the Division shall be a final administrative action.

## **IV-C. Misrepresentation of Information in Application**

When the applicant submits their full application, the applicant certifies that all information provided in the application is complete and true as to the entire household. If the applicant makes false statements or provides fraudulent documentation, the applicant will be determined ineligible immediately. They may reapply for Affordable Housing but they will lose their position on the waiting list.

## **IV-D. Changes to Income and/or Household Composition after Submittal**

Prior to the certification process and a determination of eligibility, a household may supplement its application. Once the full application has been submitted with the applicant certifying that all information is complete and true, the applicant enters the Eligibility Period. During this one to two-week timeframe during which the household's eligibility is being reviewed, the applicant is not permitted to change the employment status of any household member in order to become eligible for Affordable Housing nor change the household composition from what is listed on the application. *For example, the applicant cannot add a member to their household, subtract a member, quit a job, or get a new job, or a raise during the Eligibility Period. See Glossary for definition of "Eligibility Period"*. If the applicant does make changes during this Eligibility Period, the household will be determined ineligible and lose their position on the waiting list. However, the applicant may reapply with their new income and/or household composition and will be assigned a new position on the waiting list.

## **V. OWNERSHIP PROGRAM**

At each purchase, Affordable Housing documents are executed that restrict units as Affordable Units. The process of finding a buyer is explained in depth in *Chapter III*. In addition, the buyer must be income certified as outlined in *Chapter IV* and information about establishing new ownership projects is also included in *Chapter II*.

The following outlines the process of selling and purchasing an affordable home.

### **V-A. Selling an Affordable Home (Resale)**

#### **1. Request an Intent to Sell Package**

When an owner wants to sell its affordable home, the first step is to request an Intent-To-Sell package. The owner, as “**Seller**”, cannot start the process of selling its home until it makes this request and receives the package from the Administrative Agent.

#### **2. Calculate the MRSP (Maximum Restricted Sales Price)**

The Administrative Agent will calculate the MRSP of the affordable home based on the last sale price and the last sale date. The annual increase issued is applied for each year the owner has owned the home. However, there is no increase if the owner has owned the home for less than a year. *For example, if an owner purchased an affordable home in March 2015 and requested to sell the home in January 2016, the MRSP is the price the owner paid for the home.*

In addition, if the owner requests to sell their home and the state has not released the annual increase for that year yet, no annual increase for the current year will be applied. *For example, if an owner requests to sell their home in February 2015, and the 2015 increase has not been released, the MRSP will not include an increase for 2015.*

Owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit based on capital improvements. All adjustments for capital improvements are subject to 10-year straight-line depreciation. Eligible capital improvements are:

- Those that render the unit suitable for a larger household or the addition of a bathroom.
- The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at UHAC.

No increase for capital improvements is permitted if:

- The improvements were not approved in advance by the Administrative Agent; or
- The maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage.

The Administrative Agent will prepare the Intent to Sell Package and send it to the Seller. This package will include:

- Form for the owner to sign and return, formally requesting to sell home;
- The MRSP of the unit;
- An overview of the process of selling an affordable home in this program;
- Blank Purchase Agreement;
- Summary of fees charged by the Administrative Agent/Municipality related to selling of the affordable home;
- Request for digital photographs to be utilized in the marketing of the home; and
- Request for additional information about the home to be utilized in marketing the home such as recent renovations and unit amenities.

### **3. Start Affirmative Marketing Process**

When the Administrative Agent receives the signed Intent to Sell Form back, it will begin the process of looking for a buyer for the unit. This process is outlined in *Chapter III* of this manual. The Administrative Agent will refer interested buyers directly to the Seller. The Seller will be responsible for showing the home to interested buyers. Buyers cannot enter into a contract with the buyer unless they are income certified by the Administrative Agent and next on the waiting list.

## **V-B. Buying an Affordable Home**

### **1. Preliminary Application and Prescreen**

In order to be considered to purchase an affordable home, interested buyers must submit a preliminary application. The process outlined in *Chapter III* will be followed even if the Seller has found a buyer interested in purchasing the property. The unit must be affirmatively marketed to other eligible households on the waiting list first.

### **2. Income Certification**

When a household would like to purchase the home, it will notify the Administrative Agent, and if it is next on the waiting list, it will be invited to submit a full application. The income certification process is described in detail in *Chapter IV*. A mortgage pre-approval must be submitted with the application as well as proof that the buyer has the recommended minimum down payment if required by the bank or provided at buyer's option. Buyers will be advised that they will also be responsible for closing costs, but they will not be required to show proof of funds at the time of the income certification.

### **3. Mortgage Provider**

The Administrative Agent will provide prospective buyers with a list of mortgage companies that have financed deed restricted Affordable Units recently. If the prospective buyer chooses to utilize a different lender, the Administrative Agent will provide the lender copies of the Affordable Housing documents for their review after the buyer is income certified.

A buyer may borrow money to purchase the home from a friend or family member (sometimes referred to as a “*Private Mortgage*”.) To proceed with the application, the Administrative Agent will require proof that the lending party has the funds (bank statement of the party who is lending the money, for example) and a notarized letter signed by both parties with the terms of the loan (monthly payment, interest, etc.). If the money is a gift, this should be noted in the letter. The lending party in a Private Mortgage situation MAY NOT be on the deed to the Affordable Unit.

#### **4. Down Payment**

In order to encourage homeowner investment and a sense of direct involvement in the homeownership process, it is strongly recommended that the buyer provide 5 percent of the purchase price as down payment. In addition, as a practical matter, applicants are highly unlikely to receive a mortgage without at least a 5 percent down payment. The funds may be provided as a gift (e.g., from a family member or friend) if the funds do not have to be repaid, and proof of the gift must be provided at the time of income certification (see above).

Some municipalities offer a down payment assistance grant program. In such cases, the minimum down payment requirement is governed by specific program requirements. The Administrative Agent will maintain a list of down payment assistance programs that may become available and provide program information to buyers.

#### **5. Separated Spouses**

Separated applicants who have not finalized their divorce settlement agreement cannot purchase an affordable home until the spouse signs a form stating that they are releasing any claim right or interest in the affordable home being purchased. If the spouse refuses to sign the release, the applicant can request a judge to require the spouse to sign the form.

#### **6. Cosigners on Deeds and/or Mortgages Are Not Permitted**

If a buyer for Affordable Housing cannot obtain a mortgage, a family member or friend CANNOT obtain a mortgage and allow the affordable buyer to reside in the home. Anyone on the deed and/or mortgage is considered part of the buyer’s household and must be included in the income certification and must reside in the home as its primary residence.

However, not all household members are required to be on the mortgage and/or deed. For example, if a household is composed of the buyer and its roommate, both the buyer and the roommate will be included in the income certification. The roommate is not required to be on the deed or the mortgage.

## **V-C. Purchase Agreement and Contracts For Sale**

As the buyer and seller enter into negotiations, the purchase agreement is an “internal”, not legally binding, DCA generated document between them to establish and ensure that the unit will be affordable to the buyer. It stipulates such terms as the MRSP of the unit, the agreed upon purchase price, the amount of good faith deposit, and the items to be included in the sale price of the unit (“**Purchase Agreement**”). All these terms are then set out in the contract for sale. Typically, the Purchase Agreement is signed after the buyer has been income certified, however under certain circumstances the Purchase Agreement may be amended and signed after the income certification process (see Section 4 below).

The contract for sale is a legal contract between the buyer and seller, finalizing the negotiations between buyer and seller and setting out all material terms of the transaction (“**Contract for Sale**”). The Contract for Sale can only be executed after the household is income certified.

Copies of both the Purchase Agreement and Contract for Sale should be sent to the Administrative Agent immediately upon execution.

### **1. MRSP and “Extras”**

The Purchase Agreement includes a section for the Seller to list items that may be sold separately at a price agreed upon by the buyer and seller. The price to be paid for items of personal property shall not be used as a mechanism to avoid or circumvent the limitations on the resale price of the unit itself. The personal property for sale cannot become a contingency of the house sale. If this separate transaction occurs, it cannot be incorporated into the Mortgage or Contract of Sale.

These “extras” do not include items of property that are permanently affixed to the unit such as countertops and flooring or were part of the original sale. These permanently affixed items are to be included in the MRSP and no additional compensation is permitted to the owner. As stated in UHAC, N.J.A.C. 5:80-26.9: “Upon the resale of a restricted 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.”

### **2. Accepting and Rejecting Offers**

The Seller of the home must accept offers from the next buyer on the waiting list whose income is certified and who offers to purchase the home for the MRSP. The Seller cannot reject an offer at the MRSP from the first eligible person on the waiting list for any reason such as the buyer not making a cash purchase. In the contract, the Seller can include a requirement that the buyer be able to close in a reasonable amount of time, such as two months.

Buyers may make offers at less than the MRSP. The seller may choose to accept such an offer but is not required to accept such lower offers.

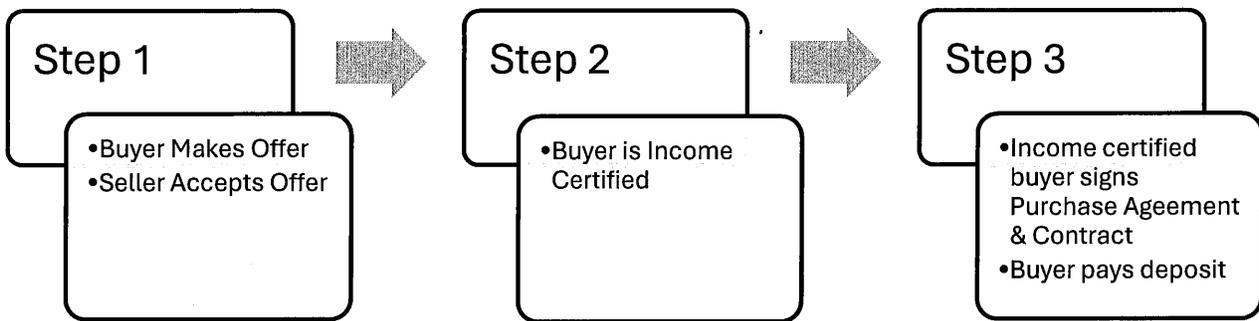
**3. Good Faith Deposit/Earnest Money**

It is not required, but the seller may choose to collect a good faith deposit or earnest money at the time the Purchase Agreement is signed.

**4. Purchase Agreement and Income Certification**

The Purchase Agreement is typically signed only after the household is income certified. (See Figure 6 below.) Under this process, the Purchase Agreement clearly states that only an income certified household may sign a purchase agreement. See Glossary for definition of “Certified Household”. This process will be utilized for most resales, and it is the most effective process for selling homes if there is not a high demand for the home.

**Figure 6: Purchase Agreement Signed After Income Certification**



However, under certain circumstances, the Administrative Agent may amend the Purchase Agreement to permit a buyer who is not yet income certified to sign the Purchase Agreement. These circumstances include new developments where demand is very high for the units. Under this approach, as shown Figure 7, the Purchase Agreement will clearly state that the Purchase Agreement is contingent on the income certification by the Administrative Agent of the buyer as a Low or Moderate-Income household and, in the event that the household is determined not to be income eligible or does not submit a complete application, then the Purchase Agreement is invalid.

**Figure 7: Purchase Agreement with Non-Income Certified Buyer**



## **V-D. Attorneys**

New Jersey does not require that attorneys participate in real estate transactions. However, while not a requirement, it is recommended that both the buyer and seller hire an attorney to draft the contract and represent them during the transaction.

## **V-E. Realtors**

A realtor is not required for the sale of the affordable home because the Administrative Agent will refer interested buyers from the waiting list. However, some Sellers may choose to hire a realtor to conduct additional marketing and show the home. This is permitted under the following circumstances:

- The Seller provides the realtor's contact information to the Administrative Agent so that the Administrative Agent can inform the realtor of the MRSP, preliminary application, income certification process, and other Affordable Housing requirements;
- All interested buyers referred by the realtor, must submit a preliminary application and will be contacted following the process outlined in Chapter III; and
- Any realtor fee is subtracted from the MRSP. In no circumstances will the price of the home exceed the MRSP.

## **V-F. Coordination of Closing**

After the home goes under contract, the Administrative Agent will maintain regular contact with the buyer, seller, and/or their attorneys as well as the mortgage provider. The Administrative Agent will answer questions about the Affordable Housing documents and assist to resolve any issues that arise before closing.

### **1. Required Legal Documents**

The Administrative Agent will prepare the Affordable Housing documents. If 95/5 is currently being used, we will continue to use 95/5 for resales if the control period has not expired. Resale of Affordable Units: Requirement for a Market Rate Appraisal

A market rate appraisal will be required to calculate the repayment amount on the affordable Recapture Mortgage Note. (This amount is the difference between the market appraisal and the affordable sale price and is due at the first non-exempt sale at the end of the control period. The repayment amount is paid to the Municipality.)

For new units, the developer is responsible for providing the market rate appraisal. If the buyer's mortgage company completes a market-rate appraisal, that appraisal can be used instead.

For resales, the buyer must provide the market rate appraisal. If the buyer's mortgage company will not be completing a market rate appraisal or it is a cash deal, the buyer must pay for a market rate appraisal. *This buyer will be notified of this requirement as soon as the Purchase Agreement is signed because the unit cannot close without the market appraisal.*

## **2. Closing Fees**

If applicable, required closing fees paid by the Seller are due at the time of closing and must be included on the Settlement Statement. The fee cannot be waived.

The only exception is if the unit is bank owned as the result of a foreclosure action and the lenders (such as FHA, Fannie Mae, or Freddie Mac) are statutorily prevented from paying closing fees.

## **3. Closing Checklist**

At the closing, the Administrative Agent will review the Affordable Housing rules with buyer including the following:

- When the unit is sold in the future, the owner must contact the Administrative Agent. The unit cannot be sold for more than the MRSP, and it must be sold to an income Certified Household;
- All refinancing, including lines of credits, secured by the Affordable Unit, must be approved in advance and in writing by the Administrative Agent. The total amount of all debt may not exceed 95 percent of the MRSP of the home;
- The Affordable Unit must be the owner's primary residence;
- No renting of this unit is permitted except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent (see Waiver section for more information); and

Prior to closing, the Administrative Agent will obtain a copy of the Closing Disclosure for the Affordable Housing file that is executed at closing between the buyer and seller to confirm that:

- The sale price listed on the Closing Disclosure does not exceed the MRSP; and
- The buyer has not financed more than 95 percent of the sale price and that the buyer is not receiving cash back at closing.

Following closing, the Administrative Agent will obtain one original set of documents and distribute the copies as follows:

- Original of Mortgage, deed, discharges and Restrictive Covenant (if applicable) to the attorney or title company that handled the closing for recording.
- Copy of all documents is provided to the buyer.
- Original of Mortgage Note and copies of all other documents are kept by the Administrative Agent for the Affordable Housing file.

## **V-G. Refinance Requests**

Affordable home owners are permitted to refinance their mortgages or incur some form of additional debt on their home, such as a home equity loan. The owner must notify the Administrative Agent who will review the request to confirm that the total debt is not more than 95 percent of the current MRSP. If the total debt exceeds 95 percent of the MRSP, the request will be denied. If the request is under 95 percent, the request will be approved.

Reverse mortgages are not prohibited by UHAC. However, lenders have historically not approved reverse mortgages on deed restricted affordable properties because of the refinance limits. Any requests for reverse mortgages should be carefully reviewed to ensure that there is no way the loan amount will exceed 95 percent of the MRSP.

If there is a fee to review the refinance request, the refinance review will not be started until the fee is submitted via certified check or money order.

As clearly stated in the Restrictive Covenant, the owner is forbidden from refinancing or taking an equity loan, a secured letter of credit, or any other mortgage obligation or other debt without advanced, written approval from the Administrative Agent.

### **V-H. Annual Mailing**

The Administrative Agent will send a mailing to each of the affordable owners annually. This newsletter will provide the owner with information about how to get in touch with the Administrative Agent if they want to sell their home or refinance their mortgage. It will also remind them of other important Affordable Housing requirements.

The envelope will be marked "do not forward", and if it is returned by the post office, the Administrative Agent will follow-up with the owner to determine if the owner is no longer living in the home.

### **V-I. Report that Owner is Not Living in the Unit and/or Renting Unit**

When the Administrative Agent obtains indications that an owner is not living in the unit, the Administrative Agent will investigate the allegation. The Administrative Agent will gather as many details as possible such as how long the owner has not been living in the unit; if anyone else is living there (i.e. renters); and if there is anyone else that will corroborate the allegations.

The Administrative Agent will also contact the Municipal Division of Tax Collection to determine where the tax bills are being sent. If they are sent to a different address than the property address on file with the Administrative Agent, then this is an indication that the owner is leasing the Affordable Unit.

The Administrative Agent will send a letter to the owner asking that it call the Administrative Agent within seven days. If the letter is returned, this will also suggest that the owner is not living in the unit. If the owner receives the letter and calls the Administrative Agent, the Administrative Agent will ask the owner about the allegations and request that they provide proof of residency, including copies of their driver's license and utility bills. The Administrative Agent may also determine it is necessary to do an address search on the owner.

If it is determined that the owner is not living in the home, the enforcement provisions outlined in *Chapter VIII* will apply.

## **V-J. Non-payment of Condominium/Homeowner Association Dues, Taxes, Mortgages, and Foreclosure**

When the Administrative Agent receives a report that the owner is falling behind in home owner association dues, taxes, and/or mortgage payments, it will immediately reach out to the owner. The purpose of this outreach is to:

- Educate the owner on the risks of not paying their condominium or homeowner association dues, taxes, and/or mortgage payments;
- Determine whether the owner has experienced a temporary or permanent loss of income;
- Recommend that they contact their condominium/homeowner association and/or mortgage company to see if they can set-up a repayment plan;
- Refer them to foreclosure prevention resources; and
- Advise them of the MRSP of their home if they are interested in selling the home before they become further behind.

The Administrative Agent will track the status of the unit and coordinate closely with the Municipality through its Tax Collection and/or Assessor's Office, as well as its Corporation Counsel, in order to be updated as to any water and sewer fees that are in arrears and any foreclosures on Affordable Units. Additionally, the Administrative Agent will notify the Municipal Corporation Counsel if it becomes aware that the home is in foreclosure or a lien has been placed on the unit by the condominium/homeowner association.

All deed restrictions must clearly specify that the affordability controls remain in effect despite the entry and enforcement of any judgment of foreclosure.

## **V-K. Waivers**

The Administrative Agent has authority to grant waivers from some of the Affordable Housing rules. The Administrative Agent will complete a waiver request form for each request it receives outlining the details of the request and its decision to approve or deny the request.

### **1. Request to Rent Affordable Unit**

Requests to rent a unit will only be approved on a temporary basis if the owner will be required to leave the area for a temporary period of time, such as military deployment. Each request will be reviewed by the Administrative Agent (as permitted by UHAC) based on the specific circumstances of the request. *Another example of where a request for waiver possibly would be approved is where the owner needs to go to another area to care for a sick relative for a short period (such as three months or less). A request for a waiver in order to move to another city to "try out" a new job for six months most likely would not be a basis for an approval.*

The Administrative Agent will determine the maximum rent based on the initial affordability pricing of the unit, and will select the tenant through Affirmative Marketing and random selection. Other

requests to rent units will be denied. These include requests from owners who would like to rent their home because they are unable to sell the unit for the full MRSP.

## **2. Request to Sell to a Higher Income Household**

After an Affordable Unit has been affirmatively marketed for over 120 days and if there is no interested income-eligible purchaser for the Affordable Unit after 120 days, the owner may request an income waiver, that is, that the Affordable Unit be affirmatively marketed and sold to someone in a higher income level (a very-low-income unit to be sold to a low-income household; a low-income unit to be sold to a moderate-income household; and a moderate-income unit to be sold to a non-income eligible household). The following conditions will apply:

- If granted, this waiver will only apply to this sale, and the original income restriction will remain for future sales.
- At no time will the sale price of the home exceed the MRSP which is based on the income level that the unit is controlled for. In other words, granting a waiver will not increase the MRSP and the owner will not receive a higher sale amount as a result of the waiver.
- The Administrative Agent will provide the Division a description of the of the efforts to market and sell the unit to income-eligible households and request that the Division determine that there are an insufficient number of income eligible purchasers and issue a waiver to permit the sale of the home to a higher income household.

The first factor the Administrative Agent will consider in reviewing these requests is how long it takes to sell a similar Affordable Unit in the current housing market. It is not unusual for an Affordable Unit to be offered for sale for six months or more before a qualified buyer is found. The waiver request will not be considered until the Affordable Unit has exceeded the “typical” time period it takes to sell a home under current market conditions.

Next, the Administrative Agent will review the sale price of the Affordable Unit. The inability to sell a unit for the MRSP shall not, in and of itself, be considered an appropriate reason for granting a waiver. The Administrative Agent will review the sale price of recent, comparable affordable homes and determine if the owner should consider lowering the price. The condition of the unit and whether the Seller has consented to show the Affordable Unit to interested applicants will be factored into this analysis.

If the Affordable Unit has been affirmatively marketed for at least 120 days, the unit has been for sale longer than other Affordable Units typically take to sell with the sale price comparable to other sales, the owner has shown the Affordable Unit to interested buyers, and there is no interested income-eligible buyer, the Administrative will seek a waiver from the Division.

## **V-L. Requests for Improvements**

Capital Improvements that address non-cosmetic replacement or improvements to the property and/or make the home suitable to a larger size household MAY increase the MRSP. (See Section A of this Chapter for more information about how the MRSP may be increased in some instances.)

Capital improvements that may increase MRSP the include:

- Adding a bedroom or bathroom;
- Replacement a leaky roof;
- Installation of a solar energy system owned by the homeowner;
- Installation of energy-efficient windows; and/or
- Replacement of broken appliances with ENERGY STAR-labeled products

In order to be factored into the MRSP at the time of resale, the homeowner must:

- Receive written approval for the improvements prior to commencing upon the work;
- Provide all requested receipts and documents showing proof of completion; and
- Provide proof that work was properly permitted and inspected as required by the municipality.

Improvements that do not increase the MRSP do not need to be approved by the Administrative Agent.

## **V-M. Transfer of Ownership to Non-Income Certified Owner**

Under the following circumstances, ownership of an Affordable Unit can be transferred to another owner without the new owner being income certified. These circumstances include:

- 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; or  
The transfer of ownership through an executor's deed to a Class A beneficiary (father, mother, grandparents, descendants, spouses, and, generally, civil union partners, or domestic partners).  
This waiver will only apply to this sale, and the original income restriction will remain for future sales.

## **V-N. Enforcement**

The guidelines for the enforcement of the affordable rules are outlined in *Chapter VIII*.

## **VI. RENTAL PROGRAM**

The following is an overview of the process of filling a rental vacancy. See *New Rental Units* in *Chapter II* for a discussion of allowable fees and landlord-tenant selection criteria and *Chapter III* for a full discussion of management of the waiting list.

### **VI-A. Filling Affordable Rental Vacancy**

#### ***1. Landlord Notices of Vacancy***

Landlords will notify the Administrative Agent when there will be a vacancy. Because of the Affirmative Marketing and income certification requirements, landlords will be advised that it may take up to two months to find a qualified tenant and longer if there is not high demand for a unit.

#### ***2. Calculating the Maximum Rent at Vacancy***

The Administrative Agent will determine the Maximum Rent that can be charged to the new tenant. This will be based on initial rent when the first tenant occupied the unit and the annual increases permitted by the NJ HMFA. (Annual rental increases will be calculated even if the landlord did not take all permitted annual increases for the previous tenant.) At the landlord's discretion, the landlord can choose to rent the unit for less than the Maximum Rent determined by the Administrative Agent.

#### ***3. Referring Applicants to Landlord***

The Affirmative Marketing process is outlined in *Chapter III* of this manual. After the next household on the waiting list passes the Administrative Agent's preliminary screen, the applicant is referred to the landlord to see the unit. If the applicant wants to rent the unit, they will complete the landlord's application and pay any required landlord fees. (See *New Rental Units* in *Chapter II* for discussion of fees and landlord-tenant selection criteria.)

#### ***4. Income Certification and Signing the Lease***

After the applicant is fully income certified, the landlord will be notified that they may execute a lease with a tenant. *Co-signers* are permitted if allowed by landlord. Applicants who are separated and do not have settlement agreements are permitted to rent an Affordable Unit. However, in order to calculate the household income at the time of the full income certification, the applicant will need to provide a division of assets signed by both parties.

A copy of the executed lease must be sent to Administrative Agent.

## **VI-B. Lease Renewals**

The Administrative Agent will calculate the allowable maximum rent each year.. The Administrative Agent will advise the landlord what the maximum amount of rent is and request the copy of the executed lease for the file. And, unlike some forms of Public Housing, the tenant's right to tenancy at the allowable rent does not vary with any increases or decreases in the tenant's income.

If the landlord chooses not to take the annual increase, the landlord may not take a larger increase the following year. For example, if the landlord does not take the 2015 increase in 2015, they may not take the 2015 and 2016 increase the following year if the current tenant does not move out.

Month-to-month leases are permitted. Additional fees for month-to-month leases are considered "optional fees." See discussion of optional fees in *Chapter II*.

Income certification of tenants is NOT required at the time of lease renewal. Upon leasing an Affordable Unit to a new tenant, the landlord will be permitted to lease at the allowable rent level permitted at that time.

The Administrative Agent will advise landlords of the annually permitted rental increase. All landlords are required to sign and return the Certification of Rental Compliance Form annually. On this form, the landlord certifies that:

1. Rents are within the maximum percentage increases as permitted;
2. Affordable housing tenants are not charged any amenity, parking, application or pet fees that are not in compliance with the affordable housing regulations; and
3. No affordable apartments have been re-rented or subleased to a resident without prior approval in writing by the Administrative Agent.

## **VI-C. Adding Additional Household Members to the Lease**

The household composition of the rental household may change over time. The Affordable Housing rules do not prohibit the tenant from changing the number of household members on the lease following occupancy. However, all changes to the lease must be approved by the landlord.

However, an applicant cannot change their household composition after they submit the full application or immediately after they are income certified. The household members on the new tenant's lease must match the household members listed on the income certification. This is to prevent applicants from changing their household composition in order to qualify for an Affordable Unit.

## **VI-D. Income Designation of Units Are Fixed**

The income designation and pricing tier of units are fixed and cannot be changed during the affordability period for any reason. *For example, if Unit 301 is a 3 bedroom Low-Income Unit and unit 201 is a 3 bedroom Moderate-Income unit, the landlord CANNOT change Unit 201 into the Low-Income unit and unit 301 into the Moderate-Income unit.*

## **VI-E. Evictions**

If the affordable tenant fails to pay rent or violates the terms of the lease, the landlord may take action as permitted by New Jersey Landlord Tenant laws.

## **VI-F. Enforcement**

The guidelines for the enforcement of the rental rules are outlined in *Chapter VIII*. In addition to these general enforcement regulations, the following enforcement provisions apply to rental units.

### ***1. Leasing affordable Apartments in a Reasonable Amount of Time***

All affordable units must be occupied within a reasonable amount of time and be re-leased within a 60 days of vacating of the unit by a tenant. This period of time may be longer if required by market conditions. If the Administrative Agent becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, the Administrative Agent shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section.

### ***2. Fair Housing Violations***

Developers and property management entities shall not discriminate against any person as prohibited by Federal Fair Housing laws or by the New Jersey Law Against Discrimination, N.J.S.A.10:5-1 through 50. The Administrative Agent shall report property managers to the Division, which shall refer such matters to the Office of the Attorney General if they receive any complaints that developers or property managers are discriminating against applicants or residents.

## **VII. APPEALS**

If an applicant for affordable housing is determined to be ineligible by the Administrative Agent, the applicant may submit additional proof and request reconsideration. Such request for reconsideration shall be made by the applicant within five (5) business days of receipt of notice of denial of ineligibility.

If a policy or decision regarding this program is appealed by an outside party, the Municipal Housing Liaison (a position established by Municipal Ordinance) will attempt to mediate the decision or policy to the satisfaction of all parties. Any situations that the Municipal Housing Liaison is unable to resolve will be forwarded to the Division Director of Local Planning Services within the Department of Community Affairs.

## **VIII. MONITORING AND ENFORCEMENT**

### **VIII-A. Monitoring**

All new unit information will be compiled and maintained by the Administrative Agent. On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the Affordable Housing Monitoring System (AHMS) portal, for the previous year from January 1st to December 31st.

### **VIII-B. Enforcement**

The Municipality's Affordable Housing Ordinance provides specific guidelines in the event of breach of any of the guidelines governing the Affordable Units by an owner, developer, or tenant. Please refer to Municipality's Ordinance for the complete list of enforcement activities upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant. Some of these remedies may include, but are not limited to:

- Foreclosure;
- Tenant eviction;
- Municipal fines;
- A requirement for household recertification;
- Acceleration of all sums due under a mortgage;
- Recoupment of any funds from a sale in violation of the regulations;
- Injunctive relief to prevent further violation of the regulations; and
- Entry on the premises.

#### **1. Written Notice**

In accordance with the Municipality's Affordable Housing Ordinance, the Municipality will provide written notice of a violation to a household, developer or tenant of an Affordable Unit advising them of the violation and the related penalty for the violation. If the violation is not corrected within sixty (60) days after the written notice, the Municipality may take the actions outlined in this Chapter.

#### **2. Penalties**

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 Unit. If the owner, developer, or tenant is found by the court to have violated any provision of the regulations governing Affordable Units, the owner, developer, or tenant shall be subject to one or more of the following penalties, at the discretion of the court:

- A fine of not more than \$10,000 or imprisonment for a period not to exceed 90 days, or both. Each day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;

- In the case of an owner who has rented his or her very low, low, or moderate income unit in violation of the regulations governing Affordable Units, payment into the Municipality's Affordable Housing Trust Fund of the gross amount of rent illegally collected; and
- In the case of an owner who has rented his or her very low, low, or moderate income unit in violation of the regulations governing Affordable Units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.

The Municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the Affordable Unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- and moderate-income unit.

### **3. Sheriff Sale**

Such judgment shall be enforceable, at the option of the Municipality, by means of an execution sale by the Sheriff, at which time the very low, low, or moderate income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the Municipality fully, including attorneys' fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

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 very low, low, or moderate income unit. The excess, if any, shall be applied to reimburse the Municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the Municipality in full as aforesaid, the violating owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the Municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the Municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the Affordable Housing Trust as established by 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.

Foreclosure by the municipality due to violation of the regulations governing Affordable Units shall not extinguish the restrictions of the regulations governing Affordable Units as the same apply to the very low, low, or 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 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.

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 very low, low, or 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 MRSP for which the very low, low, or moderate income unit could have been sold under the terms of the regulations governing Affordable 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.

Failure of the very low, low, or 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 MRSP of the very low, low, or moderate income unit as permitted by the regulations governing Affordable Units.

The owner shall remain fully obligated, responsible, and liable for complying with the terms and restrictions governing Affordable Units until such time as title is conveyed from the owner.

In the event that any provision in this Manual differs from the terms or penalties identified in the most current Affordable Housing Ordinance, then the Affordable Housing Ordinance (as may be from time to time modified, amended and/or revised by relevant New Jersey State laws and/or regulations) shall prevail. The invalidity or nonenforceability of any provision of this Manual in any respect shall not affect the validity or enforceability of any other provision of this Manual in any other respect.

## **GLOSSARY**

**“Administrative Agent”** means the entity approved by the Division responsible for the administration of affordable units, in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

**“Affirmative marketing”** means a regional marketing strategy designed to attract buyers and/or renters of Affordable Units pursuant to N.J.A.C. 5:80-26.16.

**“Affordable”** means a sales price or rent within the means of a very low, low- or moderate-income household as defined in N.J.A.C. 5:97-9; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.7, 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. 5:80-26.13, as may be amended and supplemented.

**“Affordable housing”** means housing units restricted to income-eligible very-low, low and moderate income households.”

**“Affordable Housing Development”** means a development included in a municipality's housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored affordable housing project, or a 100 percent affordable development. This includes developments with affordable units on-site, off-site, or provided as a payment in-lieu of construction only if such a payment-in-lieu option has been previously approved by the Program or Superior Court as part of the HEFSP. Payments in lieu of construction were invalidated per P.L. 2024, c.2.

"Affordable Housing Monitoring System" or "AHMS" means the Department's cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

**“Affordable Housing Unit”** for the purposes of this manual means a housing unit proposed or created pursuant to the Fair Housing Act.

**“Affordability Average”** means the average percentage of median income at which new restricted units in an Affordable Housing development are affordable to very low, low- and moderate-income households.

**“Affordable Housing Ordinance”** means that chapter or section of the municipal ordinance (the rules, regulations and codes enacted by a local government) addressing local affordable housing programs and procedures, as may be amended and supplemented.

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

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

**“Application”** means both the Preliminary Application and the Full Application submitted by an interested renter or potential homeowner for Affordable Units in the Municipality.

**“Preliminary Application”** means the initial application submitted by all households that wish to express their interest in and be considered for Affordable Housing. This Preliminary Application includes information about household income and composition in order to determine preliminary eligibility.

**“Full Application”** means once an Affordable Unit appropriate for the Household (either to rent or buy) has been identified and the Household is nearing or next on the waiting list, the Household will be asked to submit a full application which requires that the income and household composition be updated and verified. The Administrative Agent will make a determination of the Household’s eligibility.

**“Certified Household”** means a Household that has been certified by an Administrative Agent as A Very Low, Low-Income or Moderate-Income Household.

**“Closing Disclosure Form”** means the form which in October 2015 replaced the commonly used HUD-1 Settlement Statement for residential real estate closings. The Closing Disclosure Form provides details about the mortgage loan selected by the buyer which includes the loan terms, projected monthly payments, and how much the buyer will pay in fees and other costs to obtain the mortgage (“closing costs”).

The lender is required to provide the Closing Disclosure Form to the buyer at least three business days before the closing on the mortgage loan. The Administrative Agent will review the Closing Disclosure Form to confirm that the sale price does not exceed the MRSP and that the buyer is not receiving cash back at closing.

**“COAH”** or the “Council” means the Council on Affordable Housing established in, but not of, DCA pursuant to the Act and that was abolished effective March 20, 2024, pursuant to section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1).

**“Compliance certification”** means the certification obtained by a municipality pursuant to section 3 of P.L.2024, c. 2 (C.52:27D-304.1), that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round begins, which is also known as a “judgment of compliance” or “judgment of repose.” The term “compliance certification” shall include a judgment of repose granted in an action filed pursuant to section 13 of P.L.1985, c. 222 (C.52:27D-313).

**“Contract for Sale”** means a legally binding agreement between a buyer and seller for the sale or transfer of real estate. See also, **“Purchase Agreement”**.

**“County-level housing judge”** means a judge appointed pursuant to section 5 at P.L. 2024, c. 2, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal Fair Share plans and housing elements with the Act.

**“DCA”** means the State of New Jersey Department of Community Affairs.

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

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

**“Dispute Resolution Program”** means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-313.2).

**“Division”** means the Division of Local Planning Services within the Department of Community Affairs.

**“Eligibility Period”** means once the Full Application for an Affordable Unit has been submitted with the applicant certifying that all information is complete and true, the applicant enters the Eligibility Period. During this one to two-week time frame, as the Household’s eligibility is being reviewed, the applicant is not permitted to change the employment status of any Household member in order to become eligible for Affordable Housing nor change the Household composition from what is listed on the Full Application. *For example, the applicant cannot add a member to their Household, subtract a member, quit a job, or get a new job, or a raise during the Eligibility Period.* If the applicant does make changes during this Eligibility Period, the Household will be determined ineligible and lose their position on the waiting list. However, the applicant may reapply with their new income and/or Household composition and will be assigned a new position on the waiting list.

**"Equity share amount"** means the product of the price differential and the equity share, with the equity share being the whole number of years that have elapsed since the last non-exempt sale of a restricted ownership unit, divided by 100, except that the equity share may not be less than five percent and may not exceed 30 percent.

**"Exit sale"** means the first authorized non-exempt sale of a restricted unit following the end of the control period, which sale terminates the affordability controls on the unit.

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

**"Fair share plan"** means the plan or proposal, with accompanying ordinances and resolutions, by which a municipality proposes to satisfy its constitutional obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and which addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

"Full Application" (see "Application").

**"HMFA"** or "the Agency" means the New Jersey Housing and Mortgage Finance Agency established pursuant to P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

**"Housing Authority"** means the Public Housing Agency which manages and operates publicly assisted units in the Municipality.

**"HOME Program"** means the HUD funded HOME Investment Partnerships Program that provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating Affordable Housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create Affordable Housing for Low-Income Households.

**"Household"** means, in accordance with HUD definitions and UHAC practice, the number of persons in the Affordable unit and not the size of the Affordable unit. See for example, HUD's definition of household as "[o]ne or more persons occupying a housing unit" -- in other words, the number of persons in the home. HUD website accessed 6/13/2016. [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/library/glossary/](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/glossary/)

See also UHAC regulation N.J.A.C. 5:80-26.4, "In determining the initial rents and initial sales prices for compliance with the affordability average requirements for restricted units ... the following standards shall be used: 1. A studio shall be affordable to a one-person household."

**“Housing Region”** means a geographic area established pursuant to N.J.S.A. 52:27D-304.2b.

**“HUD”** means the US Department of Housing and Urban Development. **“Interest Date”** means the date on which a Household submits its Preliminary Application thereby establishing its place on the priority list for consideration of Affordable Units.

**“Inclusionary development”** means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low- and moderate-income households.

**“Judgment of compliance”** or “judgment for repose” means a determination issued by the Superior Court approving a municipality's fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

**“LAD”** means the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., prohibits, among other discriminatory actions, discrimination when selling or renting property.

**“Low-income Household”** means a household with a total gross annual household income equal to 50 percent or less of the median household income for the housing region.

**“Low-income unit”** means a restricted unit that is affordable to a low-income household.

**“Market-rate units”** means housing not restricted to very low, low- and moderate-income households that may sell or rent at any price.

**“Maximum Restricted Sales Price”** or **“MSRP”** means the maximum sales price of restricted ownership units within each affordable development upon resale of the Affordable Unit in accordance with UHAC which states that such units “shall be affordable to households earning no more than 70 percent of median income. Each affordable development must achieve an affordability average of 55 percent for restricted ownership units. See Glossary for definition of **“Affordability Average.”** In achieving this Affordability Average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.” *For example, a two-bedroom moderate income unit originally sold for \$85,000 and another exactly similar unit originally sold for \$105,000. There always will be a disparate MSRP for resales of these two units. Both moderate income units are priced differently to reach different income levels of moderate income households.*

**“Median income”** means the median income by household size for the applicable housing region as adopted annually.

**“Moderate-income household”** means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income for the housing region.

**“Moderate-income unit”** means a restricted unit that is affordable to a moderate-income household.

**“Municipal Housing Liaison”** or "MHL" means an appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality.

**"New Jersey Housing Resource Center"** or "Housing Resource Center" means the online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

**"95/5 restriction"** means a deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

**"Non-exempt sale"** means any sale or transfer of ownership of a restricted unit to one's self or to another individual other than the transfer of ownership between spouses or civil union partners; the transfer of ownership between former spouses or civil union partners 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.

**"Order for repose"** means the protection a municipality has from a builder's remedy lawsuit for a period of time from the entry of a judgment of compliance by the Superior Court. A judgment of compliance often results in an order for repose.

**“PHA”** means Public Housing Authority. See below for definition.

**“PMI”** means private mortgage insurance. PMI is a type of mortgage insurance used with conventional loans. Like other kinds of mortgage insurance, PMI protects the lender (not the homebuyer) if the homebuyer stops making payments on the loan. PMI is arranged by the lender and provided by private insurance companies. PMI is usually required when the homebuyer has a conventional loan and makes a down payment of less than 20 percent of the home's purchase price. PMI also is usually required when a homeowner is refinancing with a conventional loan and the owner's equity is less than 20 percent of the value of the home. <http://www.consumerfinance.gov/>, US Consumer Financial Protection Bureau, accessed August 10, 2016.

**“Preliminary Application”** (see “Application”).

**“Public Housing” “Public Housing Authority”** means those public housing units which are funded largely by governmental programs such as those administered by HUD programs which are owned,

operated and managed by a public housing authority (“**PHA**”). As defined by HUD, “public housing was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. Public housing comes in all sizes and types, from scattered single family houses to high rise apartments for elderly families. There are approximately 1.2 million households [in the US] living in public housing units [.]”

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/ph](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph), HUD Website, accessed June 7, 2016.

“**Purchase Agreement**” means a not legally binding, “internal” generated document between a buyer and seller of residential real estate to establish and ensure that the Affordable Unit will be affordable to the buyer. It stipulates such terms as the Maximum Restricted Sale Price (or Maximum Permitted Resale Price) of the unit, the agreed upon purchase price, the amount of good faith deposit, and the items to be included in the sale price of the unit. (See “Contract of Sale”).

“**Price differential**” means the difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

“**Prior round unit**” means a housing unit that addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

“**Program**” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 of P.L.2024, c. 2 (C.52:27D-313.2).

**"Random selection process"** means a lottery process by which currently income-eligible applicant-households are selected, at random, for placement in affordable housing units such that no preference is given to one applicant over another, except in the case of a veterans' preference where such an agreement exists; for purposes of matching household income and size with an appropriately priced and sized affordable unit; or another purpose allowed pursuant to N.J.A.C. 5:80-26.7(k)3. This definition excludes any practices that would allow affordable housing units to be leased or sold on a first-come, first-served basis.

**"Redevelopment Plan"** means a plan adopted by the Municipality for the redevelopment or rehabilitation of all or any part of a redevelopment area, or area in need of rehabilitation, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

**"Regional Asset Limit"** means the maximum asset limit as published annually on the Regional Income Limits chart.

**"Regional Preference"** means that in accordance with UHAC, municipalities may wish to give preference to applicant households that live or work in their housing region. If so, the municipality must state this preference as part of its affordable housing ordinance.

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

**"Restricted Unit"** means a dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under the Urban Homeownership Recovery Program ("UHORP") or the Market Oriented Neighborhood Investment program ("MONI") of the Agency.

**"UHAC"** means the Uniform Housing Affordability Controls adopted by the State of New Jersey and set forth in N.J.A.C. 5:80-26.1, et seq.

**"Very Low-Income Household"** means a household with a total gross annual household income equal to 30 percent or less of the median household income for the applicable housing region.

**"Very Low-Income Unit"** means a restricted unit that is affordable to a very low-income household.

**"Veterans Preference"** means the municipality and Developer or residential development owner may enter into an agreement to provide a preference for affordable housing to very low, low and moderate income veterans who served in time of war or other emergency, as defined in section 1 of P.L.1963, c. 171 (C.54:4-8.10), of up to 50 percent of the affordable units in that particular project. This provision is in accordance with N.J.S.A. 52:27D-311 (j). This preference shall be established in the applicant selection process for available affordable units so that applicants who are veterans who served in time of war or other emergency, as referenced in this subsection, and who apply within

90 days of the initial marketing period shall receive preference for the rental of the agreed-upon percentage of affordable units. After the first 90 days of the initial 120-day marketing period, if any of those units subject to the preference remain available, then applicants from the general public shall be considered for occupancy. After the 120 –day marketing period, veterans will continue to get preference over non-veterans, as the units become available, whenever the percentage of preference-occupied units falls below the agreed upon percentage.

TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY

RESOLUTION

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
BERKELEY HEIGHTS ADOPTING AN AFFORDABILITY ASSISTANCE  
PROGRAM MANUAL**

**WHEREAS**, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act; and

**WHEREAS**, on November 6, 2025, the Uniform Housing Affordability Controls ("UHAC") were updated and amended; and

**WHEREAS**, to ensure that the Township's Affordability Assistance Program Manual conforms with UHAC as amended, the Township will adopt an updated manual.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey as follows:

1. The Township Council hereby adopts an Affordability Assistance Program Manual attached hereto as Exhibit A.
2. This Resolution shall take effect immediately.

**Approved this 16th day of March, 2026.**

**ATTEST:**

---

**Angela Lazzari, RMC**  
**Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

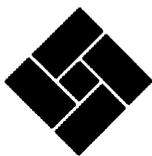
**EXHIBIT A**

# Affordability Assistance

## *Township of Berkeley Heights* *New Jersey*

### Affordability Assistance Policies and Procedures Manual

March 2026



**CGPH**

Community Grants, Planning & Housing

*Good People. Great Results.™*

1249 S. River Rd, Suite 301

Cranbury, NJ 08512

609/664-2769 [www.cgph.net](http://www.cgph.net)



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Repayment Terms, Repayment Agreement & Security Instruments.....	2
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Two Months' Rent Program.....	<b>Error! Bookmark not defined.</b>
Emergency Rental Assistance for Very Low Income Households Program .....	3
Down Payment and/or Closing Cost Assistance Program .....	<b>Error! Bookmark not defined.</b>
Emergency Repairs for Supportive Housing Program Procedures.	<b>Error! Bookmark not defined.</b>

## EXHIBITS:

EXHIBIT 1: Summary of Township of Berkeley Heights Affordability Assistance Program Terms

EXHIBIT 2: Affordability Assistance Application

EXHIBIT 3: Resolution Authorizing Affordability Assistance Grant Payment

EXHIBIT 4: Grant Agreement

# Berkeley Heights Affordability Assistance Policies and Procedures Manual

## *Polices & Procedures Manual*

### **Introduction**

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

Where it is found that a new procedure may be more effective or can eliminate a recurring problem, that procedure may be incorporated into the program operation by amending this Operating Manual. In addition, this manual may be periodically revised to reflect changes in local, state, and federal policies and regulations relative to implementation of the affordable housing programs described herein. In accordance with the Federal Fair Housing Act and Equal Opportunities laws it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status.

### **Types of Affordability Assistance**

There are two types of affordability assistance listed below. The specifics of each type are summarized in Exhibit 1. No ongoing or monthly assistance options are currently available.

***Emergency and Health/Safety Repairs*** – The Township of Berkeley Heights will provide funding to assist owners of low- and moderate-income units to make emergency and/or health and safety related repairs that they do not have the financial resources to make otherwise. Funding will not be provided for standard maintenance items, work covered by the homeowners association, damage covered by homeowner insurance and/or minor repairs such as small areas of peeling paint or other items that can be addressed easily by the homeowner. This funding will help preserve the affordable deed restricted housing stock and the residents who reside in the homes. Only units in the Township's Fair Share Plan (portfolio of affordable units) may be eligible to apply.

***Create Additional Very Low Income Units*** – The Township of Berkeley Heights will provide affordability assistance towards the creation of additional very low-income units by converting moderate- or low-income units into very low-income units. The affordability

assistance will result in additional very low-income units beyond what is required by the state affordable housing rules. Berkeley Heights may negotiate with developers of inclusionary developments to determine the appropriate amount of subsidy required to make the unit affordable to a very low-income household. The subsidy amount may be determined by the following method outlined in N.J.A.C. 5:97-8.8(2) but is not required:

*Example: A 100-unit development in a municipality consists of 80 market-rate rental units, 10 moderate-income rental units and 10 low-income rental units. Two of the low-income units are priced to be affordable to a household earning 30 percent of regional median income (RMI). The remaining eight low-income units are priced to be affordable to households earning 45 percent of RMI. The rental rate established for the units priced at a 45 percent level of affordability is \$603.00 per month while the rental rate established for units priced at a 30 percent level of affordability is \$353.00 for a difference of \$250.00 per month or \$3,000 per year. Assuming a capitalization rate of 8.5 percent would establish a 30-year present value of \$35,294 on the reduced rental income. Therefore, a developer might consider re-pricing low-income units to provide additional very low-income units in exchange for an up-front lump sum payment of \$35,294 for each unit re-priced.*

*This program can also be used to make existing low-income units more affordable (very low-income) via subsidies and changes to existing deed restriction.*

## **Eligibility**

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

1. There are affordability assistance funds remaining in the budget.
2. The applicant currently rents or owns a deed restricted affordable unit in the Township as their primary residence.
3. The applicant has not received more than one affordability assistance grant per category in the past. (Only one award per household is permitted). *This requirement can be waived under special circumstances.*
4. Applicants applying for repairs will require income certification at the time of the application.
5. Applicants applying for repairs must show proof that property taxes, municipal utilities and, if applicable, mortgage and homeowners association fee are paid current.
6. Applicants applying for repairs, the repairs must be an immediate and serious threat to the health and/or safety of the building's residents.

## **Maximum Amount**

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

## **Repayment Terms, Repayment Agreement & Security Instruments**

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

*The loan will be forgiven at the rate of 10% per year and is secured by a second mortgage. After 10 years, the loan is fully forgiven.*

## **Administration**

The Administrative Agent will be responsible for administering the Affordability Assistance Programs. Questions about these programs should be directed to the Administrative Agent. All forms are included in the appendices and the process for disbursing funds is outlined below. Contact information for the current Administrative Agent is listed directly below:

CGP&H LLC  
1249 S. River Rd, Suite 301  
Cranbury, NJ 08512

Phone: 609-664-2769  
Email: [homes@cgph.net](mailto:homes@cgph.net)  
Website: [www.affordablehomesnewjersey.com](http://www.affordablehomesnewjersey.com)

## **Emergency and Health/Safety Repairs Program Procedure**

1. Applicant submits application along with required proof of work items.
2. CGP&H reviews and processes application, including income certifying applicant.
3. Program inspector visits home to document emergency repairs and to prepare the work specifications and cost estimate.
4. CGP&H notified homeowner of program approval and provides instructions for obtaining 3 (three) contractor work proposals.
5. CGP&H notifies Township and prepares resolution authorizing award.
6. Township adopts resolution.
7. CGP&H provides homeowner with construction agreement and Program Mortgage and Program Note (if applicable) for execution.
8. Upon construction completion, homeowner will provide to CGP&H written approval of satisfactory job completion, invoice from contractor with notarized statement identifying work items completed, and copies of municipal permits and closed out permits via municipal Certificate of Approval for work completed.
9. CGP&H submits contractor invoice to Township. Township disperses funds directly to contractor. When applicable, CGP&H provides mortgage to Township for filing (recording) with county clerk.
10. CGP&H records assistance on master reporting spreadsheet.

## **Creation of Additional Very Low-Income Units Procedures**

1. Terms to be negotiated between landlord/developer and Berkeley Heights.
2. Upon approval of terms by both parties, Township attorney prepares Resolution authorizing award and terms, including changes in unit designation(s) from low income to very low income; revisions to restrictive covenant language, etc. Administrative Agent shall assist attorney upon request.
3. Township adopts Resolution.
4. Township sends assistance directly to landlord.
5. CGP&H records assistance on master reporting spreadsheet.



**Exhibit 1 - Summary of Township of Berkeley Heights Affordability Assistance Program Terms**

	<b>Emergency and Health/Safety Repairs Program</b>	<b>Creation of Additional Very Low-Income Units</b>
<b>Purpose</b>	Assist with documented emergency repairs, health and/or safety items that are a threat to the building residents. Unit must be a deed restricted affordable unit and applicant must be income certified at the time of the application.	Create additional very low-income unit by subsidizing the difference in rent between low- or moderate-income units.
<b>Maximum Amount:</b>	\$15,000	Determined on a case-by-case basis. See sample formula in program narrative.
<b>Deed Restriction and Term</b>	\$2,000 or less is a grant that does not need to be repaid. Over \$2,000 is a 0% interest loan, which is forgiven at 10% per year, with full forgiveness after 10 years.	Direct subsidy to the developer; does not need to be repaid, in lieu of providing very low-income units from prior low- or moderate-income units.
<b>Justification Required</b>	Yes	No
<b>Additional Criteria</b>	Need detailed cost proposal from licensed contractor. Contractor paid after work is completed.	None
<b>Assistance To</b>	Contractor	Landlord
<b>Advertising</b>	Administrative Agent will advertise program via annual newsletter to homeowners.	Administrative Agent and Township will send marketing materials to landlords and developers.



## **Exhibit 2 - Affordability Assistance Application**

### **APPLICATION FOR AFFORDABILITY ASSISTANCE IN TOWNSHIP OF BERKELEY HEIGHTS**

This application must be fully completed so that it can be accepted and processed. This application is not transferable. If you require assistance, please call CGP&H at **609-664-2769 ext. 5**. If your application is complete and you are approved to receive affordability assistance, you will be certified by CGP&H and notified by mail.

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

1. There are affordability assistance funds remaining in the budget.
2. The applicant currently rents or owns a deed restricted affordable unit in the Township as their primary residence.
3. The applicant has not received more than one affordability assistance grant per category in the past. (Only one award per household is permitted). *This requirement can be waived under special circumstances.*
4. Applicants applying for repairs will require income certification at the time of the application.
5. Applicants applying for repairs must show proof that property taxes, municipal utilities and, if applicable, mortgage and homeowners association fee are paid current.
6. Applicants applying for repairs, the repairs must be an immediate and serious threat to the health and/or safety of the building's residents.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

Mark with X	Program	Details
	Emergency and Health/Safety Repairs Program	<ul style="list-style-type: none"><li>• Up to \$15,000</li><li>• Units must already be affordable deed restricted</li><li>• Homeowner cannot be in tax or HOA arrears</li><li>• Repairs must be an immediate and serious threat to the health and/or safety of the building's residents.</li></ul>
	Creation of Additional Very Low-Income Units	<ul style="list-style-type: none"><li>• Convert moderate- and low-income housing units into additional very low-income units.</li></ul>

2. \$ Amount of Request (Please see above for maximum amounts): \_\_\_\_\_

### CERTIFICATION

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

I authorize CGP&H, Township of Berkeley Heights, or their agents to check for accuracy on any and all statements and representations made in this application. This may include calls to employers to verify income, contact with banks, etc.

Applicant: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Application for Subsidy Assistance

## Township of Berkeley Heights

Please complete and submit with required documents to:  
 CGP&H, 1249 S. River Rd, Suite 301, Cranbury, NJ 08512 or by email at homes@cgph.net  
 Call 609-664-2769 ext. 5 or email homes@cgph.net if you have any questions. Please use  
 "Berkeley Heights Affordability Assistance" as the subject line.

Make sure to include the required documents listed on page 9 of this application.

Development Name: \_\_\_\_\_ Address: \_\_\_\_\_

### 1. APPLICANT INFORMATION:

Provide details for the Primary Applicant below. The Primary Applicant will be the main contact for this affordable housing. If there is another household member that will be a co-borrower or co-owner, please include their information under Co-applicant.

#### Primary Applicant

Prefix	First Name	Middle Name	Last Name	Suffix
<b>Email</b>				
<b>Preferred Phone</b>		<b>Ext</b>	<b>Can Receive Text SMS</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alternate Phone</b>		<b>Ext</b>	<b>Can Receive Text SMS</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Mailing Address</b>				
<b>City</b>		<b>State</b>		<b>Zip Code</b>
<b>Date of Birth</b>				<b>Gender</b>
<b>County Currently Living In</b>				<input type="checkbox"/> Male <input type="checkbox"/> Transgender
<b>County Currently Working In (If Applicable)</b>				<input type="checkbox"/> Female <input type="checkbox"/> Other
<b>Primary Language</b>			<b>Marital Status</b>	
			<input type="checkbox"/> Single <input type="checkbox"/> Married / Domestic Partnership <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed	
<b>Race</b>				
<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> American Indian AND White <input type="checkbox"/> American Indian AND Black <input type="checkbox"/> Black or African American <input type="checkbox"/> Asian AND White <input type="checkbox"/> Other multiple race <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> Black or African American AND White <input type="checkbox"/> Choose Not to Respond				
<b>Ethnicity</b>				
<input type="checkbox"/> Hispanic <input type="checkbox"/> Not Hispanic <input type="checkbox"/> Choose Not to Respond				
<b>Employment Status</b>				
<input type="checkbox"/> Self-employed <input type="checkbox"/> Full-time student <input type="checkbox"/> Retired				

<input type="checkbox"/> Work full-time for employer	<input type="checkbox"/> Permanently unable to work	<input type="checkbox"/> Minor/child
<input type="checkbox"/> Work part-time for employer	<input type="checkbox"/> Unemployed and seeking work	
<input type="checkbox"/> Homemaker	<input type="checkbox"/> Unemployed and not seeking work	
<b>Educational Attainment</b>		
<input type="checkbox"/> Less than HS Diploma	<input type="checkbox"/> Certification from a vocational or technical training program	<input type="checkbox"/> Bachelor's Degree
<input type="checkbox"/> High school diploma or equivalent	<input type="checkbox"/> Associate's Degree	<input type="checkbox"/> Master's or other graduate degree
<input type="checkbox"/> Some post-secondary education		

### Co-Applicant (If Applicable)

<b>First Name</b>		<b>Middle Name</b>	<b>Last Name</b>	<b>Suffix</b>	<b>Date of Birth</b>
<b>Email</b>					
<b>Phone</b>		<b>Ext</b>		<b>Can Receive Text SMS</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Gender</b>	<b>Ethnicity</b>	<b>Is this person a dependent of the Applicant and/or Co-Applicant?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Male	<input type="checkbox"/> Hispanic	<b>Does this person live in the house more than 50% of the time?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Female	<input type="checkbox"/> Not Hispanic	<b>Relationship to the applicant?</b>			
<input type="checkbox"/> Transgender	<input type="checkbox"/> Choose Not to Respond	<input type="checkbox"/> Spouse	<input type="checkbox"/> Boyfriend / Girlfriend / Fiancée	<input type="checkbox"/> Child	<input type="checkbox"/> Other
<input type="checkbox"/> Other					
<b>Race</b>					
<input type="checkbox"/> American Indian or Alaska Native	<input type="checkbox"/> White	<input type="checkbox"/> American Indian AND Black			
<input type="checkbox"/> Asian	<input type="checkbox"/> American Indian AND White	<input type="checkbox"/> Other multiple race			
<input type="checkbox"/> Black or African American	<input type="checkbox"/> Asian AND White	<input type="checkbox"/> Choose Not to Respond			
<input type="checkbox"/> Native Hawaiian or Pacific Islander	<input type="checkbox"/> Black or African American AND White				
<b>Employment Status</b>					
<input type="checkbox"/> Self-employed	<input type="checkbox"/> Full-time student	<input type="checkbox"/> Retired			
<input type="checkbox"/> Work full-time for employer	<input type="checkbox"/> Permanently unable to work	<input type="checkbox"/> Minor/child			
<input type="checkbox"/> Work part-time for employer	<input type="checkbox"/> Unemployed and seeking work				
<input type="checkbox"/> Homemaker	<input type="checkbox"/> Unemployed and not seeking work				
<b>Educational Attainment</b>					
<input type="checkbox"/> Less than HS Diploma	<input type="checkbox"/> Certification from a vocational or technical training program	<input type="checkbox"/> Bachelor's Degree			
<input type="checkbox"/> High school diploma or equivalent	<input type="checkbox"/> Associate's Degree	<input type="checkbox"/> Master's or other graduate degree			
<input type="checkbox"/> Some post-secondary education					

## 2. HOUSEHOLD INFORMATION

Please provide information on any other members of your household, such as children, grandparents, or other members.

### Additional Household Member #1 (If Applicable)

<b>First Name</b>		<b>Middle</b>	<b>Last Name</b>	<b>Suffix</b>	<b>DOB</b>
<b>Gender</b>	<b>Ethnicity</b>	Is this person a dependent of the Applicant and/or Co-Applicant?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender <input type="checkbox"/> Other	<input type="checkbox"/> Hispanic <input type="checkbox"/> Not Hispanic <input type="checkbox"/> Choose Not to Respond	Does this person live in the house more than 50% of the time?			<input type="checkbox"/> Yes <input type="checkbox"/> No
		Relationship to the applicant?			
		<input type="checkbox"/> Spouse	<input type="checkbox"/> Boyfriend/Girlfriend/ Fiancée	<input type="checkbox"/> Child	<input type="checkbox"/> Other
<b>Race</b>					
<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Pacific Islander		<input type="checkbox"/> White <input type="checkbox"/> American Indian AND White <input type="checkbox"/> Asian AND White <input type="checkbox"/> Black or African American AND White	<input type="checkbox"/> American Indian AND Black <input type="checkbox"/> Other multiple race <input type="checkbox"/> Choose Not to Respond		
<b>Employment Status</b>					
<input type="checkbox"/> Self-employed <input type="checkbox"/> Work full-time for employer <input type="checkbox"/> Work part-time for employer <input type="checkbox"/> Homemaker		<input type="checkbox"/> Full-time student <input type="checkbox"/> Permanently unable to work <input type="checkbox"/> Unemployed and seeking work <input type="checkbox"/> Unemployed and not seeking work	<input type="checkbox"/> Retired <input type="checkbox"/> Minor/child		

### Additional Household Member #2 (If Applicable)

<b>First Name</b>		<b>Middle</b>	<b>Last Name</b>	<b>Suffix</b>	<b>DOB</b>
<b>Gender</b>	<b>Ethnicity</b>	Is this person a dependent of the Applicant and/or Co-Applicant?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender <input type="checkbox"/> Other	<input type="checkbox"/> Hispanic <input type="checkbox"/> Not Hispanic <input type="checkbox"/> Choose Not to Respond	Does this person live in the house more than 50% of the time?			<input type="checkbox"/> Yes <input type="checkbox"/> No
		Relationship to the applicant?			
		<input type="checkbox"/> Spouse	<input type="checkbox"/> Boyfriend/Girlfriend/ Fiancée	<input type="checkbox"/> Child	<input type="checkbox"/> Other
<b>Race</b>					
<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Pacific Islander		<input type="checkbox"/> White <input type="checkbox"/> American Indian AND White <input type="checkbox"/> Asian AND White <input type="checkbox"/> Black or African American AND White	<input type="checkbox"/> American Indian AND Black <input type="checkbox"/> Other multiple race <input type="checkbox"/> Choose Not to Respond		
<b>Employment Status</b>					
<input type="checkbox"/> Self-employed <input type="checkbox"/> Work full-time for employer <input type="checkbox"/> Work part-time for employer <input type="checkbox"/> Homemaker		<input type="checkbox"/> Full-time student <input type="checkbox"/> Permanently unable to work <input type="checkbox"/> Unemployed and seeking work <input type="checkbox"/> Unemployed and not seeking work	<input type="checkbox"/> Retired <input type="checkbox"/> Minor/child		

**Additional Household Member #3 (If Applicable)**

<b>First Name</b>		<b>Middle</b>	<b>Last Name</b>	<b>Suffix</b>	<b>DOB</b>
<b>Gender</b>	<b>Ethnicity</b>	Is this person a dependent of the Applicant and/or Co-Applicant?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender <input type="checkbox"/> Other	<input type="checkbox"/> Hispanic <input type="checkbox"/> Not Hispanic <input type="checkbox"/> Choose Not to Respond	Does this person live in the house more than 50% of the time?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		Relationship to the applicant?			
		<input type="checkbox"/> Spouse	<input type="checkbox"/> Boyfriend/Girlfriend/ Fiancée	<input type="checkbox"/> Child	<input type="checkbox"/> Other
<b>Race</b>					
<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Pacific Islander		<input type="checkbox"/> White <input type="checkbox"/> American Indian AND White <input type="checkbox"/> Asian AND White <input type="checkbox"/> Black or African American AND White		<input type="checkbox"/> American Indian AND Black <input type="checkbox"/> Other multiple race <input type="checkbox"/> Choose Not to Respond	
<b>Employment Status</b>					
<input type="checkbox"/> Self-employed <input type="checkbox"/> Work full-time for employer <input type="checkbox"/> Work part-time for employer <input type="checkbox"/> Homemaker		<input type="checkbox"/> Full-time student <input type="checkbox"/> Permanently unable to work <input type="checkbox"/> Unemployed and seeking work <input type="checkbox"/> Unemployed and not seeking work		<input type="checkbox"/> Retired <input type="checkbox"/> Minor/child	

**Additional Household Member #4 (If Applicable)**

<b>First Name</b>		<b>Middle</b>	<b>Last Name</b>	<b>Suffix</b>	<b>DOB</b>
<b>Gender</b>	<b>Ethnicity</b>	Is this person a dependent of the Applicant and/or Co-Applicant?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender <input type="checkbox"/> Other	<input type="checkbox"/> Hispanic <input type="checkbox"/> Not Hispanic <input type="checkbox"/> Choose Not to Respond	Does this person live in the house more than 50% of the time?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		Relationship to the applicant?			
		<input type="checkbox"/> Spouse	<input type="checkbox"/> Boyfriend/Girlfriend/ Fiancée	<input type="checkbox"/> Child	<input type="checkbox"/> Other
<b>Race</b>					
<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Pacific Islander		<input type="checkbox"/> White <input type="checkbox"/> American Indian AND White <input type="checkbox"/> Asian AND White <input type="checkbox"/> Black or African American AND White		<input type="checkbox"/> American Indian AND Black <input type="checkbox"/> Other multiple race <input type="checkbox"/> Choose Not to Respond	
<b>Employment Status</b>					
<input type="checkbox"/> Self-employed <input type="checkbox"/> Work full-time for employer <input type="checkbox"/> Work part-time for employer <input type="checkbox"/> Homemaker		<input type="checkbox"/> Full-time student <input type="checkbox"/> Permanently unable to work <input type="checkbox"/> Unemployed and seeking work <input type="checkbox"/> Unemployed and not seeking work		<input type="checkbox"/> Retired <input type="checkbox"/> Minor/child	

**Additional Household Member #5 (If Applicable)**

<b>First Name</b>		<b>Middle Name</b>	<b>Last Name</b>	<b>Suffi x</b>	<b>Date of Birth</b>
<b>Gender</b>	<b>Ethnicity</b>	<b>Is this person a dependent of the Applicant and/or Co-Applicant?</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender <input type="checkbox"/> Other	<input type="checkbox"/> Hispanic <input type="checkbox"/> Not Hispanic <input type="checkbox"/> Choose Not to Respond	<b>Does this person live in the house more than 50% of the time?</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No
		<b>Relationship to the applicant?</b>			
		<input type="checkbox"/> Spouse	<input type="checkbox"/> Boyfriend / Girlfriend / Fiancée	<input type="checkbox"/> Child	<input type="checkbox"/> Other
<b>Race</b>					
<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Pacific Islander		<input type="checkbox"/> White <input type="checkbox"/> American Indian AND White <input type="checkbox"/> Asian AND White <input type="checkbox"/> Black or African American AND White	<input type="checkbox"/> American Indian AND Black <input type="checkbox"/> Other multiple race <input type="checkbox"/> Choose Not to Respond		
<b>Employment Status</b>					
<input type="checkbox"/> Self-employed <input type="checkbox"/> Work full-time for employer <input type="checkbox"/> Work part-time for employer <input type="checkbox"/> Homemaker		<input type="checkbox"/> Full-time student <input type="checkbox"/> Permanently unable to work <input type="checkbox"/> Unemployed and seeking work <input type="checkbox"/> Unemployed and not seeking work	<input type="checkbox"/> Retired <input type="checkbox"/> Minor/child		

**Additional Household Member #6 (If Applicable)**

<b>First Name</b>		<b>Middle Name</b>	<b>Last Name</b>	<b>Suffi x</b>	<b>Date of Birth</b>
<b>Gender</b>	<b>Ethnicity</b>	<b>Is this person a dependent of the Applicant and/or Co-Applicant?</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender <input type="checkbox"/> Other	<input type="checkbox"/> Hispanic <input type="checkbox"/> Not Hispanic <input type="checkbox"/> Choose Not to Respond	<b>Does this person live in the house more than 50% of the time?</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No
		<b>Relationship to the applicant?</b>			
		<input type="checkbox"/> Spouse	<input type="checkbox"/> Boyfriend / Girlfriend / Fiancée	<input type="checkbox"/> Child	<input type="checkbox"/> Other
<b>Race</b>					
<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Pacific Islander		<input type="checkbox"/> White <input type="checkbox"/> American Indian AND White <input type="checkbox"/> Asian AND White <input type="checkbox"/> Black or African American AND White	<input type="checkbox"/> American Indian AND Black <input type="checkbox"/> Other multiple race <input type="checkbox"/> Choose Not to Respond		
<b>Employment Status</b>					
<input type="checkbox"/> Self-employed <input type="checkbox"/> Work full-time for employer <input type="checkbox"/> Work part-time for employer <input type="checkbox"/> Homemaker		<input type="checkbox"/> Full-time student <input type="checkbox"/> Permanently unable to work <input type="checkbox"/> Unemployed and seeking work <input type="checkbox"/> Unemployed and not seeking work	<input type="checkbox"/> Retired <input type="checkbox"/> Minor/child		

### 3. INCOME

The income information you provide on this page goes into determining your eligibility for affordable housing.

#### Income Source #1

<b>Income Earner</b>	<input type="checkbox"/> Applicant	<input type="checkbox"/> Co-Applicant	<input type="checkbox"/> Other Household Member	<b>Gross Annual Income</b>	\$
<b>Is this income earner a full-time student?</b>					<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Income Type</b>					
<input type="checkbox"/> Full-time Employment	<input type="checkbox"/> Spousal Support/Alimony	<input type="checkbox"/> Investment Income	<input type="checkbox"/> SSI/SSDI	<input type="checkbox"/> Unemployment	<input type="checkbox"/> Other
<input type="checkbox"/> Part-time Employment	<input type="checkbox"/> Child Support	<input type="checkbox"/> Pension/Annuity	<input type="checkbox"/> Social Security		
<input type="checkbox"/> Self-Employment	<input type="checkbox"/> TANF/Public Assistance				
<b>Date of Hire / Expected</b>		<b>Occupation Description</b>			

#### Income Source #2

<b>Income Earner</b>	<input type="checkbox"/> Applicant	<input type="checkbox"/> Co-Applicant	<input type="checkbox"/> Other Household Member	<b>Gross Annual Income</b>	\$
<b>Is this income earner a full-time student?</b>					<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Income Type</b>					
<input type="checkbox"/> Full-time Employment	<input type="checkbox"/> Spousal Support/Alimony	<input type="checkbox"/> Investment Income	<input type="checkbox"/> SSI/SSDI	<input type="checkbox"/> Unemployment	<input type="checkbox"/> Other
<input type="checkbox"/> Part-time Employment	<input type="checkbox"/> Child Support	<input type="checkbox"/> Pension/Annuity	<input type="checkbox"/> Social Security		
<input type="checkbox"/> Self-Employment	<input type="checkbox"/> TANF/Public Assistance				
<b>Date of Hire / Expected</b>		<b>Occupation Description</b>			

#### Income Source #3

<b>Income Earner</b>	<input type="checkbox"/> Applicant	<input type="checkbox"/> Co-Applicant	<input type="checkbox"/> Other Household Member	<b>Gross Annual Income</b>	\$
<b>Is this income earner a full-time student?</b>					<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Income Type</b>					
<input type="checkbox"/> Full-time Employment	<input type="checkbox"/> Spousal Support/Alimony	<input type="checkbox"/> Investment Income	<input type="checkbox"/> SSI/SSDI	<input type="checkbox"/> Unemployment	<input type="checkbox"/> Other
<input type="checkbox"/> Part-time Employment	<input type="checkbox"/> Child Support	<input type="checkbox"/> Pension/Annuity	<input type="checkbox"/> Social Security		
<input type="checkbox"/> Self-Employment	<input type="checkbox"/> TANF/Public Assistance				
<b>Date of Hire / Expected</b>		<b>Occupation Description</b>			

#### Income Source #4

<b>Income Earner</b>	<input type="checkbox"/> Applicant	<input type="checkbox"/> Co-Applicant	<input type="checkbox"/> Other Household Member	<b>Gross Annual Income</b>	\$
<b>Is this income earner a full-time student?</b>					<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Income Type</b>					
<input type="checkbox"/> Full-time Employment	<input type="checkbox"/> Spousal Support/Alimony	<input type="checkbox"/> Investment Income	<input type="checkbox"/> SSI/SSDI	<input type="checkbox"/> Unemployment	<input type="checkbox"/> Other
<input type="checkbox"/> Part-time Employment	<input type="checkbox"/> Child Support	<input type="checkbox"/> Pension/Annuity	<input type="checkbox"/> Social Security		
<input type="checkbox"/> Self-Employment	<input type="checkbox"/> TANF/Public Assistance				
<b>Date of Hire / Expected</b>		<b>Occupation Description</b>			

**Income Source #5**

<b>Income Earner</b>	<input type="checkbox"/> Applicant	<input type="checkbox"/> Co-Applicant	<input type="checkbox"/> Other Household Member	<b>Gross Annual Income</b>	<b>\$</b>
<b>Is this income earner a full-time student?</b>					<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Income Type</b>					
<input type="checkbox"/> Full-time Employment	<input type="checkbox"/> Spousal Support/Alimony	<input type="checkbox"/> Investment Income	<input type="checkbox"/> SSI/SSDI		
<input type="checkbox"/> Part-time Employment	<input type="checkbox"/> Child Support	<input type="checkbox"/> Pension/Annuity	<input type="checkbox"/> Unemployment		
<input type="checkbox"/> Self-Employment	<input type="checkbox"/> TANF/Public Assistance	<input type="checkbox"/> Social Security	<input type="checkbox"/> Other		
<b>Date of Hire / Expected</b>		<b>Occupation Description</b>			

**Additional Income Information**

<b>Does any member of your household who does not have job, expect to seek full or part time employment in the next year?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Does any member of your household work for an employer that pays in cash?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Is any member of your household expecting to take a leave of absence from work due to lay-off, medical, maternity or military leave?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Is any member of your household entitled to child support that he/she is not now receiving?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Does any member of your household now receive or expect to receive regular contributions from organizations or from individuals not living in the unit?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Is any member of your household responsible for paying child support or alimony?</b> This amount will be deducted from your total annual income.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If yes, monthly amount paid:</b>	<b>\$</b>

## 4. ASSETS

### Checking/Savings Bank Account Information

Please supply information for each of the household member's checking/savings accounts. Include ALL joint accounts.

Account Owner	Account Type	Bank Name	Current Balance	Last 4 Digits of Account #
<input type="checkbox"/> Applicant <input type="checkbox"/> Co-Applicant <input type="checkbox"/> Other Household Member	<input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account		\$	
<input type="checkbox"/> Applicant <input type="checkbox"/> Co-Applicant <input type="checkbox"/> Other Household Member	<input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account		\$	
<input type="checkbox"/> Applicant <input type="checkbox"/> Co-Applicant <input type="checkbox"/> Other Household Member	<input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account		\$	
<input type="checkbox"/> Applicant <input type="checkbox"/> Co-Applicant <input type="checkbox"/> Other Household Member	<input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account		\$	
<input type="checkbox"/> Applicant <input type="checkbox"/> Co-Applicant <input type="checkbox"/> Other Household Member	<input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account		\$	

### Other Assets Information

Please list other assets such as Certificate of Deposits (CDs), retirement accounts, pensions, 401k's, stocks, bonds, and trusts.

Account Owner	Account Type	Bank/Asset Name	Current Balance	Last 4 Digits of Account #
<input type="checkbox"/> Applicant <input type="checkbox"/> Co-Applicant <input type="checkbox"/> Other Household Member	<input type="checkbox"/> Retirement Account <input type="checkbox"/> CD <input type="checkbox"/> Other <input type="checkbox"/> Investment Account		\$	
<input type="checkbox"/> Applicant <input type="checkbox"/> Co-Applicant <input type="checkbox"/> Other Household Member	<input type="checkbox"/> Retirement Account <input type="checkbox"/> CD <input type="checkbox"/> Other <input type="checkbox"/> Investment Account		\$	
<input type="checkbox"/> Applicant <input type="checkbox"/> Co-Applicant <input type="checkbox"/> Other Household Member	<input type="checkbox"/> Retirement Account <input type="checkbox"/> CD <input type="checkbox"/> Other <input type="checkbox"/> Investment Account		\$	
<input type="checkbox"/> Applicant <input type="checkbox"/> Co-Applicant <input type="checkbox"/> Other Household Member	<input type="checkbox"/> Retirement Account <input type="checkbox"/> CD <input type="checkbox"/> Other <input type="checkbox"/> Investment Account		\$	
<input type="checkbox"/> Applicant <input type="checkbox"/> Co-Applicant <input type="checkbox"/> Other Household Member	<input type="checkbox"/> Retirement Account <input type="checkbox"/> CD <input type="checkbox"/> Other <input type="checkbox"/> Investment Account		\$	

### Additional Asset Information

Does any member of your household own real estate?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is there a mortgage on the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is there rental income?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you planning on selling the real estate?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has any member of your household sold or given away real property or other assets (including cash) in the past two years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Please list the asset or assets sold or given away in the last two years including the value:</b>	

### 5. Current Living Situation:

Current living situation information is not a criteria in the approval process but it provides a clearer picture of the types of families who might benefit from affordable housing opportunities.

<b>How many bedrooms are in your current home?</b>			
<input type="checkbox"/> 0 (Studio) <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6			
<b>Current Monthly Rent (If Applicable)</b>	\$	<b>Do you have a Section 8 Voucher?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Monthly Utilities (Gas, Water, Electricity, Etc)</b>	\$		



Please list your estimated monthly expenses:

	Monthly Expense
<b>Auto</b>	
Loan	
Insurance	
Maintenance/Repairs	
<b>Housing</b>	
Rent/Mortgage	
Home owners association	
Property Tax	
Insurance	
<b>Medical</b>	
Health Insurance	
Co-pays	
Other (medications, glasses, etc.)	
<b>Utilities</b>	
Internet/phone/cable	
Electricity/heating	
Water Sewer	
Trash	
Cell Phone	
<b>Other</b>	
Childcare/day care	
Child Support/Alimony	
Credit card debt	
Education	
Food	
Gas/tolls/parking	
Public Transportation	
Student loan	
Tuition	
Other: (please specify)	
<b>TOTAL Expenses</b>	

If your total monthly expenses exceed your monthly income, how will you pay your household expenses in the future:

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## 7. Supporting Documents

You must also submit the supporting documents on the following check list for all household members 18 years old or older. ***Please start gathering this information immediately as it may take several days to locate all of the documents.***

<b>Identification</b>
<input type="checkbox"/> Personal photo identification: Driver's License, passport, or State ID
<b>Income Related Documents – Provide All That Apply</b>
<input type="checkbox"/> Employment Income: 4 most recent consecutive pay stubs for all employed household members <input type="checkbox"/> Social Security: Most recent award letter <input type="checkbox"/> Temporary Assistance for Needy Families (TANF): Voucher or other verification <input type="checkbox"/> Pension: Letter from pension fund <input type="checkbox"/> Child Support: Current statement from NJ child support website, court order or notarized letter re: your child support status <input type="checkbox"/> Alimony: Current statement from NJ website or notarized letter regarding your alimony support status <input type="checkbox"/> Military Pay: Verification of military pay <input type="checkbox"/> Workers' Compensation: Statement showing benefits <input type="checkbox"/> Unemployment Benefits: Statement showing benefits <input type="checkbox"/> Self Employed or Own Business: Year to date profit & loss statement (not required if submitting K-1 with taxes)
<b>Bank Statements &amp; Other Accounts (Include All Joint Accounts)</b>
<input type="checkbox"/> Checking Account: All pages of statements for the last 6 consecutive months <input type="checkbox"/> Savings Account Statements Including CD's: All pages of statements for the last 6 consecutive months <input type="checkbox"/> Other Account Statements: Most recent statement for other assets such as retirement accounts, 401k's, stocks, bonds, & trusts
<b>Tax Returns</b>
<input type="checkbox"/> Federal Tax Return: All pages of 1040 Federal Tax Return for the past 3 consecutive years <input type="checkbox"/> Sign the 2nd page of each Federal Tax Return (1040 form) to validate the copy <input type="checkbox"/> State Tax Return: All pages for the past 3 consecutive years
<b>If You Own an Investment Property or Rental Property, Please Also Provide The Following</b>
<input type="checkbox"/> Current mortgage statement <input type="checkbox"/> Investment property lease agreement (if applicable) <input type="checkbox"/> Current year tax assessment record <input type="checkbox"/> Real estate listing if this property is for sale <input type="checkbox"/> Contract with the realtor listing property if property is for sale <input type="checkbox"/> Foreclosure notice (LIS PENS, etc.) if the property is in foreclosure
<b>Current Residences Documents</b>
<input type="checkbox"/> Recorded deed to the property <input type="checkbox"/> Receipt of property taxes paid current <input type="checkbox"/> Proof of mortgage payments paid current <input type="checkbox"/> Copy of any and all other liens recorded against the property <input type="checkbox"/> If widowed, copy of Death Certificate of spouse
<b>Other</b>
<input type="checkbox"/> Divorce Decree: All pages of divorce decree & settlement agreement

- Full Time Student Over 18: School schedule to document full time status
- Copy of your current lease agreement
- Copy of your affordable housing certification

# PROPERTY INFORMATION

Name of Owner(s) as it Appears on the Property's Title:

\_\_\_\_\_

Year the home was built: \_\_\_\_\_ Block# \_\_\_\_\_ Lot# \_\_\_\_\_

Owner Occupied:  Yes  No

Is there a Mortgage on the Property?  Yes  No

Original Mortgage Amount: \$ \_\_\_\_\_

Approximate Present Balance: \$ \_\_\_\_\_

Monthly Mortgage Payment: \$ \_\_\_\_\_

Name and Address of Mortgagee:

\_\_\_\_\_

Mortgage is dated \_\_\_\_\_ and was recorded on \_\_\_\_\_ (date) in

County at Book No. \_\_\_\_\_ and Page No. \_\_\_\_\_.

Are there any additional mortgages on the property?  Yes  No

If yes, please attach additional page listing above requested information for each additional mortgage.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Applicant Certification:**

I/we certify that if selected to receive assistance, the unit I/we occupy will be my/our only residence. I/we understand that the above information is being collected to determine my/our eligibility. I/we authorize the employer/owner/manager to verify all information provided on this application and to contact previous or current Landlords or other sources of credit and verification information which may be released to appropriate Federal, State, or local agencies. I/we certify that the statements made in this application are true and complete to the best of my/our knowledge and belief. I/we understand that false statements or information are punishable under Federal Law.

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Signature of Head of Household

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(Date)

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Signature of Spouse/Co-Head Household

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(Date)

***We Do Business in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). It is Illegal to Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin.***

**Exhibit 3- Resolution Authorizing Affordability Assistance Grant Payment**

**RESOLUTION AUTHORIZING AFFORDABILITY ASSISTANCE GRANT WITH  
THE HOME PURCHASER OF AN AFFORDABLE HOUSING UNIT LOCATED AT  
\_\_\_\_\_, BERKELEY HEIGHTS, NEW JERSEY.**

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

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

**WHEREAS,** the Township is willing to extend a grant to the property owner in the amount of \$\_\_\_\_\_.

**NOW THEREFORE BE IT RESOLVED** on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Township of Berkeley Heights, County of Union, State of New Jersey, that:

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

I do hereby certify that the foregoing is a true copy of a resolution passed by the \_\_\_\_\_ at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Clerk

**Exhibit 4 - Resolutions Authorizing Affordability Assistance Loan Repayment**

**RESOLUTION AUTHORIZING AN AFFORDABILITY ASSISTANCE LOAN  
REPAYMENT AGREEMENT WITH THE OWNER OF AN AFFORDABLE HOUSING  
UNIT LOCATED \_\_\_\_\_, BERKELEY HEIGHTS, NEW JERSEY.**

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

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

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

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

**NOW THEREFORE BE IT RESOLVED** on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Township Committee of Berkeley Heights, County of Union, State of New Jersey, that:

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

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

\_\_\_\_\_  
Clerk

**Exhibit 5 - Affordability Assistance Program Repayment Agreement**

**TOWNSHIP OF BERKELEY HEIGHTS**

**AFFORDABILITY ASSISTANCE PROGRAM REPAYMENT AGREEMENT**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ is between \_\_\_\_\_(hereafter "Owner") whose address is \_\_\_\_\_ and The Township of Berkeley Heights, with offices at 29 Park Avenue, Berkeley Heights, NJ 07922 (hereafter "Township"). Collectively, the "Owner" and the "Township" referred to herein as the "Parties":

WHEREAS, Owner is the homeowner of a property located at \_\_\_\_\_, described more specifically as Block No. \_\_\_\_\_ Lot No. \_\_\_\_\_, (hereafter "Property"); and

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

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

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

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

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

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

of the maximum restricted mortgage amount and not until prior written approval has been obtained from the Administrative Agent.

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

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

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

**Municipality**

**Attest:**

---

**OWNER**

**Attest:**

---

STATE OF NEW JERSEY:

SS

COUNTY OF \_\_\_\_\_ :

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that s/he:

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

Signed and sworn to before me

On \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

STATE OF NEW JERSEY:

SS

COUNTY OF \_\_\_\_\_:

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) s/he is the Township Clerk of the Township of Berkeley Heights, the municipal corporation named in this document;
- (b) s/he is the attesting witness to the signing of this document by \_\_\_\_\_, \_\_\_\_\_ of Berkeley Heights;
- (c) this document was signed and delivered by the Township of Berkeley Height sas its voluntary act duly authorized by a proper resolution of the Township Council
- (d) s/he knows the proper seal of the \_\_\_\_\_ which was affixed to this document; and
- (e) s/he signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_

**Exhibit 6 - Mortgage Securing Payment of Affordability Assistance Program Note**

**TOWNSHIP OF BERKELEY HEIGHTS**

**MORTGAGE SECURING PAYMENT OF AFFORDABILITY ASSISTANCE PROGRAM  
NOTE**

THIS MORTGAGE, made on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, (the "OWNER") and the Township of Berkeley Heights (the "Municipality"), in connection with the property described herein (the "PROPERTY");

Article 1.                   REPAYMENT MORTGAGE NOTE

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

Article 2.                   MORTGAGE AS SECURITY FOR AMOUNT DUE

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

Article 3.                   PROPERTY DESCRIPTION

All of the land and improvements thereon located in the Township of Berkeley Heights, in the County of Union, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. \_\_\_\_\_ Lot No. \_\_\_\_\_, and known by the street address:

\_\_\_\_\_  
\_\_\_\_\_

Article 4.                   RIGHTS GIVEN TO MUNICIPALITY

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

Article 5.                   DEFAULT

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

1.     The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;

2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3. The Owner fails to make any payment required by the Note;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

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

Article 7. NOTICES

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

Article 8. NO WAIVER BY MUNICIPALITY

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

Article 9. EACH PERSON LIABLE

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

Article 10. SUBORDINATION

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

Article 11. AMENDMENTS

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

Article 13. SIGNATURES

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

Article 14. ACKNOWLEDGEMENT

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

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

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Signature of (Owner)

\_\_\_\_\_  
Signature (Co-Owner)

STATE OF NEW JERSEY )

) ss:

COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
NOTARY PUBLIC

**Exhibit 7: Recapture Mortgage Note for Affordability Assistance Program**

**TOWNSHIP OF BERKELEY HEIGHTS**

**RECAPTURE MORTGAGE NOTE FOR AFFORDABILITY ASSISTANCE PROGRAM**

THIS NOTE is dated as of \_\_\_\_\_, 20 \_\_, For value received \_\_\_\_\_ (referred to "Owner") promises to pay to The Township of Berkeley Heights, which has its principal offices at 29 Park Avenue, Berkeley Heights, NJ 07922 (the "Municipality"), the amounts specified in this Note and promises to abide by the terms contained below.

**Article 1. REPAYMENT MORTGAGE**

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

**Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS**

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

**Article 3. PROPERTY DESCRIPTION**

All of the land and improvements thereon located in the Township of Berkeley Heights in the County of Union, State of New Jersey, described more specifically as Block No. \_\_\_\_\_ Lot No. \_\_\_\_\_, and known by the street address: \_\_\_\_\_.

**Article 4. WAIVER OF FORMAL ACTS**

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

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

Article 5.

RESPONSIBILITY UNDER NOTE

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

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

ACKNOWLEDGEMENT

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

Dated:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Signature of (Owner)

\_\_\_\_\_  
Signature (Co-Owner)

STATE OF NEW JERSEY )

) ss.:

COUNTY OF \_\_\_\_\_)

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me came \_\_\_\_\_, who acknowledges and makes proof to my satisfaction that s/he is the Owner named within this Note, and that s/he has executed said Note for the purposes set forth therein, sworn to and subscribed by her /him in my presence on this date.

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

A Notary Public/Attorney of the State of New Jersey

**Exhibit 8: Notice of Right of Rescission**

**TOWNSHIP OF BERKELEY HEIGHTS**  
**AFFORDABILITY ASSISTANCE PROGRAM**

**NOTICE TO HOMEOWNER REQUIRED BY FEDERAL LAW:**

You have entered into a transaction on \_\_\_\_\_, 20\_\_ which will result in a lien, mortgage, or other security interest in your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying The Housing Partnership, whose offices are located at 2 E Blackwell Street, #12, Dover, NJ 07801 by certified mail sent not later than midnight of **«Right of Rescission date»**. You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.

I hereby cancel this transaction.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(customer signature)

**EFFECT OF RESCISSION.** When a homeowner exercises his/her right to rescind under paragraph (a) of this section, he/she is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within 10 days after receipt of a notice of rescission, the creditor shall return to the homeowner any money or property given as earnest money, down payment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the homeowner, the homeowner may retain possession of it. Upon the performance of the creditor's obligations under this section, the homeowner shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the homeowner shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the homeowner, at the option of the homeowner. If the creditor does not take possession of the property within 10 days after tender by the homeowner, ownership of the property vests in the homeowner without obligation on his/her part to pay for it.

I, the Customer, hereby acknowledge receipt of two (2) copies of the aforesaid Notice of Right of Rescission which have been given unto me this **«Mortgage\_Date»**.

\_\_\_\_\_  
«Homeowner\_name»

\_\_\_\_\_  
«CoOwner»

TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY

RESOLUTION

**RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO NEGLIA GROUP FOR CONSTRUCTION MANAGEMENT AND GRANT ADMINISTRATION SERVICES FOR THE SAFE STREETS TO TRANSIT 2024 PROJECT**

**WHEREAS**, the Township of Berkeley Heights is in need of contracting for professional Construction Management and Grant Administration services for the **for the Safe Streets to Transit 2024 (SST-2024-Safer Sidewalks for Springfield Ave-00045)** project; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires a resolution authorizing the award of the contract for professional services without competitive bid and that the contract itself must be available for inspection; and

**WHEREAS**, on January 7, 2026, Neglia Group was deemed qualified to provide professional general engineering services to the Township of Berkeley Heights as part of a Fair and Open process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.5; and

**WHEREAS**, Neglia Group has provided proposal dated February 26, 2026, to provide professional Construction Management and Grant Administration services for the Safe Streets to Transit 2024 (SST-2024-Safer Sidewalks for Springfield Ave-00045) project.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Township of Berkeley Heights, County of Union, State of New Jersey that the Mayor is hereby authorized to execute to an agreement with Neglia Group for professional Construction Management and Grant Administration services for the Safe Streets to Transit 2024 (SST-2024-Safer Sidewalks for Springfield Ave-00045) project, at a fee not to exceed **\$148,135.00**, pursuant to their proposal dated February 26, 2026.

**BE IT FURTHER RESOLVED**, that this contract is awarded without competitive bids as a "professional services contract" in accordance with N.J.S.A. 40A:11-5(1)(a)(l) of the Local Public Contracts Law and pursuant to a Fair and Open process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.5, et seq.

**BE IT FURTHER RESOLVED**, that the Chief Finance Officer of the Township of Berkeley Heights has certified that sufficient uncommitted funds are available in an amount **not to exceed \$148,135.00** from account C-04-25-026-00A, Ord 25-26 Road Improvements.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately.

**Approved this 16th day of March, 2026.**

**ATTEST:**

\_\_\_\_\_  
**Angela Lazzari, RMC**  
**Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**ORDINANCE NO. 2026-02**

**AMENDMENTS TO THE MIXED USE (MU) ZONE AND ESTABLISHING THE  
MIXED USE (MU) OVERLAY ZONE**

**WHEREAS**, the Township of Berkeley Heights (the “Township” or “Berkeley Heights”) having filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the “Program”) and a declaratory judgment action pursuant to N.J.S.A. 52:27D-301 et. seq. (the “Fair Housing Act”) on January 23, 2025; and

**WHEREAS**, the Township having received two objections to the Township’s binding resolutions challenging the DCA’s calculation of its fair share obligations, one from the New Jersey Builder’s Association on February 27, 2025 and one from FSHC on February 28, 2025; and

**WHEREAS**, the Court having held settlement conferences in March of 2025, so the parties could negotiate a Fourth Round affordable housing obligations Mediation Agreement; and

**WHEREAS**, the Township and FSHC having entered into said Mediation Agreement, which was thereafter filed with the Program and the Court on March 28, 2025; and

**WHEREAS**, the Court having entered an order on April 14, 2025, setting the Township’s Fourth Round fair share obligations as a Present Need of 0 units and a Prospective Need of 240 units, which no party appealed, and ordering the Township to file a Fourth Round Housing Element and Fair Share Plan (“HEFSP”) by June 30, 2025; and

**WHEREAS**, the Township of Berkeley Heights Planning Board adopted the Fourth Round HEFSP, dated June 25, 2025, on June 25, 2025 pursuant to the Municipal Land use Law at N.J.S.A. 40:550-1, et seq.; and

**WHEREAS**, the Fourth Round HEFSP has been endorsed by the Township Council by Resolution Number 2025-198 on June 26, 2025; and

**WHEREAS**, the Township having filed its Fourth Round HEFSP on June 26, 2025 (“Adopted HEFSP”); and

**WHEREAS**, FSHC having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township’s Fourth Round HEFSP on August 29, 2025; and

**WHEREAS**, the Township and FSHC having agreed to amicably resolve the issues set forth in the challenges through a Settlement Agreement dated December 8, 2025 (“Settlement Agreement”), which further clarifies the Township’s compliance mechanisms through specific amendments to its Fourth Round HEFSP; and

**TOWNSHIP OF BERKELEY HEIGHTS  
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**WHEREAS**, the amendments to the Township’s Fourth Round HEFSP as agreed upon in the approved Settlement Agreement have been addressed through an Amended Fourth Round HEFSP, dated February 4, 2026; and

**WHEREAS**, the Amended Fourth Round HEFSP has been adopted by the Township Planning Board on February 18, 2026 and endorsed by the Township Council on March 16, 2026; and

**WHEREAS**, this Ordinance implements and incorporates the adopted and endorsed Amended Fourth Round Housing Element and Fair Share Plan, which provides that a portion of the Township’s Fourth Round Prospective Need obligation is to be addressed through the Mixed Use (MU) Overlay Zone;

**WHEREAS**, the Township intends to amend Article 6.3 (Schedule of Zone District Regulations) of Part 6 (Zoning) of Appendix A (Municipal Land Use Procedures Ordinance) of the Code of the Township of Berkeley Heights to establish the Mixed Use (MU) Overlay Zone;

**NOW, THEREFORE, BE IT ORDAINED** by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, as follows:

**Section 1.** Section 6.3.5.1 entitled “MU: Mixed Use” of Article 6.3 entitled “Schedule of Zone District Regulations” of Part 6 entitled “Zoning” of the Township of Berkeley Heights of the Municipal Land Use Procedures Ordinance is hereby amended to read as follows:

**Section 6.3.5.1 MU: Mixed Use Zone**

- A. Zone Area and Intent—The MU Zone consists of Block 4102, Lot 1; Block 4301, Lots, 1.012, 1.03 (part of former Lot 1.011 and former Lot 1.02), 1.04 (formerly Lot 1.011) and 1.05 (formerly Lot 1.02); and 1.02, along with serving as an overlay on those properties known as Block 4101, Lots 2-19. The MU Zone is intended to provide a flexible zoning framework that will facilitate the transformation of a traditional suburban office park into a commercially viable, integrated multi-use facility that provides work, residential, hospitality, retail, entertainment, and recreation opportunities. The MU Zone shall be developed so as to ensure a functionally and physically interconnected variety of land uses and open spaces, including outdoor recreational amenities.
- B. Application Requirements—Development within the MU Zone may take place in phases. Any request for preliminary and final site plan approvals with respect to one (1) or more portions of the MU Zone must comply with Part 10 of this Municipal Land Use Procedures Ordinance. In accordance with Article 4.8 of the Township Code, the Applicant shall apply to the Township’s Technical Review Committee (TRC) prior to any development application being deemed administratively complete.
- C. Permitted Principal Uses.
  - 1. MU Zone (eastern side of Plainfield Avenue).
    - a. Offices.
    - b. Research and development facilities.

**TOWNSHIP OF BERKELEY HEIGHTS  
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- c. Multifamily residential dwellings.
  - d. Mixed use structures.
  - e. Retail sales (including grocery stores), and restaurants, including without limitation, food and/or beverage structures and establishments, including breweries and indoor/outdoor cafes, and including catered events.
  - f. Fitness centers, including spa facilities.
  - g. Recreational uses and facilities, including outdoor sports courts/areas, fitness areas, outdoor hiking paths/trails, public assembly areas and skating rinks.
  - h. Entertainment uses and venues, including performance spaces associated with or located within permitted uses, and including indoor/outdoor movies and concerts.
  - i. Hotels.
  - j. Dog parks, parks, and playgrounds.
  - k. Municipal buildings and other governmental uses.
  - l. Places of worship including parish homes and religious school buildings.
  - m. Daycares, schools (including nursery schools) or other educational institutions.
  - n. Personal and Professional Service Establishments.
  - o. Health/medical facilities, including without limitation, offices for services of health/medical/dental care professionals, including medical spas.
  - p. Veterinary clinics, pet boarding overnight, and daycare.
  - q. Social clubs.
  - r. Public and quasi-public events.
  - s. Any structure containing a combination of two (2) or more of the foregoing uses, as well as multiple structures containing any combination of any number of the foregoing uses, in either case with or without accessory uses.
2. MU Overlay Zone (western side of Plainfield Avenue).
- a. Multifamily residential dwellings provided the multifamily residential building is designed with the appearance of a townhouse unit with walkways and entrances for some units along the front building elevation along Plainfield Avenue.
  - b. Townhouses.
- D. Permitted Accessory Uses and Structures.
1. MU Zone (eastern side of Plainfield Avenue).
- a. Any use or structure that is customarily incidental and subordinate to one (1) or more permitted principal uses in the MU Zone.
  - b. Health facilities (not open to the general public).
  - c. Automated storage and retrieval facilities for grocery stores.

**TOWNSHIP OF BERKELEY HEIGHTS  
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- d. Parking facilities, parking decks and surface parking. All parking decks/facilities adjacent to and visible from Plainfield Avenue shall be aesthetically compatible with the non-parking structures visible from Plainfield Avenue.
  - e. Standalone conference/event room structures, each not to exceed a footprint of 300 square feet.
  - f. Swimming pools and structures used in connection therewith, which pools and structures shall be exempt from the regulations set forth in Section 3.1.7 of this Municipal Land Uses Procedures Ordinance, the Swimming Pool Ordinance referenced therein, or any other Township swimming pool regulations.
  - g. Heliports, subject to the following requirements:
    - i. No more than one (1) heliport shall be allowed within the MU Zone;
    - ii. No refueling, repair, or maintenance activities shall be permitted;
    - iii. There shall be a minimum setback of one hundred fifty (150) feet from Plainfield Avenue. There shall be a minimum setback of one hundred fifty (150) feet from any residential uses;
    - iv. Any ground heliport, including the landing pad, shall be reasonably screened, and buffered (with either natural vegetation or a structure, at the option of the applicant) from Plainfield Avenue, provided, however, such screening or buffering shall not be required if not acceptable to any State or federal governmental agency having jurisdiction over heliports. Notwithstanding the foregoing, no such screening or buffering shall be required for heliports located on any building, parking deck, or other structure.
2. MU Overlay Zone (western side of Plainfield Avenue).
- a. Any use or structure that is customarily incidental and subordinate to one (1) or more permitted principal uses in the MU Overlay Zone subject to Planning Board approval.
  - b. Any use or structure that is customarily incidental and subordinate to one (1) or more permitted principal uses in the MU Zone and does not contain a use that is open to the public.
- E. Prohibited Uses.
- 1. Any use not specifically permitted shall be prohibited.
  - 2. Big-box general retail stores, defined as a retail store with a gross floor area of fifty thousand (50,000) square feet or more in which the general merchandise, including, but not limited to, the following, comprise over forty (40) percent of the gross floor area: toys, clothing, sporting goods, automotive supplies, electronics, appliances, home and garden supplies, pool supplies and equipment, discount dollar items, bedding, photo processing, a portrait studio, cell phone sales, a bank, pet shop, video rental, hair and/or nail salon, hardware, jewelry, banks, and fast-food outlets.
  - 3. Drive-through facilities, whether principal or accessory.
- F. Standards for Multifamily Residential Dwellings.

**TOWNSHIP OF BERKELEY HEIGHTS  
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1. Multifamily Residential Density (Third Round Affordable Housing Component). Per the November 2, 2022 Planning Board resolution granting preliminary and final site plan approval for the properties pertaining to MU Zone, and further incorporated in the Township's Fourth Round Housing Element and Fair Share Plan ("HEFSP"), endorsed by the Township Council on June 26, 2025, and as settled in the Township's Consent Order for Conditional Compliance Certification ("Consent Order") entered on December 8, 2025, the properties pertaining to the MU Zone shall provide a maximum of three hundred twenty-eight (328) total multifamily rental units, inclusive of forty-five (45) affordable family rental units, used to satisfy a portion of the Township's Third Round affordable housing obligation.
2. Multifamily Residential Density (Fourth Round Affordable Housing Component). As granted by the Fourth Round HEFSP and Consent Order, in addition to the residential density permitted as part of the Third Round Affordable Housing Component, an additional four hundred eighty (480) multifamily rental units, inclusive of a twenty percent (20%) set aside, shall be permitted to be constructed in the MU Zone, which set aside will be used to satisfy a portion of the Township's Fourth Round affordable housing obligation. By way of example, the proposed 480 rental unit development would create 96 affordable rental units. Furthermore, should the Township 1) fail to identify the site location for the proposed 24-unit 100% affordable housing development provided as a compliance mechanism in its Fourth Round HEFSP by March 15, 2026; 2) fail to demonstrate site control for the 24-unit 100% affordable housing development by July 1, 2026; 3) fail to provide a pro forma of construction costs and anticipated sources of funding for the 24-unit 100% affordable housing development by December 31, 2026; and/or 4) fail to secure funding for the 24-unit 100% affordable housing development by July 1, 2027 in order to begin construction within two years for the construction of a 24-unit one hundred percent (100%) affordable housing development, then a further additional one hundred twenty (120) multifamily rental units, inclusive of a 20% set aside, shall be permitted to be constructed in the MU Zone, which set aside will also be used to satisfy a portion of the Township's Fourth Round affordable housing obligation. By way of further example, if all 600 rental units under this Paragraph F.2. of this Section 6.3.5.1. are constructed, 120 affordable rental units would be set aside to satisfy a portion of the Township's Fourth Round affordable housing obligation.
3. All multifamily development shall be restricted by the maximum buildable area for the MU Zone, including the MU Overlay Zone as defined in Paragraph I.3. of this Section 6.3.5.1.
4. All affordable housing units shall be non-age restricted units located within the MU Zone.
5. All affordable housing development within the MU Zone shall be subject to the Township's affordable housing ordinances, including Title 18 and 18A of the Township Code, except as otherwise set forth in this Section 6.3.5.1 and all Uniform Housing Affordability Controls (UHAC) rules and regulations.
6. Any residential development constructed above the residential density described in paragraph F.1 and F.2 shall include a twenty percent (20%) inclusionary affordable set aside.

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**G. Standards for Retail and Entertainment Uses.**

1. The prohibition in Paragraph E.2. of this Section 6.3.5.1. shall not apply to supermarkets/grocery stores primarily engaged in the sale of food and household consumable goods, including fresh produce, meat, seafood, dairy, baked goods, packaged foods, and beverages, and may include ancillary departments such as pharmacy, floral, deli, bakery, and food court, and household goods customarily associated with food shopping.
2. Except in a building containing two (2) or more principal permitted uses, no single retail tenant within the MU Zone shall be less than one thousand (1,000) square feet.

**H. Standards for Open Spaces, Landscaping, and Buffers.**

1. A minimum of seven (7) acres of open spaces shall be provided within the MU Zone. Open spaces may consist of publicly-accessible walking/bicycle paths, parks, dog parks, at and above-grade terraces, landscaped areas, community gardens, plazas for seating and events, playgrounds, sports courts, and other fitness areas. Open space should include a combination of outdoor seating, decorative hardscape consisting of unit pavers, stone, or other high-quality materials, outdoor landscape lighting, plantings, and other similar landscape features.
2. A minimum of five (5) acres of open space shall be constructed as part of the initial phase of development within the MU Zone.
3. Any off-leash dog park area shall be confined by a fence with a minimum height of five (5) feet.
4. Developer should provide a fifty (50) foot visual buffering between Plainfield Avenue and the portion of development in Block 4102 that is adjacent to Plainfield Avenue.

**I. General Development Requirements.**

1. One (1) or more permitted use may be located in one (1) building or lot. More than one (1) building or structure is permitted on any given lot.
2. Subdivisions of the overall development tract comprising the MU Zone shall be permitted in phases.
3. The gross floor area of all buildings, excluding parking decks/structured parking facilities, in the MU Zone shall not exceed a total of two million two hundred fifty thousand (2,250,000) square feet of gross floor area and an additional one million five hundred thousand (1,500,000) square feet of gross floor area to accommodate six hundred (600) multifamily units described in Section 6.3.5.1.F.2 and permitted non-residential uses under Section 6.3.5.1.C.1.
4. All accessory uses, buildings and structures located within one hundred twenty-five (125) feet of the MU Zone boundary line shall be constructed to the same level of architectural design and use of building materials on all elevations as the principal permitted uses and buildings.

**J. Bulk Requirements.**

1. MU Zone.

**TOWNSHIP OF BERKELEY HEIGHTS  
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- a. All requirements set forth in this Section 6.3.5.1 shall be calculated based on the entire land area included within the MU Zone, regardless of any existing or future subdivisions or tax lots.
  - b. Maximum building height (eastern side of Plainfield Avenue):
    - i. One hundred fifty (150) feet.
    - i. Maximum impervious coverage: Seventy-five (75) percent.
    - ii. Setbacks: all principal and accessory uses, buildings and structures, with the exception of any passive recreation trails and walkways, within the MU Zone shall be setback a minimum of seventy-five (75) feet from the boundary of the MU Zone along Plainfield Avenue and a minimum of fifty (50) feet from all other boundaries of the MU Zone.
2. MU Overlay Zone (western side of Plainfield Avenue).
- a. Minimum Lot Area: One (1) acre.
  - b. Maximum Building Height – Principal Uses: 4 stories and 55 feet. The building height shall be measured along the average elevation of the finished lot grade along the front yard building setback to the highest point of roof line of the top story in the case of a flat roof, to the deck line of a mansard roof, and to the average height between the plate and ridge of a gable, hip, or gambrel roof, excluding head houses, elevator shafts, elevator tanks, chimneys, dish antennae and the like.
  - c. Maximum Building Heights – Accessory Uses: 2 stories and 36 feet.
  - d. Maximum impervious coverage: Seventy-five (75) percent.
  - e. Setbacks: all principal and accessory uses, buildings and structures, except for any passive recreation trails and walkways, within the MU Overlay Zone shall be set back a minimum of forty (40) feet from all boundary lines of the MU Overlay Zone.

**K. Parking Requirements.**

1. Requirements by Use: Notwithstanding the requirements set forth in Section 11.1.2, the following shall be the parking requirements applicable to all uses permitted within the MU Zone.
  - a. Office, Research, and Development: One (1) space per four hundred (400) square feet of gross floor area.
  - b. All other permitted principal non-residential land uses: One (1) space per three hundred (300) square feet of gross floor area, except that any portion of a retail use that is occupied by an automated storage and retrieval system for retail goods shall be subject to a requirement of one (1) space per one thousand (1,000) square feet of gross floor area.
  - c. Multifamily residential dwellings shall be parked consistently with the requirements of the Residential Site Improvement Standards.
  - d. All obligations may be reduced by up to 10% with the inclusion of the required make-ready electrical vehicle parking spaces in the proposed project, consistent with N.J.S.A. 40:55D-66.20.

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- e. In the MU Overlay Zone, multifamily and townhouses shall provide 1.7 parking spaces per unit. Off-street parking spaces shall be prohibited within the front yard setback.
  - f. Any residential development within the MU Overlay Zone shall include pedestrian walkway connections to the MU Zone as approved by the Planning Board.
2. Shared parking is strongly encouraged within the MU Zone in order to maximize the efficiency of parking facilities. The cumulative parking requirements for all land uses within the MU Zone may be reduced if it can be demonstrated that the peak usage of multiple land uses occur at different times. In order to obtain approval for a reduction of the cumulative parking requirement based on shared parking principles, a Shared Parking Plan prepared by a licensed engineer or planner shall be submitted to the Township Engineer and Planner for administrative review and approval. The Shared Parking Plan shall be based on a shared parking model published by the Institute of Transportation Engineers (ITE), the Urban Land Institute (ULI), or other widely accepted industry model.
- L. Signs. Notwithstanding anything to the contrary in Part 5 of this Municipal Land Use Procedures Ordinance:
- 1. A total of four (4) monument signs shall be permitted within the MU Zone, consisting of three (3) along Plainfield Avenue; one (1) at the entrance to the flyover ramp; one (1) at Connell Drive; and one (1) at the entry to any development within Block 4101 on three (3) or more contiguous parcels and one (1) along Oak Way, subject to the following requirements:
    - a. The total area of a monument sign shall not exceed one hundred (100) square feet (each face), inclusive of its base.
    - b. The maximum height of a monument sign shall not exceed ten (10) feet, inclusive of its base.
    - c. The monument sign may contain panels for individual retail tenants which shall have a maximum letter height of twelve (12) inches. The materials and color for the individual tenant panels shall be uniform in color and consistent with the overall design of the monument sign.
    - d. All monument signs shall be set back at least ten (10) feet from the MU Zone boundary.
    - e. All monument signs shall have an attractive base with decorative landscaping.
    - f. All monument signs shall be externally illuminated.
  - 2. Wall signs shall be permitted on each building facade facing a parking area or internal roadway, subject to the following requirements:
    - a. Permitted signage area for the existing hotel use within the MU Zone shall be as follows:
      - i. Maximum signage area on the west elevation of a building shall be 1,450.6 square feet;

**TOWNSHIP OF BERKELEY HEIGHTS  
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- ii. Maximum signage area on a south area of a building shall be 341.4 square feet;
    - iii. Maximum total signage area shall be 2,620.8 square feet.
  - b. No tenant shall be permitted more than one (1) wall sign on a single building façade. No more than two (2) wall signs are permitted per tenant.
  - c. The total area of a wall sign for any retail tenant renting less than twenty thousand (20,000) square feet shall not exceed forty eight (48) square feet.
  - d. The total area of a wall sign for any retail tenant renting twenty thousand (20,000) square feet or more shall not exceed one hundred twenty (120) square feet.
  - e. Any building with multiple tenants shall be required to submit a sign plan indicating the location and size of all wall signs, if (1) any individual sign exceeds the terms of this subsection, or (2) of the total signage area proposed exceeds two hundred (200) square feet.
  - f. Wall signs shall be halo-illuminated (back-lit channel letters) or externally illuminated.
  - g. Wall signs shall be permitted on the top story of buildings. However, no roof-mounted signage is permitted.
3. Each tenant shall be permitted one (1) window sign, subject to the following requirements:
- a. Maximum number: One (1) sign per tenant.
  - b. Maximum area: Twenty-five (25) percent of the area of the window on which the sign is located.
  - c. Illumination: not permitted.
  - d. A window sign shall only pertain to the establishment occupying the portion of the premises where the window is located.
  - e. Window signs shall be consistent in color and design as other signs for the same tenant.
4. Each tenant shall be permitted one (1) vertical or horizontal blade sign.
- a. A blade sign shall not exceed six (6) square feet in area (each face).
  - b. Blade signs shall be halo-illuminated (back-lit channel letters) or externally illuminated.
5. Artistic murals that do not promote the goods and/or services of an owner, tenant or vendor are permitted and shall not be deemed "signs" within the meaning of this Municipal Land Use Procedures Ordinance and shall be subject to review and approval by the Planning Board.
6. One (1) freestanding pole-mounted sign oriented to Interstate seventy eight (78) shall be permitted within the MU Zone.
- a. Maximum area: Five hundred twenty-five (525) feet (each face).

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

- b. Maximum height: One hundred ten (110) feet.
- 7. A comprehensive directional and wayfinding signage program for the entire MU Zone shall be permitted to orient visitors to specific uses. Such signage may include individual branding for uses located within the MU Zone. The directional and wayfinding signage program shall be subject to review by the Planning Board.
- M. Part 19 of this Municipal Land Use Procedures Ordinance shall not apply to development within the MU Zone.
- N. All development within the MU Zone which commences after the effective date of this Ordinance shall be required to comply with the terms of Chapter 13.12 of the municipal code relative to the Township's Sewer Service System. A Developer's Agreement shall be entered into as part of any development application relative to projects in the MU Zone and shall satisfy the requirements of an End User Sewer Agreement and address any off-site improvements and any public on-site improvements determined to be necessary to accommodate the proposed development in the MU Zone and the MU Overlay Zone, which shall be the responsibility of the Developer.
- O. The amendments to the MU Zone shall not apply to site plan approvals received prior to the adoption of this amendment.

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

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

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

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

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

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

\_\_\_\_\_  
Angie Devanney, Mayor

Introduction						Councilperson	Final Adoption					
Moved	Sec.	Aye	Nay	Abs.	NP		Moved	Sec.	Aye	Nay	Abs.	NP
	X	X				<b>John Foster</b>						
		X				<b>Margaret Illis</b>						
		X				<b>Bill Machado</b>						
		X				<b>Alvaro Medeiros</b>						
		X				<b>Andrew Moran</b>						
X		X				<b>Susan Poage</b>						
Introduced:  March 3, 2026						I hereby certify the above ordinance was adopted by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey on the aforementioned date.						
Final Adoption:  March 16, 2026												_____ Angela Lazzari, Township Clerk

**TOWNSHIP OF BERKELEY HEIGHTS**

**NOTICE OF INTRODUCTION  
ORDINANCE 2026-02**

PUBLIC NOTICE is hereby given that the Ordinance entitled

**AMENDMENTS TO THE MIXED USE (MU) ZONE AND ESTABLISHING THE MIXED USE (MU)  
OVERLAY ZONE**

was introduced and passed on First Reading at the Regular Meeting of the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, held on **March 3, 2026 at 6:30 p.m.** The within Ordinance will be further considered for Final Passage, after public hearing thereon, at the Regular Meeting of the Township Council to be held in the Council Chamber at the Berkeley Heights Municipal Complex, 29 Park Avenue, Berkeley Heights, NJ, on **March 16, 2026 at 6:30 p.m.**, or as soon thereafter, as said matter can be reached. At which time and place, all persons who are interested therein will be given an opportunity to be heard and ask questions concerning the same.

During the week prior to and up to the time of Public Hearing, copies of said Ordinance will be available at no cost in the Municipal Clerk's office in said Municipal Complex, 29 Park Avenue, Berkeley Heights, NJ 07974, and to the members of the general public who shall request the same.

**Angela Lazzari  
Township Clerk**

**TOWNSHIP OF BERKELEY HEIGHTS**

**NOTICE OF FINAL ADOPTION**

**ORDINANCE 2026-02**

**AMENDMENTS TO THE MIXED USE (MU) ZONE AND ESTABLISHING THE MIXED USE (MU)  
OVERLAY ZONE**

I, Angela Lazzari, Township Clerk of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby certify that the above titled Ordinance was adopted on Final Passage by the Township Council of the Township of Berkeley Heights at its meeting held on March 16, 2026.

**Angela Lazzari, RMC  
Township Clerk**