SURENIAN, EDWARDS, BUZAK & NOLAN LLC

Jeffrey R. Surenian, Esq. ▲
Email – JRS@Surenian.com

Michael J. Edwards, Esq. ►
Email - MJE@Surenian.com

Edward J. Buzak, Esq.▼
Email – EJB@Surenian.com

Erik C. Nolan, Esq.
Email – EN@Surenian.com

Of Counsel:
Michael C. Borneo, Esq.◄
Email - MCB@Surenian.com

Also admitted:
◄ CA ▼DC ▲PA ■MA ►NY

A Limited Liability Company
Counselors at Law
311 Broadway, Suite A
Point Pleasant Beach, New Jersey 08742
Phone: (732) 612-3100
Fax: (732) 612-3101
www.Surenian.com

North Jersey location:
150 River Road, Suite N-4
Montville, NJ 07045
Phone: (973) 335-0600
Fax: (973) 335-1145

Keli L. Gallo, Esq.►
Email - KLG@Surenian.com

Susan L. Crawford, Esq.▲■
Email - SLC@Surenian.com

Nancy L. Holm, Esq. ▲
Email - NLH@Surenian.com

Jacquelin P. Gioioso, Esq.
Email - JPG@Surenian.com

William E. Olson, Esq.
Email - WEO@Surenian.com

June 24, 2025

VIA ECOURTS
Honorable Thomas C. Miller, A.J.S.C. (ret.)
Program Chair
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 37
Trenton, New Jersey 087625-00373

RE: In the Matter of the Application of the Township of Millstone
Docket No.: MON-L-189-25

Dear Judge Miller:

This firm represents the Township of Millstone as affordable housing counsel. The Planning Board adopted the attached Housing Element and Fair Share Plan ("Plan") at its meeting June 24, 2025. In accordance with the Fair Housing Act, as amended in March, we are submitting the adopted Plan along with the accompanying resolution. Additionally, the Township Council also adopted a resolution endorsing the duly adopted plan on June 24, 2025. Enclosed please a copy attached hereto.

Respectfully submitted,

Jeffrey R. Surenian

Jeffrey R. Surenian

cc: All attorneys of record *(via ecourts)*

RESOLUTION PB2025-09

RESOLUTION ADOPTING THE 2025 FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

TOWNSHIP OF MILLSTONE, MONMOUTH COUNTY, NEW JERSEY

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, establishing a new framework for determining and enforcing municipalities' affordable housing obligations under the New Jersey Supreme Court's Mount Laurel doctrine and the New Jersey Fair Housing Act (the "FHA") (N.J.S.A. 52:27D-301 *et al.*); and

WHEREAS, pursuant to N.J.S.A. 52:27D-304.1(f)(1)(b), each municipality must adopt a binding resolution no later than January 31, 2025 determining its present and prospective fair share obligation for the Fourth Round; and

WHEREAS, pursuant to Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024, "[a] municipality seeking a certification of compliance with the [Fair Housing Act] shall file an action in the form of a declaratory judgment complaint and Civil Case Information Statement (Civil CIS) in the county in which the municipality is located" within 48 hours of adopting the municipal resolution of fair share obligations; and

WHEREAS, the Township of Millstone (the "Township") adopted a binding resolution Number 14-62 in January 2025 identifying its present and prospective fair share obligation for the Fourth Round; and

WHEREAS, the Township filed a Declaratory Judgement in January 2025 identifying its present and prospective fair share obligation for the Fourth Round and committing to adopting and submitting a fourth round housing element and fair share plan as required by the FHA; and

WHEREAS, the FHA now requires, among other actions, that municipalities submit an adopted housing element in fair share plan on or before June 30, 2025; and

WHEREAS, on April 1, 2025, the Hon. Linda Grasso Jones J.S.C. issued an order finding in favor of the Township's identified affordable housing obligation and authorizing the Township to proceed with preparation and adoption of a fourth round housing plan by June 30, 2025; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board of the Township of Millstone (the "Board") held a public hearing on the 2025 Fourth Round Housing Plan Element and Fair Share Plan on June 24, 2025 during which the document was presented to the public and Board, and opportunity for comments and questions were provided; and

WHEREAS, upon the conclusion of the public hearing, the Board determined that the proposed 2025 Fourth Round Housing Plan Element and Fair Share Plan is consistent with the goals and objectives of the Master Plan of the Township of Millstone, will guide the use of lands in the municipality in a manner which protects public health and safety and promotes the general

welfare in accordance with N.J.S.A. 40:55D-28, and is designed to provide access to affordable housing to meet present and prospective housing needs in accordance with N.J.S.A. 52:27D-310;

NOW THEREFORE BE IT RESOLVED, by motion duly made and seconded, that the Planning Board of the Townsip of Millstone, Monmouth County, State of New Jersey, hereby adopts the 2025 Fourth Round Housing Plan Element and Fair Share Plan.

OFFERED BY: Chairman Newman.

SECONDED BY: Ms. Sinha.

ROLL CALL:

YES: Chairman Newman, C/M Ziner, C/W Zabrosky, Mr. Kotby, Mr. Lambros, Mr. Pepe, Ms. Sinha, Mr. Parrino and Mr. Cipriano.

NO: -----

ABSTAIN: -----

ABSENT: Mr. Pado.

I hereby certify that this is a true copy of the resolution adopting the 2025 Fourth Round Housing Plan Element and Fair Share Plan of the Borough of Atlantic Hghlands, Monmouth County, State of New Jersey adopted by the Planning Board of the Borough of Atlantic Highlands at its meeting held on June 24, 2025.

Secretary, Planning Board
Township of Millstone

RESOLUTION NO: 25-140
MEETING DATE: 06-24-2025

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MILLSTONE ENDORSING THE HOUSING ELEMENT AND FAIR SHARE PLAN ADOPTED BY THE MILLSTONE PLANNING BOARD

DM/Morris offered the following Resolution and moved its adoption which was seconded by **C/Davis**.

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act; and

WHEREAS, for ease in reference, this resolution shall refer to the Fair Housing Act as amended as "FHA II"; and

WHEREAS, FHA II established a procedure by which municipalities can secure approval of a Housing Element and Fair Share Plan (HEFSP) into law and secure immunity while it is going through the approval process; and

WHEREAS, the FHA II procedure contemplated that municipalities would adopt a resolution by January 31, 2025 committing to a fair share number and filing a declaratory relief action within 48 hours from adoption of the resolution and then filing a duly adopted HEFSP by June 30, 2025 and filing the adopted plan with the Affordable Housing Dispute Resolution Program (the "Program") within 48 hours from adoption; and

WHEREAS, in accordance with this statutory procedure, the Township adopted a binding resolution by January 31, 2025 committing to a present need and round 4 prospective need based on the standards set forth in the Act and by then filing a declaratory relief action within 48 hours from adoption of the resolution; and

WHEREAS, the Township asked its affordable housing planner, McKinley Mertz P.P., A.I.C.P, LLA of Heyer, Gruel & Associates to prepare a HEFSP to address the Township's affordable housing obligations under FHA II; and

WHEREAS, Ms. Mertz prepared a Housing Element and Fair Share Plan and, on June 24, 2025, the Millstone Township Planning Board adopted the Plan, which is attached hereto as Exhibit A; and

WHEREAS, in accordance with the procedure established by FHA II, the Township's affordable housing counsel will file the duly adopted HEFSP with the Program within 48 hours from adoption; and

WHEREAS, the Township Committee now wishes to endorse the Housing Element and Fair Share Plan adopted by the Millstone Planning Board and seek approval of the HEFSP by the Program and Court.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Millstone, County of Monmouth, State of New Jersey, as follows:

1. The Township Committee hereby endorses the HEFSP previously adopted by the Millstone Planning Board and attached hereto.

2. The Township Committee hereby directs the Township's Affordable Housing Counsel to (a) file this resolution with the Program, along with any additional documents the professionals deem necessary or desirable; and (b) seek a Compliance Certification from the Program or Vicinage area judge as may be appropriate formally approving the Plan.

3. The Township reserves the right to further amend the HEFSP attached hereto, should that be necessary.

ROLL CALL:

AYES: **DM/Morris, C/Davis, M/Ferro**
NAYS: **None**
ABSTAIN: **None**
ABSENT: **C/Zabrosky, C/Ziner**

I HEREBY CERTIFY the foregoing to be a true copy of the Resolution adopted by the Township Committee of the Township of Millstone on June 24, 2025.

Kathleen Hart, RMC
Municipal Clerk

FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

Millstone Township

Monmouth County, New Jersey

June 12, 2025

Adopted by the Planning Board on June 24, 2025

Prepared By:

Heyer, Gruel & Associates
Community Planning Consultants
236 Broad Street, Red Bank, NJ 07701
(732) 741-2900

FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

Millstone Township

Monmouth County, New Jersey

June 12, 2025

Prepared By:

Heyer, Gruel & Associates
Community Planning Consultants
236 Broad Street, Red Bank, NJ 07701
(732) 741-2900

The original of this report was signed and
sealed in accordance with N.J.S.A. 45:14A-12

M. McKinley Mertz, AICP, PP #6368

Managing Partners

Susan S. Gruel, P.P. #1955

Fred Heyer, AICP, P.P. #3581

Table of Contents

EXECUTIVE SUMMARY 5
INTRODUCTION 6
First and Second Rounds 7
Third Round 7
Fourth Round 9
MILLSTONE TOWNSHIP'S HISTORY OF AFFORDABLE HOUSING 10
PLANNING FOR AFFORDABLE HOUSING 12
PART 1: HOUSING ELEMENT 14
DEMOGRAPHIC CHARACTERISTICS 14
Population 14
Population Composition by Age 15
Households 16
Income 18
Poverty Status 19
Household Costs 20
EXISTING HOUSING CONDITIONS 21
Housing Unit Data 21
Housing Type and Size 23
Housing Growth and Projections 23
Housing Conditions 27
EMPLOYMENT DATA 28
Employment Status 30
Class of Worker and Occupation 30
Commuting to Work 32
Covered Employment 33
In-Township Establishments and Employees by Industry: 2022 33
PART 2: FAIR SHARE PLAN 36
INTRODUCTION 36
CURRENT STANDARDS 36
REVIEW OF PREVIOUS ROUND COMPLIANCE 36
Prior Round Compliance 1987-1999 37
Third Round Compliance 40
FOURTH ROUND OBLIGATION 45
Addressing Present Need / Rehabilitation Obligation 46
Addressing the Prospective Need 46
Affordable Housing Ordinances 57
Fourth Round Summary 58
USE OF SURPLUS CREDITS 58
STATE PLAN CONFORMANCE 59
MULTIGENERATIONAL FAMILY HOUSING CONTINUITY COMMISSION 61
SPENDING PLAN 62
SUMMARY OF FAIR SHARE COMPLIANCE 63
SUITABILITY ANALYSIS 63

Appendices

Appendix A: 2003 COAH Compliance Report and Resolution Granting Substantive Certification

Appendix B: 2019 Settlement Agreement with Fair Share Housing Center

Appendix C: 2019 Fairness Order and 2020 Final JOR

Appendix D: 2023 Order Approving Amendment to the Settlement Agreement with Fair Share Housing Center and Housing Element and Fair Share Plan

Appendix E: Township Resolution #2025-91 establishing Fourth Round Present and Prospective Need and Complaint Seeking Entry of Declaratory Judgment

Appendix F: 2025 Order Setting Round 4 Present and Prospective Need Obligations

Appendix G: Corrective Deed for 6 Novad Court

Appendix H: CKV Documentation

- 2023 Developers Agreement
- 2024 Amendment to Developers Agreement
- Planning Board Resolution of Approval

Appendix I: Baldacino/Hexa Documentation

- Planning Board Resolution of Preliminary Approval
- Planning Board Resolution of Final Approval

Appendix J: Shu Lee Documentation

- Concept Plan
- Proposed Fiscal
- Tentative Timeline

EXECUTIVE SUMMARY

The following Fourth Round Housing Element and Fair Share Plan has been prepared for the Township of Millstone in Monmouth County in accordance with the Fair Housing Act as most recently amended (P.L.2024, c.2).

Millstone Township is a 37-square-mile community located in the central part of New Jersey in the County of Monmouth. The Township is surrounded by Monroe and East Windsor to the north, Manalapan to the east, Freehold and Jackson to the south, and Roosevelt and Upper Freehold to the west. Millstone was originally named for the Millstone River, which extends through the Township. Primary roadways that travel through the Township include Interstate 195 and State Route 33.

The Township can be characterized as a rural municipality with significant environmental constraints. According to the State Development and Redevelopment Plan (SDRP), the Township is located predominantly in Planning Area 4B Rural Environmentally Sensitive land. The only other planning area present in Millstone is parkland.

According to the 2020 Census, Millstone Township's population was 10,376, which presents a slight decrease of 1.8% from 2010. The Township's median age was 45.6, representing a 7% increase from the median age of 42.6 in 2010. Millstone's average household size in 2020 was 2.93, which was slightly higher than that at the County level (2.55 persons).

The housing stock of the Township is predominantly single-family detached dwelling units. Approximately 85% of the housing stock was built in the last 50 years with nearly 58% having been constructed since 1990. According to the guidelines originally established by COAH, the Township is located in Housing Region 4, a region that consists of Mercer, Monmouth, and Ocean Counties. Based on the 2025 Regional Income Limits (released by the Housing Mortgage and Finance Agency on May 16, 2025), the median income in Region 4 for a four-person household is $134,600, the moderate-income is $107,680, the low-income is $67,300, and the very-low-income level is $40,380.

Affordable housing obligations in New Jersey are divided into "housing rounds," as will be discussed in detail later in this Plan. Each municipality in New Jersey has a constitutional obligation to provide their fair share of the calculated regional need for affordable housing within the respective housing round subject to various possible adjustments. Each municipality has a Present Need and a Prospective Need. The Present Need is also known as the rehab obligation. It represents an estimate of the number of substandard units occupied by low- and moderate-income households as of July 1, 2025. The Prospective Need is a new construction obligation. It includes the sum of the prior round prospective need for Rounds 1 and 2, the prospective need for Round 3 and the prospective need for Round 4. In this regard, the housings rounds are as follows: Prior Round (1987-1999), Third Round (1999-2025), and Fourth Round (2025-2035).

The Township of Millstone has participated in all previous housing rounds. In the Third Round, the Township entered into a Settlement Agreement with Fair Share Housing Center to establish Millstone's Third Round affordable housing obligation. The subsequent compliance efforts were approved by the Court when it entered a Judgement of Compliance and Repose, dated April 28, 2020, formally approving the Township's Housing Element and Fair Share Plan through Round 3 (hereinafter "JOR").

The Township has a fair share of 417 consisting of a rehab number of 7 and a new construction number of 410 which is based on the prospective need from Round 1 through Round 4.

The Township satisfied its new construction obligations for Rounds 1 through 3 as explained below and as evidenced by the JOR entered on April 26, 2020.

The Township has a Fourth Round obligation as follows:

Rehabilitation Share: 7 units

Prospective Need: 98 units

This Plan will summarize how the Township satisfied its prospective need obligations for Rounds 1 through 3. It will also detail how it is satisfying its 7-unit rehab obligation and its 98 new construction obligation as a result of the assignment of a Round 4 prospective need of 98.

INTRODUCTION

In the case of Southern Burlington County NAACP v. the Township of Mount Laurel 67 N.J. 151 (1975), (commonly known as Mount Laurel I), the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to create a realistic opportunity for their fair share of low and moderate income housing. Thus was born what is commonly known as the Mount Laurel doctrine.

In Southern Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158, 456 A.2d 390 (1983), decided on January 20, 1983 (commonly known as Mount Laurel II), the Supreme Court responded to the weak response of municipalities to its ruling in Mount Laurel I. It sought to reinforce the doctrine by making it easier for developers to secure a builder's remedy. A builder's remedy is a court ordered rezoning of the property that is the subject of the suit typically at higher densities with a requirement that a percentage of the units be affordable. The builder's remedy created an incentive to developers to sue non-compliant municipalities and force them to comply. Mount Laurel II also created the Judgment of Repose to incentivize municipalities to comply. A Judgment of Repose protected municipalities from anyone who would sue it and claim entitlement to a builder's remedy or other relief based upon the claim that the municipality was noncompliant.

In the wake of Mount Laurel II, developers sued municipalities seeking builder's remedies. The wave of builder's remedy lawsuits created the impetus for legislation to protect municipalities from builder's

remedies. A decision by Judge Serpentelli, one of three judges appointed by Chief Justice Wilentz to implement Mount Laurel II, increased the need for a legislative cure. More specifically, in 1984, Judge Serpentelli issued the AMG decision which established a formula for any developer to determine the fair share obligation of any municipality.

The pressure of builder's remedy suits, combined with the ease in determining the fair share of any municipality through the AMG formula, culminated in the enactment of the New Jersey Fair Housing Act in 1985. The Fair Housing Act (FHA) is found at N.J.S.A. 52:270-301, et seq. The FHA established the Council on Affordable Housing (COAH) as an administrative alternative to builder's remedy lawsuits and the concomitant jurisdiction of the courts. COAH was given the responsibility of dividing the state into housing regions, determining regional and municipal fair share affordable housing obligations, and adopting regulations that would establish the guidelines and approaches that municipalities may use in addressing their affordable housing need.

In 2008, the Legislature amended the FHA to add requirements for very low-income housing. Very low-income households are those in which the gross household income is 30% or less than the region's median household income. Low-income households are those with incomes no greater than 50% of the region's median household income. Moderate-income households are those with incomes no greater than 80% and no less than 50% of the region's median household income. Each is adjusted for household size and is in relation to the median gross income of the housing region in which the municipality is located.

FIRST AND SECOND ROUNDS

The First and Second Rounds under COAH are collectively referred to as the "Prior Round." The Prior Round obligation is the cumulative 1987-1999 fair share obligation. The First Round consists of the six-year period between 1987 and 1993 for which COAH first established a formula for determining municipal affordable housing obligations (N.J.A.C. 5:92-1 *et seq.*). Then in 1994, COAH established amended regulations (N.J.A.C. 5:93-1.1 *et seq.*) and produced additional municipal affordable housing obligations for the years 1993 to 1999. This second round of obligations is known as the Second Round. When COAH adopted regulations for Round 2, it made the Round 1 and 2 obligations cumulative for both periods.

THIRD ROUND

Housing rounds were originally established by the Fair Housing Act as six-year periods, but in 2001 the Legislature extended the rounds to 10-year periods. This should have meant that the Third Round ran from 1999 to 2009. However, COAH didn't establish new rules for the Third Round until the end of 2004 (N.J.A.C. 5:94-1 and 95-1 *et seq.*). The Third Round time period was therefore extended to 2014. The Third Round rules established a new method for calculating a municipality's affordable housing obligation, known as "growth share." This method required municipalities to project future residential and non-residential development and then derive their obligation from that growth.

After the New Jersey Appellate Court invalidated several components of the Third Round rules, COAH adopted revised rules in 2008. The Third Round was once again extended to 2018 to provide municipalities with the time to apply the amended rules and establish mechanisms to meet their obligations. The revised third round rules, like the initial third round rules established the obligations based on a growth share approach.

On October 8, 2010, in response to numerous legal challenges to the second iteration of COAH's third round regulations, the Appellate Division ruled that COAH could not allocate obligations through a "growth share" formula and directed COAH to use similar methods to those used in the First and Second Rounds. In this regard, in the first and second rounds, COAH determined the housing region for each municipality, the need for housing in each region and the subject municipality's fair share of the regional need.

COAH proposed third round regulations a third time in 2014 using a formula similar to the ones it had used in the first and second rounds. However, when COAH had a meeting to consider adopting these rules on October 20, 2014, it deadlocked and then failed to make any efforts to break the deadlock.

On March 10, 2015, the New Jersey Supreme Court decided In re Adoption of N.J.A.C. 5:96 & 5:97 by the N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (Mount Laurel IV), wherein it responded to COAH's failure to adopt defensible rules for Round 3. This decision changed the landscape by which municipalities are required to comply with their constitutional obligation to provide their fair share of affordable housing.

The Supreme Court held that since COAH was no longer functioning, trial courts were to resume their role of evaluating municipal compliance with Mount Laurel obligations. The decision also established a transitional process for municipalities to seek temporary immunity and ultimately a Judgment of Compliance and Repose ("JOR") from a court, which was the "judicial equivalent" of Substantive Certification from COAH.

On January 18, 2017, the Supreme Court decided In Re Declaratory Judgment Actions Filed by Various Municipalities, County of Ocean, Pursuant To The Supreme Court's Decision In In re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) ("Mount Laurel IV"), which held that need having accrued during the Gap Period (1999-2015) had to be addressed and was part of the Present Need. The Supreme Court held that there is an obligation with respect to that period for households that came into existence during that gap period that are eligible for affordable housing, that are presently (as of 2015) in need of affordable housing, and that are not already counted in the traditional present need.

As the methodology and obligations from the Gap and Prospective Need had not been fully adjudicated at that time, various trial judges issued opinions on the appropriate methodology and 354 municipalities reportedly settled with Fair Share Housing Center wherein they negotiated the obligations for Round 3.

Municipal obligations were therefore broken down in Round Three Housing Element and Fair Shar Plans as Present Need/Rehabilitation, Prior Round (1987-1999), and Third Round and Gap Period (1999-2015). Municipalities that received their Final Judgement of Compliance and Repose had immunity from builders' remedy lawsuits through the end of the Third Round, June 30, 2025.

FOURTH ROUND

On March 18, 2024, the affordable housing legislation known jointly as Senate Bill S50 and Assembly Bill A4 passed both houses of the legislature. Governor Murphy signed the bill (P.L.2024, c.2) into law on March 20, 2024, establishing a new methodology for determining municipalities' affordable housing obligations for the Fourth Round and beyond. The new legislation, which comprehensively amends the FHA, overhauled the process that municipalities undertake to establish and plan for their constitutionally mandated affordable housing obligation. Most notably, this legislation formally abolished COAH while transferring its functions to the New Jersey Department of Community Affairs (DCA) and Housing Mortgage and Finance Agency (HMFA). As a result, the legislation codified the method for calculating regional and municipal affordable housing needs and returned most of the process from the Courts to state administrative departments.

The amended FHA called on the DCA to issue a non-binding report on the new Present Need Obligation (commonly referred to as the rehab obligation) and the Prospective Need for Round 4 and subsequent rounds. The amended FHA required the DCA to base its analysis of the obligations for each municipality on the standards set forth in the amended FHA. Accordingly, on October 18, 2024, the DCA released a report outlining its calculations of low- and moderate-income obligations for each of the State's municipalities based upon the standards in the amended FHA. The amended FHA gave municipalities until January 31, 2025, to review the obligation reported by the DCA and perform their own analysis of their obligation based on the methodology in the legislation. If any municipality wished to commit to an obligation different from the one reported by the DCA, the amended FHA required the municipality to adopt a resolution by January 31, 2025 committing to the number that it contended was the appropriate obligation. If a municipality wished to commit to the numbers that the DCA reported, the amended FHA required the municipality to adopt a resolution committing to the DCA numbers.

The amended FHA required any municipality that wished to participate in the new process that the Act created to file a declaratory relief action within 48 hours of adopting the resolution committing to the numbers the municipality deemed appropriate.

The amended FHA gave any interested party who wished to oppose the numbers to which any municipality committed to file an Answer by February 28, 2025 which included a particularized objection to the numbers to which the municipality committed.

The amended FHA gave "the Affordable Housing Dispute Resolution Program" until March 31, 2025 to try to resolve any disputes over the fair share numbers to which a municipality committed. The program is a new entity created by the amended FHA. It is staffed with seven current or retired judges and the judges have the authority to use adjudicators to assist it in mediating disputes over the obligations of municipalities in the first instance and over the plans municipalities filed to satisfy their obligations in the second instance.

The amended FHA gives municipalities until June 30, 2025 to file a Housing Element and Fair Share Plan and related documents showing how the municipality will comply with its obligations. The Fourth Round Plans will follow the same general format as they have with certain updates to their requirements dealing with various types of housing and the bonus credit calculation system. Notably, HEFSPs are required to be consistent with the State Development and Redevelopment Plan (SDRP), which has yet to be adopted. (A draft SDRP was released in late 2024). As part of the HEFSP, municipalities shall include an assessment of the degree to which the municipality has met its fair share obligation from the prior rounds of affordable housing (i.e. First, Second, and Third Rounds).

MILLSTONE TOWNSHIP'S HISTORY OF AFFORDABLE HOUSING

Millstone Township has a long history of voluntary compliance. The Township secured First Round certification on December 7, 1987. Millstone participated in the Second Round and petitioned COAH for substantive certification on March 20, 1995. The Township secured certification of its Housing Element and Fair Share Plan for Rounds 1 and 2 on October 1, 2003 (Appendix A).

Millstone continued to seek substantive certification from COAH in Round 3, adopting a Round 3 Housing Element and Fair Share Plan in December 2008 ("2008 Plan"). The Township petitioned COAH for substantive certification on December 30, 2008 of a Round 3 plan. COAH deemed Millstone's petition complete on March 27, 2009. The Township, however, did not receive substantive certification for the Third Round as various Third Round regulations were invalidated by the Appellate Division on October 10, 2010.

When the Supreme Court created a new procedure in 2015 for municipalities to secure approval of their Housing Element and Fair Share Plans in Mount Laurel IV, Millstone took advantage of the new procedure. The Township filed a Declaratory Judgment action on July 2, 2015. The Township secured an Order protecting the Township from all exclusionary zoning lawsuits while it pursued approval of its new Third Round Housing Element and Fair Share Plan, prepared under the direction of the Court and the Court appointed "Special Master," Michael P. Bolan, PP, AICP.

Due to the uncertainty at the time of the appropriate manner by which to calculate municipal obligations throughout New Jersey during the 2015-2025 Third Round period, the Township and the Fair Share Housing Center ("FSHC") agreed that a settlement was in the best interest of the Township and its residents. Under the supervision of the Court Master, the Township and its professionals entered into negotiations with

representatives of FSHC to settle the Township's Declaratory Judgment action and seek Court-approval for an accepted fair share obligation for the Township.

The Township also entered into negotiations with Showplace Farms, LLC regarding their property at Block 23 Lot 8 on the Township's Official Tax Map. The Township executed a settlement agreement with FSHC and Showplace Farms, LLC on September 5, 2019 (Appendix B). A Fairness Hearing was held on October 22, 2019 and in an Order dated November 12, 2019 (Appendix C) the Court approved the settlement agreement, and determined it to be "fair, reasonable, and adequately protects the interests of very low, low-, and moderate-income households." A Third Round Housing Element and Fair Share Plan (HEFSP) was prepared in accordance with the Court-approved settlement agreement and adopted by the Planning Board on January 29, 2020.

A Final Compliance Hearing was conducted on April 7, 2020 and a Judgement of Compliance and Repose (JOR) was entered on April 28, 2020 (Appendix C). The Township obtained from the Court an affirmative declaration of compliance regarding all aspects of its affordable housing obligation.

Subsequent to the Township receiving a JOR for its Round 3 Plan in 2020, the Affordable Housing Alliance, Inc. (AHA), who is the owner and operator of several 100% affordable developments within Millstone, requested changes to the Court-approved settlement agreement and the approved HEFSP. The requested changes were in relation to the proposed 100% affordable development, known as "CKV" and located at 27 Burnt Tavern Road, to increase the unit count from 49 units to 66 units. Inclusion of the increased density in a HEFSP qualified the development for additional funding opportunities. An amended HEFSP was adopted by the Planning Board on June 14, 2023, followed by an amended settlement agreement with FSHC, which was executed on July 7, 2023. In an Order dated July 31, 2023, the Court approved the amended settlement agreement and HEFSP (Appendix D).

As New Jersey enters the Fourth Round of affordable housing, Millstone Township continues to take proactive steps to satisfy its affordable housing obligation. On January 15, 2025, in accordance with the requirements established by the amended FHA and described above, the Township adopted Resolution #2025-91 (Appendix E) establishing its Fourth Round Present and Prospective Need obligations of 7 and 98, respectively. These numbers are identical to those calculated by the DCA in their October 18, 2024 report.

Subsequently, in accordance with the standards established by the amended FHA and described above, the Township filed a Complaint (Docket No. MON-L-000189-25) seeking the entry of a declaratory judgment (Appendix E) to (1) secure the jurisdiction of the Dispute Resolution Program, (2) have the Dispute Resolution Program and the Court approve the Township's Present and Prospective affordable housing obligations as set forth in Resolution 2025-91, (3) have the Dispute Resolution Program and the Court approve the HEFSP, to be adopted by the Planning Board and endorsed by the Township Committee and

issue a conditional or unconditional "Compliance Certification" or similar declaration, (4) have the Dispute Resolution Program and the Court confirm Millstone's immunity from all exclusionary zoning litigation, including builder's remedy lawsuits, for the duration of the Fourth Round, and (5) have the Dispute Resolution Program and the Court take such other actions and grant such other relief as may be appropriate to ensure that the Township receives and obtains all protections as afforded to it for compliance, including without limitation, all immunities and presumptions of validity necessary to satisfy its affordable housing obligations.

On April 1, 2025, the Court issued an order fixing the Township's Present Need obligation at 7 units and the Prospective Need at 98 units (Appendix F). Given the very tight timeframe the Fair Housing Act and Directive 14-24 requires, on April 9, 2025 the Township filed a motion to extend the time to file the Housing Element and Fair Share Plan. On May 1, 2025, the Court issued an order denying the request for a time extension. This Fourth Round HEFSP, therefore, has been completed and will be submitted the Program prior to the June 30, 2025 deadline. The Plan sets forth mechanisms to address the Township's affordable housing obligations and has been prepared in accordance with the Fair Housing Act as most recently amended (P.L.2024, c.2).

PLANNING FOR AFFORDABLE HOUSING

Pursuant to both the FHA (N.J.S.A. 52:27D-310, et seq.) and the Municipal Land Use Law (MLUL) (N.J.S.A. 40:55D-28), municipalities in New Jersey are required to include a housing element in their master plans. The principal purpose of the housing element is to describe the specific, intended methods that a municipality plans to use in order to address its fair share of the need for low- and moderate-income housing. Further, the housing element is meant to demonstrate the existing zoning or planned zoning changes that will allow for the provision of adequate capacity to accommodate household and employment growth projections, to achieve the goal of access to affordable housing for present and future populations. The statutorily required contents of the housing element are:

a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate-income households and substandard housing capable of being rehabilitated;

b. A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;

c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;

d. An analysis of the existing and probable future employment characteristics of the municipality;

e. A determination of the municipality's present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low- and moderate-income housing, as established pursuant to section 3 of P.L.2024, c.2 (C.52:27D-304.1);

f. A consideration of the lands that are most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing;

g. An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of section 1 of P.L.2021, c.273 (C.52:27D-329.20);

h. For a municipality located within the jurisdiction of the Highlands Water Protection and Planning Council, established pursuant to section 4 of P.L.2004, c.120 (C.13:20-4), an analysis of compliance of the housing element with the Highlands Regional Master Plan of lands in the Highlands Preservation Area, and lands in the Highlands Planning Area for Highlands conforming municipalities. This analysis shall include consideration of the municipality's most recent Highlands Municipal Build Out Report, consideration of opportunities for redevelopment of existing developed lands into inclusionary or 100 percent affordable housing, or both, and opportunities for 100 percent affordable housing in both the Highlands Planning Area and Highlands Preservation Area that are consistent with the Highlands regional master plan; and

i. An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

PART 1: HOUSING ELEMENT

DEMOGRAPHIC CHARACTERISTICS

Population

Table 1 below depicts the population trends experienced in Millstone Township, Monmouth County, and the State of New Jersey in the 93-year period between 1930 and 2023. Over the 93-year period for which population data was reviewed, the Township has grown by 625.1%. Proportionally speaking, the Township's most significant period of growth occurred in the decade between 1990 and 2000 when the Township saw a 77% increase in its population. During this time the Township was seeing an influx of subdivisions as larger farms were redeveloping as residential.

Since the mid-2000s, Millstone has seen peaks in its population in association with the development of more affordable housing units. The Township is on track to have over 180 units of affordable housing within its boundaries.

The County and State have both experienced growth over the last 93 years with significant increases during the 1950s. While population growth has been steady during this time period in Monmouth County and the State of New Jersey as a whole, the Township's overall growth (625.1%) has proportionally exceeded that of the County (337.2%) and State (129.3%).

Table 1: Population Trends, 1930-2023
Millstone Township, Monmouth County, and New Jersey

Year	Millstone Township			Monmouth County			New Jersey		
	Population	Change		Population	Change		Population	Change	
		Number	Percent		Number	Percent		Number	Percent
1930	1,428	-	-	147,209	-	-	4,041,334	-	-
1940	1,466	38	2.7%	161,238	14,029	9.5%	4,160,165	118,831	2.9%
1950	2,100	634	43.2%	225,327	64,089	39.7%	4,835,329	675,164	16.2%
1960	2,550	450	21.4%	334,401	109,074	48.4%	6,066,782	1,231,453	25.5%
1970	2,535	-15	-0.6%	461,849	127,448	38.1%	7,171,112	1,104,330	18.2%
1980	3,926	1,391	54.9%	503,173	41,324	8.9%	7,365,011	193,899	2.7%
1990	5,069	1,143	29.1%	553,124	49,951	9.9%	7,730,188	365,177	5.0%
2000	8,970	3,901	77.0%	615,301	62,177	11.2%	8,414,350	684,162	8.9%
2010	10,566	1,596	17.8%	630,380	15,079	2.5%	8,791,894	377,544	4.5%
2020	10,376	-190	-1.8%	643,615	13,235	2.1%	9,288,994	497,100	5.7%
2023	10,354	-22	-0.2%	643,615	0	0.0%	9,267,014	-21,980	-0.2%
Total Change	**-**	**8,926**	**625.1%**	**-**	**496,406**	**337.2%**	**-**	**5,225,680**	**129.3%**

Source: 1930-2020 U.S. Decennial Census; 2017-2022 American Community Survey 5-Year Estimates

Population Composition by Age

The median age of the residents in Millstone Township in 2020 was 45.6 years, which shows a 7% increase from the 2010 median age of 42.6 years. Analysis of age group characteristics provides insight into the actual changes in population. This comparison is helpful in determining the impact these changes have on housing needs, community facilities, and services for the municipality. As detailed in Table 2 below, the entire composition of Millstone Township experienced notable shifts in the years between 2010 and 2020. The most significant shift occurred in the population aged 55 and over, which collectively saw a 1,305-person (123%) increase. Simultaneously, the Township experienced significant decreases in its population under 14 years old (-35.8% combined) and between the ages 35 to 54 (-61.7% combined). This data suggests that a larger portion of the Township's residents are transitioning into the senior citizen age range, which will require the Township to consider planning tools and approaches that encourage aging-in-place.

Table 2: Population by Age, 2010 to 2020
Millstone Township

Population	2010		2020		Change (2010 to 2020)	
	Number	Percent	Number	Percent	Number	Percent
Under 5 years	449	4.2%	431	4.2%	-18	-4.0%
5 to 14	1,865	17.7%	1272	12.3%	-593	-31.8%
15 to 24	1,464	13.9%	1,585	15.3%	121	8.3%
25 to 34	569	5.4%	802	7.7%	233	40.9%
35 to 44	1,418	13.4%	1034	10.0%	-384	-27.1%
45 to 54	2,496	23.6%	1633	15.7%	-863	-34.6%
55 to 64	1,454	13.8%	2,060	19.9%	606	41.7%
65 and over	860	8.1%	1,559	15.0%	699	81.3%
Total population	**10,566**	**100.00%**	**10,376**	**100.00%**	**-190**	**-1.8%**
Median Age	**42.6**		**45.6**		**3**	**7.0%**

Source: U.S. Decennial Census, 2010 and 2020

Monmouth County experienced population fluctuation as well. The County also saw the greatest increase of roughly 47.5% in its population aged 55 and over. The County experienced rather significant decreases in its population aged 14 and below (27.5%) as well as those aged 35 to 54 (32.2%), directly mirroring shifting age trends occurring in the Township. This data is displayed in Table 3 below.

Table 3: Population by Age, 2010 to 2020 Monmouth County						
Population	2010		2020		Change (2010 to 2020)	
	Number	Percent	Number	Percent	Number	Percent
Under 5 years	34,755	5.5%	29562	4.6%	-5,193	-14.9%
5 to 14	86,679	13.8%	75723	11.8%	-10,956	-12.6%
15 to 24	78,319	12.4%	79,817	12.4%	1,498	1.9%
25 to 34	64,860	10.3%	72466	11.3%	7,606	11.7%
35 to 44	86,499	13.7%	75,549	11.7%	-10,950	-12.7%
45 to 54	110,979	17.6%	89310	13.9%	-21,669	-19.5%
55 to 64	81,688	13.0%	102,374	15.9%	20,686	25.3%
65 and over	86,691	13.8%	105,932	16.5%	19,241	22.2%
Total population	**630,380**	**100.0%**	**643,615**	**100.0%**	**13,235**	**2.1%**
Median Age	**41.3**		**43.5**		**2.2**	**5.3%**

Source: U.S. Decennial Census, 2010 and 2020

Households

A household is defined as one or more persons, either related or not, living together in a housing unit. In 2020 there was a total of 3,324 households in Millstone Township. The majority of households comprised two to four people with two-person households as the most common household size at both the Township (30.3%) and County (31.1%) levels. The average household size of the Township in 2020 was 2.93, which was slightly higher than that of the County's average of 2.55.

Table 4: Household Size of Occupied Housing Units, 2020 Millstone Township and Monmouth County				
	Millstone Township		Monmouth County	
	Number	Percent	Number	Percent
1-person household	367	11.0%	63,104	25.8%
2-person household	1,008	30.3%	76,177	31.1%
3-person household	690	20.8%	40,092	16.4%
4-person household	747	22.5%	39,421	16.1%
5-person household	325	9.8%	17,126	7.0%
6-person household	127	3.8%	5,795	2.4%
7-or-more-person household	60	1.8%	2,915	1.2%
Total Households	**3,324**	100.0%	**244,630**	100.0%
Average Household Size	**2.93**		**2.55**	

Source: US Decennial Census, 2020

According to the American Community Survey, family households are defined as two or more persons living in the same household, related by birth, marriage, or adoption. As shown in Table 5, most (85.1%) of all households in the Township in 2020 were categorized as family households. Approximately 28.7% of the married-couple families within the Township had children under the age of 18.

In providing more detail on American households, the American Community includes the sub-groups of non-traditional households, including "Other Family" and "Non-Family" households. "Other Family"

households accounted for 10.2% of all households, broken down into 3.4% female householders with no spouse or partner present and 6.8% male householders with no spouse or partner present. “Non-Family” households are defined as those that consist of a householder living alone or sharing the home exclusively with people to whom he/she is not related. Non-family households comprised approximately 13.8% of all households in the Township.

Table 5: Household Size and Type, 2023
Millstone Township

	Total	Percent
Total Households	**3,576**	**100.0%**
Family Households	**3,043**	**85.1%**
Married couple family	2,678	74.9%
With children	1,028	28.7%
Without children	1,650	46.1%
Other Family	365	10.2%
Male householder, no spouse	243	6.8%
With children	102	2.9%
Without children	141	3.9%
Female householder, no spouse	122	3.4%
With children	30	0.8%
Without children	92	2.6%
Nonfamily household	**492**	**13.8%**
Male householder	197	5.5%
Living alone	163	4.6%
Not living alone	34	1.0%
With children	0	0.0%
Female householder	295	8.2%
Living alone	205	5.7%
Not living alone	90	2.5%
With children	0	0.0%

Source: 2023 American Community Survey 5-Year Estimates

Income

As measured in 2023, Millstone Township had a higher median household income compared to Monmouth County and the State of New Jersey. The median income in Millstone Township was $199,747, in Monmouth County it was $122,727, and at the State level is was $101,050. This data is outlined in Table 6 below. The Township anticipates this condition to shift in the coming years as more affordable housing units come online within Millstone. Specifically, as more developers take advantage of the Round 3 zoning provision that permits municipally sponsored affordable housing in all zones in the Township.

Table 6: Per Capita and Household Income, 2023
Millstone Township, Monmouth County, and New Jersey

	Per Capita Income	Median Household Income
Millstone Township	$83,942	$199,747
Monmouth County	$65,545	$122,727
New Jersey	$53,118	$101,050

Source: 2023 American Community Survey 5-Year Estimates

The following data in Table 7 identifies the household income for both Millstone and Monmouth County. The majority of households in both the Township and County were earning $50,000 or greater in 2023.

Table 7: Household Income, 2023
Millstone Township and Monmouth County

	Millstone Township		Monmouth County	
	Number[1]	Percent	Number[1]	Percent
Less than $10,000	134	3.8%	8,256	3.3%
$10,000 to $14,999	39	1.1%	5,254	2.1%
$15,000 to $24,999	35	1.0%	10,758	4.3%
$25,000 to $34,999	60	1.7%	10,758	4.3%
$35,000 to $49,999	120	3.4%	17,514	7.0%
$50,000 to $74,999	278	7.9%	25,270	10.1%
$75,000 to $99,999	172	4.9%	25,520	10.2%
$100,000 to $149,999	534	15.2%	44,034	17.6%
$150,000 to $199,999	394	11.2%	34,027	13.6%
$200,000 or more	1,747	49.7%	69,304	27.7%
Total Households	**3,516**	**100.0%**	**250,195**	**100.0%**
Median Household Income	**$199,747**		**$122,727**	

Source: 2023 American Community Survey 5-Year Estimates
[1]Due to rounding as the data provided from the ACS is a percentage, the number in each row does not add up with the "total" row.

Poverty Status

Of the 10,354 people in Millstone Township for which poverty status was determined, 300 (2.9%) individuals lived in poverty in 2023; this was lower than the County's poverty rate of 6.4%. Of Millstone Township's population that fell below the poverty level, 96.7% were between the 18 and 64 and only 3.3% were under the age of 18. While the County had a similar poverty rate of those aged 18 to 64, the County's had a much higher rate for children under 18 (23.2%). This data is presented in Table 8 below.

Table 8: Poverty Status, 2023
Millstone Township and Monmouth County

	Millstone Township			Monmouth County		
	Number	**% of Total Persons**	**% of Persons in Poverty**	**Number**	**% of Total Persons**	**% of Persons in Poverty**
Total persons	**10,354**	**100.0%**	**-**	**637,240**	**100.0%**	**-**
Total persons below poverty level	300	2.9%	100.0%	40,958	6.4%	100.0%
Under 18	10	0.1%	3.3%	9,487	1.5%	23.2%
18 to 64	169	1.6%	56.3%	23,232	3.6%	56.7%
65 and over	121	1.2%	40.3%	8,239	1.3%	20.1%

Source: 2023 American Community Survey 5-Year Estimates

Household Costs

Tables 9 and 10 below show the expenditures for housing as a percentage of household income for those who own and rent in Millstone Township and Monmouth County. In 2023 the vast majority of Township residents lived in homes they owned, which was the same at the County level as well. .

Table 9: Selected Monthly Owner Costs as a Percentage of Household Income, 2023 Millstone Township and Monmouth County

	Millstone Township		Monmouth County	
	Number	Percent	Number	Percent
Total Owner-Occupied Housing Units	**3,257**	**100.0%**	**188,578**	**100.0%**
Less than 20.0%	1,751	53.8%	93,167	49.4%
20.0 to 24.9%	488	15.0%	25,780	13.7%
25.0 to 29.9%	123	3.8%	16,946	9.0%
30.0 to 34.9%	96	2.9%	10,722	5.7%
35.0% or more	786	24.1%	40,650	21.6%
Not computed	13	0.4%	1,313	0.7%

Source: 2023 American Community Survey 5-Year Estimates

Table 10: Gross Rent as a Percentage of Household Income, 2023 Millstone Township and Monmouth County

	Millstone Township		Monmouth County	
	Number	Percent	Number	Percent
Total Renter-Occupied Housing Units	**259**	**100.00%**	**61,617**	**100.00%**
Less than 10.0%	0	0.0%	2,113	3.4%
10.0 to 14.9%	31	12.0%	4,993	8.1%
15.0 to 19.9%	45	17.4%	6,970	11.3%
20.0 to 24.9%	126	48.6%	6,927	11.2%
25.0 to 29.9%	19	7.3%	6,419	10.4%
30.0 to 34.9%	0	0.0%	4,751	7.7%
35.0 to 39.9%	0	0.0%	3,057	5.0%
40.0 to 49.9%	13	5.0%	6,163	10.0%
50.0% or more	10	3.9%	16,805	27.3%
Not computed	15	5.8%	3,419	5.5%

Source: 2023 American Community Survey 5-Year Estimates

EXISTING HOUSING CONDITIONS

Housing Unit Data

Millstone Township's housing stock is largely comprised of structures built prior to the year 2000. In 2020, Millstone Township had a total of 3,606 housing units, roughly 90.3% of which were owner-occupied, 7.2% were renter-occupied, and 2.5% were vacant. The Township experienced significant housing construction for four straight decades, between the 1970s and early 2000s, during which approximately 82.4% of the Township's housing structures were constructed. The rate of construction has been slowing since 2010 with only 2.9% of the housing stock constructed during this time period. The median year of construction for the housing stock in Millstone Township is 1992. This data is outlined in Tables 11 and 12 below.

Table 11: Housing Data, 2023
Millstone Township

	Number	% of Total Housing Units	% of Occupied Housing Units
Total Housing Units	**3,606**	**100.0%**	**-**
Occupied Housing Units	3,516	97.5%	100.0%
Owner Occupied	3,257	90.3%	92.6%
Renter Occupied	259	7.2%	7.4%
Vacant Housing Units	90	2.5%	-

Source: 2023 American Community Survey 5-Year Estimates

Table 12: Year Structure Built, 2023
Millstone Township

	Number	Percent
Total Housing Units	**3,606**	**100.00%**
Built 1939 or earlier	131	3.6%
Built 1940 to 1949	0	0.0%
Built 1950 to 1959	178	4.9%
Built 1960 to 1969	189	5.2%
Built 1970 to 1979	576	16.0%
Built 1980 to 1989	418	11.6%
Built 1990 to 1999	1400	38.8%
Built 2000 to 2009	579	16.1%
Built 2010 to 2013	105	2.9%
Built 2014 or later	0	0.0%
Median Year Structure Built	**1992**	

Source: 2023 American Community Survey 5-Year Estimates

According to the 2023 American Community Survey, Millstone Township has a high occupancy rate, with very few of their housing units vacant. Of Millstone's 3,606 housing units, 3,516 (97.5%) were occupied and only 90 (2.5%) were vacant. The majority of all vacant units (91.1%) could be attributed to the "For Sale Only" and "Sold, not occupied" categories, with "For Rent/Rented Not Occupied" making up another 8.9%, This data is represented in Table 13 below.

Table 13: Housing Occupancy, 2020
Millstone Township

	Total	% of Total Housing Units	% of Vacant Housing Units
Total Housing Units	3,606	100.0%	-
Occupied	3,516	97.5%	-
Vacant Housing Units	90	2.5%	100.0%
For Rent/Rented Not Occupied	8	0.2%	8.9%
For Sale Only	26	0.7%	28.9%
Sold, not occupied	56	1.6%	62.2%
For Seasonal, Recreational or Occasional Use	0	0.0%	0.0%
For migrant workers	0	0.0%	0.0%
Other Vacant	0	0.0%	0.0%

Source: 2023 American Community Survey 5-Year Estimates

Housing Type and Size

Single-family detached housing represents nearly the entire Township in terms of housing type, representing 99.4% of the Township's units in accordance with the 2023 American Community Survey. The median number of rooms within housing structures in the Township was 9.0, with approximately 90% of housing units having a minimum of 6 rooms and less than 2% of housing units having 2 or less rooms.

Table 14: Housing Type and Size, 2023
Millstone Township

Units in Structure	Total	Percent
1, detached	3,584	99.4%
1, attached	13	0.4%
2	0	0.0%
3 or 4	0	0.0%
5 to 9	0	0.0%
10 to 19	9	0.2%
20 or more	0	0.0%
Mobile home	0	0.0%
Boat, RV, van, etc.	0	0.0%
Total Housing Units	**3,606**	100.00%
Rooms	**Total**	**Percent**
1 room	0	0.0%
2 rooms	42	1.2%
3 rooms	9	0.2%
4 rooms	67	1.9%
5 rooms	88	2.4%
6 rooms	377	10.5%
7 rooms	413	11.5%
8 rooms	697	19.3%
9 or more rooms	1913	53.1%
Total Housing Units	**3,606**	100.00%
Median number of rooms	9.0	

Source: 2023 American Community Survey 5-Year Estimates

Housing Growth and Projections

In terms of residential growth, the issuance of building permits serves as one of the indicators that help to determine housing needs in a given municipality. Table 15 below illustrates the number of building permits that were issued over the 10-year period between January 2014 through November 2024, when the Township issued building permits authorizing the development of 104 housing units. The vast majority of the permits issued were for single- and two-family homes (91 units), while only 2 permits were issued for mixed-use structures and 11 were issued for multifamily structures. Further, throughout the same 10-year

period, Millstone issued permits authorizing the demolition of 32 units. If the demolition rate were to remain relatively constant over the next approximately 13-year period, an additional 32 residential units could be expected to be demolished between January 2023 and the end of 2035, resulting in a projected net increase of 72 units.

Table 15: Housing Units Authorized by Building Permits, 2014-2024
Millstone Township

Year	1 & 2 Family	Multi Family	Mixed-Use	Total
2014	5	10	0	15
2015	11	0	1	12
2016	18	0	0	18
2017	8	0	0	8
2018	7	1	0	8
2019	13	0	1	14
2020	7	0	0	7
2021	11	0	0	11
2022	4	0	0	4
2023	7	0	0	7
2024	0	0	0	0
Total 2014-2024	**91**	**11**	**2**	**104**
10-Year Average				**10.4**
10-Year Permit Projection (2025-2035)				**104**

Source: State of New Jersey Department of Community Affairs Building Permits: Yearly Summary Data

Table 16: Housing Units Demolished by Building Permits, 2014-2024
Millstone Township

Year	1 & 2 Family	Multi Family	Mixed-Use	Total
2014	7	0	0	7
2015	4	0	0	4
2016	2	0	0	2
2017	2	0	0	2
2018	5	0	0	5
2019	3	0	0	3
2020	7	0	0	7
2021	0	0	0	0
2022	1	0	0	1
2023	1	0	0	1
2024	0	0	0	0
Total 2014-2024	**32**	**0**	**0**	**32**
10-Year Average				**3.2**
10-Year Demolition Projection (2025-2035)				**32**

Source: State of New Jersey Department of Community Affairs Building Permits: Yearly Summary Data

Housing Values and Contract Rents

According to the 2023 American Community Survey, both the Township and the County exhibited owner-occupied housing values predominantly greater than $300,000. This data is outlined in Table 17 below.

Table 17: Value for Owner-Occupied Housing Units, 2023
Millstone Township and Monmouth County

	Millstone Township		Monmouth County	
	Number	**Percent**	**Number**	**Percent**
Total	**3,257**	**100.0%**	**188,578**	**100.0%**
Less than $50,000	57	1.8%	3,202	1.7%
$50,000 to $99,999	34	1.0%	2,703	1.4%
$100,000 to $149,999	0	0.0%	1,760	0.9%
$150,000 to $199,999	22	0.7%	2,797	1.5%
$200,000 to $299,999	55	1.7%	12,780	6.8%
$300,000 to $499,999	579	17.8%	55,119	29.2%
$500,000 to $999,999	2,100	64.5%	88,909	47.1%
$1,00,000 and greater	410	12.6%	21,308	11.3%
Median Value	**$660,000**		**$566,500**	

Source: 2023 American Community Survey 5-Year Estimates

As shown in Table 18 below, it is estimated that 2,113 (64.9%) of owner-occupied units in the Town were financed by a primary mortgage, contract to purchase, or similar debt. Of those units, 69.9% did not have any additional lines of credit associated with the unit, while 26.7% were associated with a home equity loan, 2.9% were associated with a home equity loan without a primary mortgage, and 0.5% were associated with just a second mortgage. There were similar rates for owner-occupied housing units with a mortgage at the County level; more specifically, 64.4 % of such units had a primary mortgage. Of those units in the County tied to a primary mortgage, 82.1% did not have any additional lines of credit associated with the unit, while 12.3% were associated with a home equity loan, 1.3% were associated with a second mortgage, 0.2% were associated with both a second mortgage and a home equity loan, and 2.6% were associated with a home equity loan without a primary mortgage.\

Table 18: Mortgage Status, 2023 Millstone Township and Monmouth County						
	Millstone Township			Monmouth County		
	Number	% of Total Units	% of Mortgage Units	Number	% of Total Units	% of Mortgage Units
Total Owner-Occupied Units	**3,257**	**100.00%**	**-**	**188,578**	**100.00%**	**-**
Housing units with a mortgage, contract to purchase, or similar debt:	2,113	64.9%	100.00%	121,452	64.4%	100.00%
Housing units with no second mortgage and no home equity loan	1,476	45.3%	69.9%	99,688	52.9%	82.1%
Housing units with multiple mortgages:	575	17.7%	27.2%	16,780	8.9%	13.8%
Mortgage with both second mortgage and home equity loan	0	0.0%	0.0%	224	0.1%	0.2%
Mortgage, with only home equity loan	564	17.3%	26.7%	14,973	7.9%	12.3%
Mortgage, with only second mortgage	11	0.3%	0.5%	1583	0.8%	1.3%
Home equity loan without a primary mortgage	62	1.9%	2.9%	4,984	2.6%	4.1%
Housing units without a mortgage	1,144	35.1%	-	67,126	35.6%	-

Source: 2023 American Community Survey 5-Year Estimates

As shown in Table 19 below, the median contract rent in Millstone Township in 2023 was $1,762, which was roughly $150 higher than the County median rent of $1,612. Within the Township. The highest percentage of renters paid between $1,500 to $1,999 for monthly rent (73.7%), followed by $3,000 or more (12.0%). At the County level nearly half (52.9%) of renters paid between $1,000 to $1,999 for monthly rent, and there was a significantly lower occurrence of renters paying $3,000 or more for rent (5.3%). This data suggests that rent in the Township slightly less affordable as it is throughout the County as a whole.

Table 19: Contract Rent, 2023 Millstone Township and Monmouth County				
	Millstone Township		Monmouth County	
	Number	Percent	Number	Percent
Total Renter-Occupied Units	**259**	**100.0%**	**61,617**	**100.0%**
Less than $500	9	3.5%	4738	7.7%
$500 to $999	0	0.0%	4636	7.5%
$1,000 to $1,499	13	5.0%	16,689	27.1%
$1,500 to $1,999	191	73.7%	15,907	25.8%
$2,000 to $2,499	0	0.0%	9,176	14.9%
$2,500 to $2,999	0	0.0%	4,835	7.8%
$3,000 or More	31	12.0%	3242	5.3%
No Rent Paid	15	5.8%	2,394	3.9%
Median Contract Rent	**$1,762**		**$1,612**	

Source: 2023 American Community Survey 5-Year Estimates

Housing Conditions

Table 20 below details the conditions of the Township's housing stock in 2023. Overcrowding and age, plumbing, and kitchen facilities are used to determine housing deficiency. In 2023, most (85%) of the Townships' housing stock relied on utility gas for heating, followed by fuel oil and kerosene (8%). A total of 54 (1.5%) occupied housing units experienced overcrowding (more than one person per room). Throughout the Township, there were no occupied housing units that lacked complete plumbing or kitchen facilities, and only 32 (0.9%) units lacked telephone service.

Table 20: Housing Conditions, 2023
Millstone Township

	Number	Percent
House Heating Fuel-Occupied Housing Units		
Total	3,516	100.0%
Utility gas	2,987	85.0%
Bottled, tank, or LP gas	83	2.4%
Electricity	130	3.7%
Fuel oil, kerosene, etc.	280	8.0%
Coal or coke	0	0.0%
Wood	13	0.4%
Solar energy	13	0.4%
Other fuel	10	0.3%
No fuel used	0	0.0%
Occupants per Room – Occupied Housing Units		
Total	3,516	100.0%
1.00 or Less	3,462	98.5%
1.01 to 1.50	12	0.3%
1.51 or More	42	1.2%
Facilities – Total Units		
Total	3,606	100.0%
Lacking complete plumbing facilities	0	0.0%
Lacking complete kitchen facilities	0	0.0%
Telephone Service – Occupied Housing Units		
Total	3,516	100.0%
No Service	32	0.9%

Source: 2023 American Community Survey 5-Year Estimates

EMPLOYMENT DATA

Tables 21, 22, and 23 below detail the changes in employment between the years 2010 and 2023 in Millstone Township, Monmouth County, and New Jersey, respectively. Throughout this thirteen-year period, the Township saw an overall 4.6% decrease in its unemployment rate; although the Township experienced a 4.4% spike in unemployment between 2019 and 2020 due to the COVID-19 pandemic, it has rebounded to a considerably lower unemployment rate in recent years. This overall trend is mirrored at both the County and State level as well, although in comparison the Township has consistently exhibited a lower unemployment rate throughout this time period. In 2023, the Township's unemployment rate was 3.3%, which was 0.5% lower than the County (3.8%) and 1.1% lower than the State (4.4%).

Table 21: Employment and Residential Labor Force, 2010 to 2023
Millstone Township

Year	Labor Force	Employment	Unemployment	Unemployment Rate
2010	5,629	5,186	442	7.9%
2011	5,542	5,117	425	7.7%
2012	5,827	5,412	415	7.1%
2013	5,796	5,408	388	6.7%
2014	5,775	5,471	304	5.3%
2015	5,794	5,540	254	4.4%
2016	5,842	5,631	211	3.6%
2017	6,039	5,844	206	3.4%
2018	6,081	5,893	188	3.4%
2019	6,145	6,000	145	2.4%
2020	5,975	5,569	406	6.8%
2021	6,098	5,817	281	4.6%
2022	6,264	6,069	195	3.1%
2023	6,344	6,137	207	3.3%

Source: NJ Dept. of Labor & Workforce Development Labor Force Estimates, Municipal Historical Annual Data, 2010-2023

Table 22: Employment and Residential Labor Force, 2010 to 2023 Monmouth County				
Year	**Labor Force**	**Employment**	**Unemployment**	**Unemployment Rate**
2010	329,800	300,400	29,300	8.9
2011	329,000	300,700	28,300	8.6
2012	330,100	301,100	29,000	8.8
2013	326,800	301,600	25,100	7.7
2014	325,700	306,000	19,700	6.1
2015	326,400	309,700	16,700	5.1
2016	327,600	313,200	14,500	4.4
2017	336,200	322,600	13,600	4.0
2018	337,100	325,300	11,900	3.5
2019	342,000	331,700	10,300	3.0
2020	336,900	308,000	28,900	8.6
2021	340,500	321,700	18,800	5.5
2022	347,680	335,679	12,001	3.5
2023	352,981	339,416	13,565	3.8

Source: NJ Dept. of Labor & Workforce Development Labor Force Estimates, County Historical Annual Data, 2010-2023

Table 23: Employment and Residential Labor Force, 2010 to 2023 New Jersey				
Year	**Labor Force**	**Employment**	**Unemployment**	**Unemployment Rate**
2010	4,559,778	4,118,982	440,796	9.7
2011	4,561,786	4,134,708	427,078	9.4
2012	4,576,286	4,147,221	429,065	9.4
2013	4,528,019	4,147,661	380,358	8.4
2014	4,493,894	4,191,318	302,576	6.7
2015	4,494,606	4,237,876	256,730	5.7
2016	4,492,821	4,271,201	221,620	4.9
2017	4,614,953	4,406,151	208,802	4.5
2018	4,604,787	4,420,713	184,074	4.0
2019	4,687,390	4,525,044	162,346	3.5
2020	4,638,386	4,200,980	437,406	9.4
2021	4,648,814	4,337,793	311,021	6.7
2022	4,736,213	4,552,563	183,650	3.9
2023	4,829,671	4,615,722	213,949	4.4

Source: NJ Dept. of Labor & Workforce Development Labor Force Estimates, State Historical Annual Data, 2010-2023

Employment Status

It is estimated that nearly two-thirds (66%) of Millstone Township's population over the age of 16 was in the labor force in 2020, which was slightly lower than the County's rate of 66.7%. Of the Township's labor force, 99.6% of workers were civilians and a vast majority (97.4%) were employed. At the County level, 99.9% of workers were civilians and 94.6% of the labor force was employed, indicating that the Township and County exhibited similar trends. This data is shown in Table 24 below.

Table 24: Employment, 2023
Millstone Township and Monmouth County

	Millstone Township			Monmouth County		
	Number	% of 16+ Population	% of Labor Force	Number	% of 16+ Population	% of Labor Force
Population 16 years and over	8,898	100.0%	-	526,352	100.0%	-
In labor force	5,873	66.0%	100.0%	349,815	66.5%	100.0%
Civilian Labor Force	5,849	65.7%	99.6%	349,355	66.4%	99.9%
Employed	5,719	64.3%	97.4%	331,018	62.9%	94.6%
Unemployed	130	1.5%	2.2%	18,337	3.5%	5.2%
Armed Forces	24	0.3%	0.4%	460	0.1%	0.1%
Not in labor force	3,025	34.0%	-	176,537	33.5%	-

Source: 2023 American Community Survey 5-Year Estimates

Class of Worker and Occupation

According to the 2023 American Community Survey Estimates, most workers (77.9%) living in Millstone Township were a part of the private wage and salary worker group. This group includes people who work for wages, salary, commission, and tips for a private for-profit employer or a private not-for-profit, tax-exempt or charitable organization. The next largest category was state government workers (8.3%), followed by those who were local government workers (5.6%). This data is outlined in Table 25 below.

Table 25: Class of Worker, 2023
Millstone Township

	Number	Percent
Employed Civilian Population 16 Years and Over	5,719	100.0%
Private Wage and Salary Worker	4,454	77.9%
Local Government Worker	322	5.6%
State Government Worker	475	8.3%
Federal Government Worker	122	2.1%
Self-Employed Worker or Unpaid Family Worker	97	1.7%

Source: 2023 American Community Survey 5-Year Estimates

The occupational breakdown shown in Table 26 below includes only private wage and salary workers. Township residents who worked within the private wage field were concentrated heavily in Management, Business, Science, and Arts occupations as well as Sales and Office occupations. Collectively, the two fields accounted for just under 78% of the entire resident workforce over the age of 16.

Table 26: Resident Employment by Occupation, 2023
Millstone Township

	Number	Percent
Employed Civilian Population 16 Years and Over	5,719	100.0%
Management, business, science and arts occupations	3,245	56.7%
Service occupations	470	8.2%
Sales and office occupations	1,214	21.2%
Natural resources, construction and maintenance occupations	502	8.8%
Production Transportation and material moving occupations	288	5.0%

Source: 2023 American Community Survey 5-Year Estimates

As portrayed in Table 27, the industry that employed the greatest number of Millstone Township residents in 2023 was the Professional, Scientific, and Management, and Administrative and Waste Management Services sector, which accounted for 21% of the Township's resident workforce. The second most common industry during this time was the Educational Services, and Health Care and Social Assistance sector, which accounted for 18% of the Township's resident workforce.

Table 27: Employment by Industry, 2023
Millstone Township

Industry	Number	Percent
Employed Civilian Population 16 Years and Over	5,719	100.00%
Agriculture, forestry, fishing and hunting, mining	54	0.9%
Construction	475	8.3%
Manufacturing	426	7.4%
Wholesale Trade	322	5.6%
Retail Trade	725	12.7%
Transportation and Warehousing, and Utilities	140	2.4%
Information	164	2.9%
Finance and insurance, and real estate and rental and leasing	552	9.7%
Professional, scientific, and management, and administrative and waste management services	1,201	21.0%
Educational services, and health care and social assistance	1,032	18.0%
Arts, entertainment, and recreation, and accommodation and food services	192	3.4%
Other Services, except public administration	161	2.8%
Public administration	275	4.8%

Source: 2023 American Community Survey 5-Year Estimates

Commuting to Work

In 2023, it is estimated that over two-thirds (70.1%) of the employed population that did not work from home commuted over 30 minutes to their place of work. A vast majority (72.1%) of the Township's working population drove alone as their primary means of travel to work. Roughly 10.2% of workers carpooled, utilized public transportation, a taxicab, motorcycle, bike, or other means of transportation, or walked to commute to work, while the remaining 17.7% of the population worked from home. This data is outlined in Tables 28 and 29 below.

Table 28: Travel Time to Work, 2023
Millstone Township

	Number	Percent
Workers who did not work at home	4,558	100.0%
Less than 5 minutes	126	2.8%
5 to 9 minutes	143	3.1%
10 to 14 minutes	208	4.6%
15 to 19 minutes	177	3.9%
20 to 24 minutes	440	9.7%
25 to 29 minutes	267	5.9%
30 to 34 minutes	499	10.9%
35 to 39 minutes	378	8.3%
40 to 44 minutes	754	16.5%
45 to 59 minutes	729	16.0%
60 to 89 minutes	638	14.0%
90 or more minutes	199	4.4%
Mean Travel Time to Work (minutes	**39**	

Source: 2023 American Community Survey 5-Year Estimates

Table 29: Means of Travel to Work, 2023
Millstone Township

	Number	Percent
Workers 16 years and over	5,538	100.0%
Car, truck, van - Drove Alone	3,994	72.1%
Car, truck, van - Carpooled	278	5.0%
Public Transportation	75	1.4%
Walked	41	0.7%
Taxicab, Motorcycle, Bike, or Other	170	3.1%
Worked at home	980	17.7%

Source: 2023 American Community Survey 5-Year Estimates

Covered Employment

There is currently very limited information available on actual job opportunities within municipalities. The Department of Labor and Workforce Development collects information on covered employment, which is employment and wage data for private employees covered by unemployment insurance. The following table provides a snapshot of private employers located within Millstone Township. The first table reflects the number of jobs covered by private employment insurance from 2013 through 2023.

According to data from the New Jersey Department of Labor and Workforce Development, the highest number of jobs covered in Millstone between 2013 and 2023 was in 2023 when 2,673 jobs were covered by unemployment insurance. Private employment has seen fluctuations in Millstone since 2013, with its largest loss occurring between 2019 and 2020 (-9.3%), and largest gain occurring between 2018 and 2019 (16.9%). Millstone Township experienced a gain of 137 jobs in 2023, representing an increase of 5.4% from 2022.

Table 30: Private Wage Covered Employment 2013 - 2023 Millstone Township

Year	Number of Jobs	# Change	% Change
2013	1,710	-	-
2014	1,841	131	7.7%
2015	1,927	86	4.7%
2016	2,011	84	4.4%
2017	1,959	-52	-2.6%
2018	1,938	-21	-1.1%
2019	2,266	328	16.9%
2020	2,056	-210	-9.3%
2021	2,276	220	10.7%
2022	2,536	260	11.4%
2023	2,673	137	5.4%

Source: NJ Dept. of Labor & Workforce Development Labor Force Estimates 2013-2023

In-Township Establishments and Employees by Industry: 2022

Table 31 below depicts the average annual number of establishments and employees by industry sector that exist within the Township, as reported in the Quarterly Census of Employment and Wages (QCEW) published by the New Jersey Department of Labor and Workforce Development (NJDLWD). The QCEW provides a quarterly accounting of employment, establishments, and wages throughout the State of New Jersey, and accounts for over 95% of available jobs in the state. The annual municipal reports group data according to the North American Industry Classification System (NAICS). The QCEW considers an establishment to be a single economic unit, which is located at one physical location and engaged in one type of economic activity. The NJDLWD specifies that establishments differ from firms or companies in the sense that the latter can have multiple establishments.

In 2023, the Township had an annual average of 329 establishments employing an average of 2,673 people in the private sector. The Construction sector was the Town's predominant private sector in establishments and those employed, with 73 establishments and 950 people employed. The Other Services was the Township's next predominant private sector in those employed, with 20 establishments and 263 people employed.

Table 31: Average Number of Establishments and Employees by Industry, 2023 Millstone Township

Industry ID and Description		2023 Average[1]	
		Units	Employment
11	Agriculture	.	.
23	Construction	73	950
31	Manufacturing	11	78
42	Wholesale Trade	21	156
44	Retail Trade	24	123
48	Transp/Warehousing	8	51
51	Information	.	.
52	Finance/Insurance	10	108
53	Real Estate	9	20
54	Professional/Technical	20	150
55	Management	.	.
56	Admin/Waste Remediation	34	210
61	Education	4	40
62	Health/Social	24	144
71	Arts/Entertainment	11	141
72	Accommodations/Food	14	128
81	Other Services	20	263
99	Unclassifieds	7	9
	Private Sector Totals	**329**	**2,673**
61	Local Government Education	2	245
	Local Government Totals		
	State Government Totals		

Source: NJ Dept. of Labor & Workforce Development Labor Force, Quarterly Census of Employment and Wages (QCEW), Municipal Report by Sector (NAICS Based), 2023

[1] Data has been suppressed (-) for industries with few units or where one employer is a significant percentage of employment or wages of the industry.

Probable Future Employment Opportunities

The North Jersey Transportation Planning Authority (NJTPA) completes regional forecasts for the New York/New Jersey metropolitan area every four years for population, households, and employment. The most recent report was released in 2025, documenting projections between 2020 and 2050. The 2025 report predicts that the Township's households (0.2%), and employment (0.3%) will see steady annualized growth through 2050, while its population will not see a change. It is estimated that the population will see an overall 1.0% increase, while households will increase by 8.4% and employment will increase by 9.9%.

Table 32: Population and Employment Projections, 2015 to 2050
Millstone Township

Category	2015	2050 (Projected)	Annualized Percent Change	Overall Projected Change	
				Number	Percent
Population	10,601	10,711	0.00%	110	1.0%
Households	3,319	3,597	0.20%	278	8.4%
Employment	1,749	1,923	0.30%	174	9.9%

Source: NJTPA Municipal Forecasts, dated 2/10//2025

PART 2: FAIR SHARE PLAN

INTRODUCTION

The following Fair Share Plan ("Plan") details Millstone's Prior Round (1987-1999), Third Round (1999-2025), and Fourth Round (2025-2035) Prospective Need obligations, as well as the Township's Fourth Round Present Need. This Plan proposes mechanisms by which the Township can realistically provide opportunities for affordable housing for those moderate-, low-, and very low- income households.

Millstone Township's affordable housing obligations are as follows:

Prior Round Obligation	81
Third Round Obligation	231
Fourth Round Prospective Need	98
Fourth Round Present Need / Rehabilitation Obligation	7

The sections below will summarize how the Township satisfied its obligations through Round 3. After that, the Plan will summarize the Township's obligations for Round 4 and how it is addressing those responsibilities.

REVIEW OF PREVIOUS ROUND COMPLIANCE

As previously noted, Millstone filed a declaratory relief action pursuant to Mount Laurel IV in July of 2015. In that lawsuit, the Township entered into an agreement with FSHC; adopted/endorsed a Housing Element and Fair Share Plan to comply with its agreement and satisfy its responsibilities through Round 3. The Court entered a Judgment of Compliance and Repose formally approving the Township's obligations through Round 3. As a result, the section below regarding previous round compliance largely summarizes what the Township and its Planning Board did in the GHEFSP the Court approved.

When the Legislature amended the FHA last March, it required an assessment of the degree to which the municipality has met its fair share obligation from the previous rounds in addition to how the municipality would address its additional responsibilities for Round 4. If a previous round obligation remains unfulfilled, or a municipality never received an approval from the court or COAH for any previous round, the municipality shall address such unfulfilled previous round obligation in its Housing Element and Fair Share Plan.

In addressing previous round obligations, the municipality shall retain any sites that, in furtherance of the previous round obligation, are the subject of a contractual agreement with a developer, or for which the developer has filed a complete application seeking subdivision or site plan approval prior to the date by which the Housing Element and Fair Share Plan are required to be submitted, and shall demonstrate how any sites that were not built in the previous rounds continue to present a realistic opportunity.

Prior Round Compliance 1987-1999

The Township had a Prior Round obligation of 81 units. Per the Court-approved Third Round settlement agreement and the Township's Third Round JOR, Millstone has met their Prior Round obligation through the following mechanisms:

Millstone Township Prior Round Compliance Mechanisms		
Prior Round Obligation: 81	**Units**	**Rental Bonus Credit**
Red Valley Road Group Home Block 35, Lot 20.01; 67 Red Valley Road	3	-
Millstone Canwright House Group Home Block 57, Lot 16.01; 25 Burnt Tavern Road	9	9
Indian Path Inclusionary Development Block 20.01, Lots 11 through 16	6	6
Novad House Block 57.01, Lot 2.01; 6 Novad Court	1	1
RCA with Asbury Park	46	-
Sub-Totals	*65*	*16*
Prior Round Total	**81**	

Red Valley Road Group Home

Block 35, Lot 20.01; 67 Red Valley Road

The Red Valley Road Group Home received its first Certificate of Occupancy in 1986 and qualifies for credits under Prior Cycle credits. The facility, which operates as a Licensed Group Home under the Division of Developmental Disabilities, was originally constructed with three (3) bedrooms and expanded in 2018 with the construction of two (2) additional bedrooms. The facility is in operation in accordance with applicable covenants and restrictions.

The Township received three (3) credits from the Red Valley Group Home toward its Prior Round obligation. All associated deeds and documentation can be found in the appendix of the Township's Court-approved Third Round Housing Element and Fair Share Plan, adopted June 14, 2023.

Millstone Canwright House Group Home

Block 57, Lot 16.01; 25 Burnt Tavern Road

The Millstone Canwright House Group Home received a Certificate of Occupancy on April 4, 2006 for a maximum occupancy of 12 units, although the site is currently in operation with 11 units. The property is subject to a number of restrictions. The first being a 50-year lease, beginning January 3, 2003, between the Township of Millstone and the Monmouth Housing Alliance (now the Affordable Housing Alliance) for use by the Monmouth Housing Alliance as a property for low- and moderate-income residents. The second restriction is a Deed of Easement and Restrictive Covenant and Extended Low and Moderate Income Occupancy for a period of 30 years, beginning July 1, 2005. The third restriction is a Declaration of Covenants and Restrictions from the Monmouth Housing Alliance to the NJ Department of Community

Affairs restricting the rental of the housing units to low- and moderate-income households for a period of 30 years beginning July 1, 2005.

The Township received nine (9) credits from the Millstone Canwright House Group Home toward its Prior Round obligation. All associated deeds and documentation can be found in the appendix of the Township's Court-approved Third Round Housing Element and Fair Share Plan, adopted June 14, 2023.

Indian Path Inclusionary Development

Block 20.01, Lots 11 through 16; Moccasin Court

The Indian Path Apartments were part of a subdivision approved by the Millstone Planning Board in 1988 that created 86 market rate for-sale family units and six (6) affordable for-sale family units. A 20-year deed restriction on the affordability controls for the six affordable units was established in a Declaration of Restrictive Covenants, dated March 19, 1990. The 20-year control period began shortly thereafter at the issuance of the Certificate of Occupancy for each unit. The restriction period ended on June 11, 2009. A Release of Affordability Controls was dated September 10, 2010, releasing the six (6) units from their deed restrictions.

The Township received six (6) credits from the Indian Path Apartments towards its Prior Round obligation. All associated deeds and documentation can be found in the appendix of the Township's Court-approved Third Round Housing Element and Fair Share Plan, adopted June 14, 2023.

Novad House

Block 57.01, Lot 2.01; 6 Novad Court

The Novad House property is owned by Millstone Township but operated and administered by the Affordable Housing Alliance pursuant to a 50-year lease executed with the Township on January 6, 2003. The property received a Certificate of Occupancy on March 28, 2003 for a single rental unit, and its deed restriction began on June 26, 2003.

The Township received one (1) unit of credit from the Novad House toward its Prior Round Obligation. All associated deeds and documentation can be found in the appendix of the Township's Court-approved Third Round Housing Element and Fair Share Plan, adopted June 14, 2023. See further discussion of the status of this site under the Third Round discussion of 6 Novad Court.

Regional Contribution Agreement with Asbury Park

In the Prior Round, municipalities could enter into Regional Contribution Agreements (RCA) with another municipality in the same housing region. The program allowed one municipality ("sending" municipality) to pay a fee to another municipality ("receiving" municipality), which would agree to provide affordable housing units that fulfilled up to half of the sending municipality's COAH obligation. When the legislature amended the Fair Housing Act (FHA) in July 2008, it removed the RCA program as a permitted option for municipal compliance with the FHA.

The Township of Millstone entered into an RCA with the City of Asbury Park on September 20, 2000. As part of this agreement, Millstone was able to transfer 46 units of its low- and moderate-income housing obligation to Asbury Park with the agreement to pay $20,000 per unit of housing transferred. Asbury Park was able to rehabilitate up to 46 units of housing. The Township received 46 credits for the RCA.

The Township received credit for 46 units of credit from the RCA program, applied to its Prior Round obligation. All associated documentation can be found in the appendix of the Township's Court-approved Third Round Housing Element and Fair Share Plan, adopted June 14, 2023.

Third Round Compliance

The Township had a Third Round obligation of 231 units. Per the Court-approved Third Round settlement agreement and the Township's Third Round JOR, Millstone has met their Third Round obligation through the following mechanisms:

Third Round Obligation: 231	**Total AH Units**	**Rental Bonus Credit**
Millstone Road Group Home (3 carried over from Prior) Block 51, Lot 8.06; 417 Millstone Road	5	-
Red Valley Road Group Home Expansion Block 35, Lot 20.01; 67 Red Valley Road	2	-
Indian Path Apartments Inclusionary Expansion Block 20.01, Lots 11 through 16	2	-
Millstone Canwright House (carry over) Block 57, Lot 16.01; 25 Burnt Tavern Road	2	-
Group Home I Block 57, Lot 16.02; 31 Burnt Tavern Road	6	-
Group Home II Block 57.01, Lot 20.02; 8 Novad Court	6	-
Allen House I Block 35, Lot 13.03; 477 Stagecoach Road	10	-
Allen House II Block 35, Lot 15; 471 Stagecoach Road	10	-
Burnt Tavern Apartments Block 57, Lot 14.03; 17 Burnt Tavern Road	4	4
6 Novad Court Block 57.01, Lot 20.01; 6 Novad	2	-
CKV – Block 57, Lot 16.03; 27 Burn Tavern Road	66	10
Baldachino (Hexa) Block 19, Lot 11; 711 Perrineville Road	48	44
Affordable Accessory Apartment Overlay	10	-
Sub-Totals	*173*	*58*
Third Round Total	**231**	

Millstone Road Group Home – Constructed

Block 51, Lot 8.06; 417 Millstone Road

The Millstone Road Group Home is a Licensed Group Home under the Division of Developmental Disabilities that has been in operation since 1984, qualifying as Prior Cycle credits. The property is owned by Everas Community Services, Inc., and was acquired by deed from CPC Behavioral Healthcare, Inc., dated October 14, 2015. Originally constructed with three (3) very-low-income bedrooms, the facility expanded in 2018, constructing two (2) additional bedrooms. The facility is in operation in accordance with the applicable covenants and restrictions. The development was originally attributed to the Prior Round but because there were excess credits attributed to that round, all five (5) credits were carried forward to the Third Round.

The Township was approved to apply all five (5) units toward its Third Round obligation. All associated documentation can be found in the appendix of the Township's Court-approved Third Round Housing Element and Fair Share Plan, adopted June 14, 2023.

Red Valley Road Group Home - Constructed

Block 35, Lot 20.01; 67 Red Valley Road

The Township received credit toward its Third Round obligation for the two (2) additional units that were constructed at the Red Valley Road Group Home in 2018. All associated deeds and documentation can be found in the appendix of the Township's Court-approved Third Round Housing Element and Fair Share Plan, adopted June 14, 2023.

Indian Path Inclusionary Development - Constructed

Block 20.01, Lots 11 through 16; Moccasin Court

On September 9, 2019, the owner of two of the original six units executed a Deed to Extend Expiring Affordable Housing Restrictions for 30 years. One of such units is a rental unit and the other is a for sale unit. The Township received credit toward its Third Round obligation for the two units with extended controls. All associated deeds and documentation can be found in the appendix of the Township's most recent Court-approved Third Round Housing Element and Fair Share Plan, adopted June 14, 2023.

Millstone Canwright House Group Home - Constructed

Block 57, Lot 16.01; 25 Burnt Tavern Road

The Township received credit toward its Third Round obligation for the remaining two (2) units from the Millstone Canwright House Group Home. All associated deeds and documentation can be found in the appendix of the Township's Court-approved Third Round Housing Element and Fair Share Plan, adopted June 14, 2023.

Group Home I - Constructed

Block 57, Lot 16.02; 31 Burnt Tavern Road

Group Home I is located at 31 Burnt Tavern Road in the southwesterly portion of the Township. The property is designated as Lot 16.02 of Block 57 of the Township's Official Tax Map, within the BP Business Park Zone. The development includes six (6) bedrooms and is deed restricted for a period of 30 years (2013 to 2043). The property was originally acquired by Millstone Township in 2003 and subsequently conveyed to the AHA in 2008, at the same time that the Township conveyed the property now being used for the Millstone Canwright House (Block 57, Lot 16.01). The facility is operating under the terms of the original 50-year lease agreement between the AHA and the Township, which includes a use restriction. The facility is in operation in accordance with the applicable covenants and restrictions.

The Township applied all six (6) credits from Group Home I toward its Third Round obligation. All associated deeds and documentation can be found in the appendix of the Township's Court-approved Third Round Housing Element and Fair Share Plan, adopted June 14, 2023.

Group Home II - Constructed

Block 57.01, Lot 20.02; 8 Novad Court

Group Home II is located at 8 Novad Court in the southwesterly portion of the Township. The property is designated as Lot 20.02 of Block 57.01 of the Township's Official Tax Map, within the BP Business Park Zone. Group Home II is a six-bedroom group home facility for very-low-income individuals. The property was acquired by Millstone Township and subsequently conveyed to the AHA in 2013. A 30-year deed restriction is in place, running from 2013 through 2043.

The Township applied all six (6) credits from Group Home II toward its Third Round obligation. All associated deeds and documentation can be found in the appendix of the Township's Court-approved Third Round Housing Element and Fair Share Plan, adopted June 14, 2023.

Allen House I - Constructed

Block 35, Lot 13.03; 477 Stagecoach Road

The Allen House I property is a 4.4-acre parcel located at 477 Stagecoach Road in the central portion of the Township. The property is designated as Block 35, Lot 13.03 of the Township's Official Tax Map, located within NC Neighborhood Commercial Zone, and contains 10 age-restricted affordable rental units. The property was acquired by Millstone Township in 2006 and subsequently transferred to the Allen House Inc. in 2014. The development is a 100% affordable development that was constructed in cooperation with the AHA.

Five (5) of the units are occupied by very-low-income households and five (5) units are occupied by low-income households. The deed associated with this property restricts the use of the property to age-restricted affordable residences. The property is also subject to a HUD Capital Advance Program Use Agreement, dated September 14, 2014, requiring the property to be operated only as rental housing for very-low-income elderly or disabled persons for a period of 40 years.

The Township applied all 10 credits toward its Third Round obligation. All associated deeds and documentation can be found in the appendix of the Township's Court-approved Third Round Housing Element and Fair Share Plan, adopted June 14, 2023.

Allen House II – Under Construction

Block 35, Lot 15; 471 Stagecoach Road

Allen House II is located on a 2.6-acre lot at 471 Stagecoach Road adjacent to Allen House I. The property is designated as Block 35, Lot 15 on the Township's Official Tax Map within the NC Neighborhood Commercial Zone. The development broke ground in May 2024 and is expected to have its final Certificate of Occupancy by the end of summer 2025. Allen House II will consist of 10 age-restricted affordable rental units consisting of five (5) low-income and five (5) moderate-income units. The property was acquired by

Millstone Township in 2016 and will be developed in cooperation with Allen House Inc. and the AHA. As of the writing of this plan, the AHA has begun marketing the units to qualified households.

The Township applied all 10 credits toward its Third Round obligation. All associated deeds and documentation can be found in the appendix of the Township's Court-approved Third Round Housing Element and Fair Share Plan, adopted June 14, 2023.

Burnt Tavern Apartments - Constructed

Block 57, Lot 14.03; 17 Burnt Tavern Road

The Burnt Tavern Apartments is a 3.44-acre parcel located at 17 Burnt Tavern Road in the southwesterly portion of the Township and is developed with four (4) affordable family rental units. The property is designated as Block 57, Lot 14.03 of the Township's Official Tax Map, within the NC Neighborhood Commercial Zone. The property was acquired by the Township in 2008 and was transferred to the AHA in 2018. The project received site plan approval from the Millstone Township Planning Board on July 12, 2017. Construction of the Burnt Tavern Apartments was completed in the fall of 2020. The project is funded by National Stabilization Trust Funds (NSTF) awarded by the NJ Department of Community Affairs (DCA). The property contains a deed restriction, restricting the use for affordable housing for a period of 30 years.

The Township received credit for all four (4) units of the Burnt Tavern Apartments plus 4 credits of bonus credit, applied toward its Third Round obligation. All associated deeds and documentation can be found in the appendix of the Township's Court-approved Third Round Housing Element and Fair Share Plan, adopted June 14, 2023.

6 Novad Court – Under Construction

Block 57.01, Lot 20.01; 6 Novad

6 Novad Court is located on Block 57.01, Lot 20.01 on the Township's Official Tax Map. The property is the same site that is identified as "Novad Court" in the Township's Prior Round compliance mechanisms. After the previous tenant passed away, the site was vacated, and on October 12, 2022, the property received approval from the Township Planning Board to construct three (3) affordable family rental units on the site, replacing the one-unit Prior Round development. One of the new units was applied to the Prior Round to replace the demolished unit. The property is owned by Millstone Township but will be operated and administered by AHA pursuant to a long-term lease with the Township. The site is currently under construction with completion anticipated in mid-summer 2025.

The Township applied the remaining two (2) units towards its Third Round obligation. The original deed for 6 Novad was filed incorrectly identifying the development as age-restricted. A corrective deed has been filed confirming the development is not age-restricted. The corrective deed can be found in Appendix G of this Plan. All other associated documentation can be found in the appendix of the Township's Court-approved Third Round Housing Element and Fair Share Plan, adopted June 14, 2023.

CKV – Approvals Secured

Block 57, Lot 16.03; 27 Burn Tavern Road

The CKV property is a 13.8-acre parcel located at 27 Burnt Tavern Road in the southwesterly portion of the Township. The site is proposed to be developed with 66 affordable rental units and one (1) unit that will be occupied by a superintendent for the project.[1] The property is designated as Lot 16.03 in Block 57 of the Township's Official Tax Map, within the BP Business Park Zone. A 30-year deed restriction will be placed on the 66 affordable units once construction is completed. The property is currently owned by the Township but will be deeded over to the AHA by summer 2025.

The development received site plan approval from the Millstone Township Planning Board on July 10, 2024. The AHA has been vigorously processing applications for agency approvals for water, wastewater, stormwater management, and funding. Approvals already secured include NJDEP NJPDES, water use, and freshwater approvals.

The Township received credit for the 66 units from CKV plus 10 bonus credits, applied towards its Third Round obligation. Documentation for the CKV project can be found in Appendix H of this Plan.

Baldacino (Hexa) – Approvals Secured

Block 19, Lot 11; 711 Perrineville Road

The inclusionary development, known by the applicant's name of "Hexa," is proposed to be constructed on a 36.39-acre lot located on Perrineville Road in the northeasterly portion of the Township. The property is designated as Lot 19 in Block 11 of the Township's Official Tax Map, formerly within the RU-P Rural Preservation Zone. On April 24, 2018, the property owner, Gerald Baldacino expressed interest in developing the property with an inclusionary housing development to assist the Township in satisfying their Third Round affordable housing obligation. The property was rezoned to the Rural Multi-Family Zone to accommodate the required density of development for this project. The development received preliminary major site plan approval for 122 market-rate units and 48 affordable rental family units on January 11, 2023. The affordable units will be provided as six (6) very low-, 18 low-, and 24 moderate-income units.

Since the January 2023 preliminary site plan approval, the applicant has been in the process of seeking outside agency approvals, including the NJ DEP, Monmouth County, and the Delaware and Raritan Canal Commission (DRCC). As of the writing of this Plan, the applicant has received final approvals from relevant agencies sufficient for the Board to grant Final Site Plan approval, which was granted at a special hearing of the Planning Board on May 13, 2025. This Plan notes that the environmental issues present on the site resulted in the need for permits and approvals of multiple outside agencies, which in turn substantially delayed the process in receiving Final Site Plan approval.

[1] It is noted that the concept plan attached in Appendix Q identifies 67 units as one of the units will be reserved for a superintendent and will not be affordable.

The applicant received credit for the 48 units that will be produced by the Hexa development, as well as 44 rental bonus credits, applied towards its Third Round obligation. Pursuant to the settlement agreement, a 30-year deed restriction will be filed for all affordable units once construction nears completion. Documentation for the Hexa development can be found in Appendix I of this Plan.

Because the Hexa inclusionary development is not constructed as of the date of this Plan, the below provides an updated site suitability analysis, based on the best and most up-to-date data, to confirm the project remains viable. The site meets the suitability criteria as follows:

- *Available:* The owner of the property has agreed to dedicate the site to the Township for development as an affordable housing unit. The site has no easements or title issues preventing its development.
- *Suitable:* The site is located near other residential properties and neighborhoods and has direct access onto Perrineville Road.
- *Developable:* While wetlands exist toward the rear of the site, the development proposal is able to accomplish the density without disturbing the wetland area or buffers. An on-site package treatment plant has been proposed, and the applicant has secured necessary approvals from the NJDEP and the Delaware Raritan Canal Commission.
- *Approvable:* This site received Preliminary Major Site Plan approval from the Township Planning Board in January 2023, and recently secured Final Major Site Plan approval on May 13, 2025.

FOURTH ROUND OBLIGATION

The amended FHA called on the DCA to issue a non-binding report on the new Present Need Obligation (commonly referred to as the rehabilitation obligation) and the Prospective Need for Round 4 and subsequent rounds. The amended FHA requires the DCA to base its analysis of the obligations for each municipality based upon the standards set forth in the amended FHA.

On October 18, 2024, the New Jersey Department of Community Affairs ("DCA") released a report outlining the Fourth Round (2025-2035) Fair Share methodology and its calculations of present need and prospective need low- and moderate-income obligations for each of the State's municipalities. The obligations were calculated in alignment with the formulas and criteria found in P.L.2024, c.2. The DCA calculated a Present Need obligation for the Township of 7 units, and a Prospective Need obligation of 98 units.

The amended Fair Housing Act affirms that the DCA report is not binding on any municipality and that "a municipality shall determine its present and prospective fair share obligation for affordable housing in accordance with the formulas established in sections 6 and 7 of P.L.2024, c.2…by resolution…"

On January 21, 2025 the Township Committee adopted a binding resolution (Resolution 25-62, see Appendix E) committing to the numbers reported by the DCA: Present Need (also known as its

Rehabilitation Obligation) of 7 and Round 4 Prospective Need obligations of 98. The Township then filed a Complaint (Docket No. MON-L-000189-25) seeking the right to secure approval of a Housing Element and Fair Share Plan based on these numbers (Appendix E).

Addressing Present Need / Rehabilitation Obligation

The Township intends to address its 7-unit Fourth Round Rehabilitation Obligation through its continued partnership with the Affordable Housing Alliance. On January 2, 2020, the Township entered into an agreement with the AHA to manage a Township-wide rehabilitation program. The AHA began affirmatively marketing the program in Spring 2020 and has continued to manage the program ever since.

Since AHA began running the rehabilitation program, six (6) units have been fully rehabilitated. Another two projects are about to begin and a third project has an approved applicant and the AHA gone out to bid on a contractor. Therefore, it is evident that the Township's proposed plans for a rehabilitation program for seven units in the future are well-founded.

Addressing the Prospective Need

The amended Fair Housing Act establishes a number of standards applicable for a municipality to comply with its obligations for Round 4 and beyond. Those standards are summarized below.

Age-Restricted Housing

A municipality may not satisfy more than 30% of the affordable units, exclusive of bonus credits, to address its prospective need affordable housing through the creation of age-restricted housing.

Special Needs Housing

The Amended Fair Housing Act incentivizes the provision of special needs housing by offering one bonus for each bedroom in a special needs facility.

Transitional Housing

Transitional housing units, which will be affordable for persons of low- and moderate-income, were not previously categorized by the Fair Housing Act as a standalone housing type. The amended legislation includes such transitional housing units as a new category which may be included in the HEFSP and credited towards the fulfillment of a municipality’s fair share obligations. This is limited to a maximum of 10% of the municipality’s obligations, however.

Veterans Housing

Up to 50% of the affordable units in any particular project may be prioritized for low- and moderate-income veterans.

Families with Children

A minimum of 50% of a municipality’s actual affordable housing units, exclusive of bonus credits, must be made available to families with children.

Rental Units

A minimum of 25% of a municipality's actual affordable housing units, exclusive of bonus credits, shall be satisfied through rental units. At least half of that number shall be available to families with children.

Very-Low Income Requirement

At least 13% of the housing units made available for occupancy by low-income and moderate-income houses shall be reserved for low-income households earning 30% or less of the median income pursuant to the Fair Share Housing Act, N.J.S.A. 52:27D-301, et seq. Half of the very low-income units will be made available to families with children.

Low/Moderate Income Split

At least 50% of the units addressing the Township's obligation shall be affordable to very-low income and low-income households, and the remaining may be affordable to moderate-income households.

Affordability Controls

Newly created rental units shall remain affordable to low-and moderate-income households for a period of not less than 40 years, 30 years for for-sale units, and 30 years for housing units for which affordability controls are extended for a new term of affordability, provided that the minimum extension term may be limited to no less than 20 years as long as the original and extended terms, in combination, total at least 60 years.

Affirmative Marketing

The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law, to include the community and regional organizations identified in the agreement as well as the posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.

Uniform Housing Affordability Controls (UHAC)

All affordable units created through the provisions of this Plan shall be developed in conformance with the Uniform Housing Affordability Controls (UHAC) pursuant to N.J.A.C. 5:80-26.1 et seq. as amended.

Unit Adaptability

All new construction units shall be adaptable in conformance with P.L.2005, c.250/N.J.S.A. 52:27D-311a and -311b and all other applicable laws.

Bonus Credits

Bonus credits shall not exceed 25% of a municipality's prospective need obligation, nor shall a municipality receive more than one type of bonus credit for any one unit. Bonus credits may be granted on the following schedule:

Unit Type	Unit Credit	Bonus Credit
Each unit of low- or moderate-income housing for individuals with special needs or permanent supportive housing, as those terms are defined in section 2 of P.L. 2004, c.70 (C.34:1B-21.24).	1	1
Each low- or moderate-income ownership unit created in partnership sponsorship with a non-profit housing developer.	1	0.5
Each unit of low- or moderate-income housing located within a one-half mile radius, or one-mile radius for projects located in a Garden State Growth Zone, as defined in section 2 of P.L.2011, c.149 (C.34:1B-243), surrounding a New Jersey Transit Corporation, Port Authority Transit Corporation, or Port Authority Trans-Hudson Corporation rail, bus, or ferry station, including all light rail stations.[1]	1	0.5
A unit of age-restricted housing, provided that a bonus credit for age-restricted housing shall not be applied to more than 10 percent of the units of age-restricted housing constructed in compliance with the Uniform Housing Affordability Controls promulgated by the New Jersey Housing and Mortgage Finance Agency in a municipality that count towards the municipality's affordable housing obligation for any single 10-year round of affordable housing obligations.	1	0.5
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.	1	0.5
Each existing low- or moderate-income rental housing unit for which affordability controls are extended for a new term of affordability, in compliance with the Uniform Housing Affordability Controls promulgated by the New Jersey Housing and Mortgage Finance Agency, and the municipality contributes funding towards the costs necessary for this preservation.	1	0.5
Each unit of low- or moderate-income housing in a 100 percent affordable housing project for which the municipality contributes toward the costs of the project.[2]	1	1
Each unit of very low-income housing for families above the 13 percent of units required to be reserved for very low-income housing pursuant to section 7 of P.L.2008, c.46 (C.52:27D-329.1).	1	0.5
Each unit of low- or moderate-income housing created by transforming an existing rental or ownership unit from a market rate unit to an affordable housing unit.[3]	1	1

[1] The distance from the bus, rail, or ferry station to a housing unit shall be measured from the closest point on the outer perimeter of the station, including any associated park-and-ride lot, to the closest point of the housing project property.

[2] This contribution may consist of: (a) real property donations that enable siting and construction of the project or (b) contributions from the municipal affordable housing trust fund in support of the project, if the contribution consists of no less than three percent of the project cost.

[3] A municipality may only rely on this bonus credit as part of its fair share plan and housing element if the municipality demonstrates that a commitment to follow through with this market to affordable agreement has been made and: (a) this agreement has been signed by the property owner; or (b) the municipality has obtained ownership of the property.

The Township proposes to meet its entire Fourth Round Prospective Need obligation of 98 units as efficiently as possible, which is why the plan does not rely on traditional inclusionary zoning and instead relies on 100 percent affordable projects. The history of affordable housing has recognized that there are many different avenues to satisfy a municipal obligation, and the Township is applying a strategy to utilize 100% affordable developments because of its particular characteristics, making it the best mechanism to pursue. The remainder of this plan goes into further detail regarding this position.

The Township seeks to address its 98-unit Prospective Need obligation through 3 projects: (1) Shu Lee; (2) Allen House; and (3) 329 Red Valley Road. A more detailed explanation of these projects follows.

Shu Lee – Proposed 100% Affordable Family

The project known as "Shu Lee" was a component of previous Millstone housing plans. However, given the anticipated timelines for various 100% projects within the Township, it was determined in the June 14, 2023 Housing Element and Fair Share Plan that the Shu Lee project would be pushed to the Township's Fourth Round Plan.

The Shu Lee property is a 7.3-acre parcel at 14 Novad Court in the southwesterly portion of the Township. The property is designated as Lot 21.02 in Block 57.01 on the Township's Official Tax Map, within the R-130 Residential Zone. Because the developers of the site, the Affordable Housing Alliance, intend to seek out funding from the State's Affordable Housing Trust Fund, as indicated below, the site is proposed to be developed with 25 affordable family rental apartments. It is noted that the current allocation of the State's Trust Fund will support developments of 25 units or less. The development is expected to provide 4 very-low-, 9 low-, and 12 moderate-income units with a deed restriction for a minimum of 40 years.

The property has been under Township ownership since 2010. As was discussed in the Township's Third Round HEFSP, the property will ultimately be transferred to the AHA, who will be responsible for monitoring construction.

AHA intends to utilize HUD 202 funding, Federal Home Loan Bank (FHLB), National Stabilization Trust Funds (NSTF), the New Jersey Affordable Housing Trust Fund administered by the DCA, and/or State "HOME" funds or LIHTCs to fund the project. The AHA will additionally seek, and the Township has agreed to, $1.5 million from the Township's Affordable Housing Trust Fund to support the development of the on-site treatment plant. AHA has prepared a pro forma, and a concept site plan has been prepared by the Township Engineer, Leon S. Avakian, Inc.

The AHA has a proven track record within Millstone for successfully developing 100% affordable developments. As of the writing of this Plan, the Affordable Housing Alliance as successfully developed and now manages 38 affordable units and two group homes (with a total of 12 bedrooms) within Millstone. These developments, which are discussed earlier in this Plan, include the Millstone Canwright House, Novad House, Allen House I, Allen House II, the Burnt Tavern Apartments, Group Home I, and Group Home

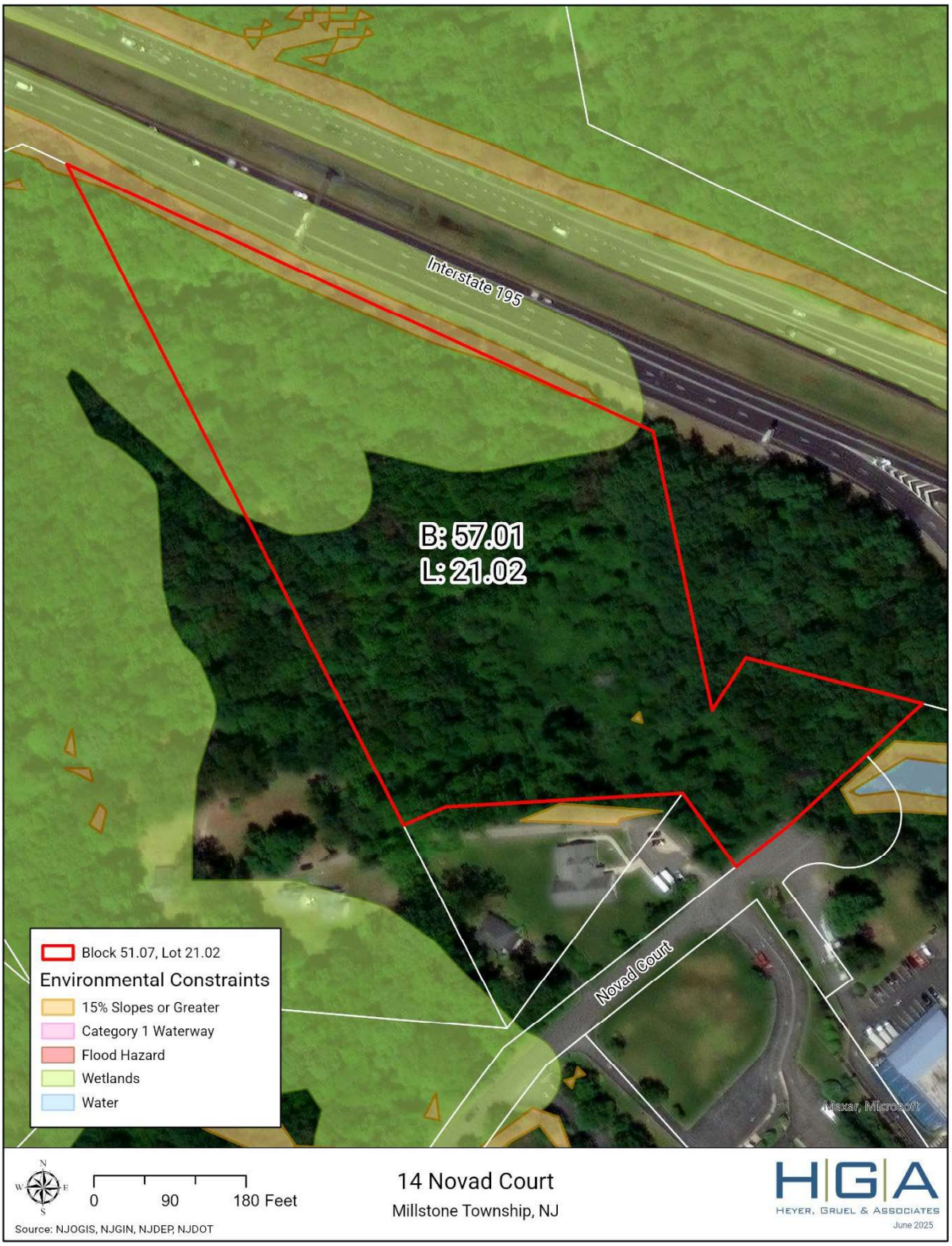
II. An additional 66 units within the CKV site are about to begin construction, which will bring the total number of affordable units constructed and managed by the AHA to 104 plus 12 group home bedrooms.

The Township will apply all 25 units plus 24 bonus credits[2] (for a total of 49 credits) towards its Fourth Round obligation. Documentation associated with the Shu Lee property can be found in Appendix J of this Plan.

The site meets the suitability criteria as follows:

- *Available:* The property is Township-owned with no encumbrances precluding low- and moderate-income development. The deed restriction will be recorded to reflect 25 apartment units and will be 100% available for low- and moderate-income tenants for a minimum affordability restriction term of 40 years.
- *Suitable:* The property is surrounded by residential uses and is close in proximity to commercial uses, including shopping areas, convenience stores, and restaurants. The development will have access to an existing right-of-way, Novad Court.
- *Developable:* Water and sewer service will be provided by on-site well and wastewater treatment. The property is within Flood Hazard Area X, an area of minimal flooding. As shown in the map on the following page, the property is encumbered by wetlands and transition area on its northeasterly portion. However, as shown on the concept plan provided in Appendix J, the proposed development will be outside of the wetland and buffer areas.
- *Approvable:* Pursuant to Ordinance No. 15-8, municipally sponsored affordable housing is permitted in all zones in the Township. The project will require subdivision and site plan approval by the Planning Board. Approval by the Monmouth County Soil Conservation District will also be required. It is anticipated the necessary approvals will be granted.

[2] The Township will apply bonus credits under the following category: "Each unit of low- or moderate-income housing in a 100 percent affordable housing project for which the municipality contributes toward the costs of the project" as the Township will be contributing land and funding for the project.


Interstate 195
B: 57.01
L: 21.02
Novad Court
Block 51.07, Lot 21.02
Environmental Constraints
15% Slopes or Greater
Category 1 Waterway
Flood Hazard
Wetlands
Water
Maxar, Microsoft
N
W
E
S
0
90
180 Feet
Source: NJOGIS, NJGIN, NJDEP, NJDOT
14 Novad Court
Millstone Township, NJ
HGA
HEYER, GRUEL & ASSOCIATES
June 2025

Allen House III - 453 Stagecoach Road – Proposed 100% Affordable Age-Restricted

453 Stagecoach Road (Block 51 Lot 1 on the Township's tax maps) is an approximate 1.1-acre property located in the NC Neighborhood Commercial Zoning District. The property is currently for-sale, and the Township has authorized the use of affordable housing trust funds to purchase the site and dedicate it to the production of affordable housing.

Once acquired, the Township intends to deed the site over to the Affordable Housing Alliance so that they can construct the third phase of the Allen House developments. The Township is in active discussion with the AHA regarding this development. As discussed under the Shu Lee development, the AHA has an established history of successfully acquiring funding, and then designing, developing, and managing 100% affordable developments within Millstone.

As previously discussed in this Plan, the developments known as Allen House I and Allen House II are located less than half a mile away on Stagecoach Road and each contain 10 age-restricted affordable units that were developed and are now managed by the AHA. Proposed Allen House III will also contain 10 age-restricted affordable units. The AHA has indicated they are open and interested in developing 453 Stagecoach Road in a similar manner to Allen House I and II. If for any reason, discussions with the AHA regarding the development of this site do not proceed, the Township will issue a Request for Proposal to seek another qualified developer.

The site is suitable for the development of affordable housing:

- *Available:* The property will be Township-owned with no encumbrances precluding low- and moderate-income development. The deed restriction will be recorded to reflect 10 age-restricted affordable units and will be 100% available for low- and moderate-income tenants for a minimum affordability restriction term of 40 years.
- *Suitable:* The property is surrounded by residential uses and is close in proximity to the municipal building as well as the other Allen House developments, consisting of age-restricted development. The site has direct access onto Stagecoach Road.
- *Developable:* Water and sewer service will be provided by on-site well and septic.
- *Approvable:* Pursuant to Ordinance No. 15-8, municipally sponsored affordable housing is permitted in all zones in the Township. The project will require site plan approval by the Planning Board. Approval by the Monmouth County Soil Conservation District will also be required. It is anticipated the necessary approvals will be granted.


Stage Coach Road
Red Valley Road
Spring Road
B: 51
L: 1
Block 51, Lot 1
Environmental Constraints
15% Slopes or Greater
Category 1 Waterway
Flood Hazard
Wetlands
Water
0
40
80 Feet
Source: NJOGIS, NJGIN, NJDEP, NJDOT
453 Stagecoach Road
Millstone Township, NJ
HGA
HEYER, GRUEL & ASSOCIATES
June 2025

29 Red Valley Road – Proposed 100% Affordable Family

As part of Millstone's efforts to address its Fourth Round obligation, the Township previously entered into negotiations with the owner of several contiguous properties along Olde Noah Hunt Road: Block 57.01 Lots 25, 26, 26.01 and 31 to construct 40 affordable units in addition to market rate housing. As late as mid-May, the Township and team working with the property owner were moving forward cooperatively with this development. That team was far into the process of preparing the necessary documents, including a concept plan and proposed proforma.

At this time (mid-May 2025), the developer determined that the subject property was considerably more constrained than previously believed. Of the +/- 170 acres, it was discovered that only +/- 14 acres were dry and outside of required transition areas. The 14 acres would not provide sufficient land for the proposed affordable and market rate units. The Township had made every effort to move this proposed development forward and support the creation of affordable housing on this site. The last-minute determination that the property was far more constrained than initially assumed left the Township in a position of having to make up for the affordable units it was counting on from this site in very short order.

Millstone Township responded immediately, proactively and aggressively to cure the problem that belatedly arose. The Township began looking for other sites that could reasonably accommodate the 40 affordable units. After reviewing several properties that were for sale within the Township, the Township settled on a property located at 29 Red Valley Road (Block 53 Lot 3.05) and determined that this site, located adjacent to a park, was the best site to locate the 40 affordable units.

Millstone does not yet have control of the site since the Olde Noah Hunt Road site fell through in May and the Township had to evaluate the best site to locate affordable housing thereafter. However, the site at 29 Red Valley is for sale, and the Township is in the process of trying to acquire the site. In the interest of fiscal responsibility and prudent stewardship of taxpayer funds as well as the use of trust fund money to advance the interests of low- and moderate-income households, the Township has commissioned an appraisal of the site. However, after initial conversations with the seller, the seller has indicated a sale price beyond what is perceived to be the market value. Accordingly, the Township will initiate condemnation proceedings in the event that the site cannot be acquired amicably.

Although Millstone will not be able to acquire the site prior to June 30, 2025 because of the last-minute loss of the property on Olde Noah Hunt Road and the time to complete the condemnation process, the Township is nevertheless moving ahead as aggressively and diligently as possible to acquire this site. Millstone has already hired appraisers, who are working to appraise the site, and the Township will offer the property owner fair market value for the site. Should the Township and property owner not be able to come to an agreement regarding the fair market value, the Township will initiate condemnation proceedings to acquire the property for use as affordable housing.

Millstone Township respectfully submits that while it has taken significant and good faith steps toward meeting the requirements set forth under N.J.A.C. 5:93-5.5, the unforeseen environmental constraints affecting the Olde Noah Hunt Road site have impacted the Township's ability address all the criteria in N.J.A.C. 5:93-5.5 by the regulatory deadline of June 30, 2025. Nevertheless, the Township remains fully committed to fulfilling all outstanding obligations and achieving compliance as expeditiously as possible.

Pursuant to N.J.A.C. 5:93-5.5, municipalities seeking to include a site in their Housing Element and Fair Share Plan must demonstrate realistic opportunity through municipal control, site suitability, and economic feasibility, supported by items such as a concept plan and pro forma. Millstone Township is actively pursuing municipal control over the subject property, including ordering an appraisal and preparing for condemnation, if necessary.

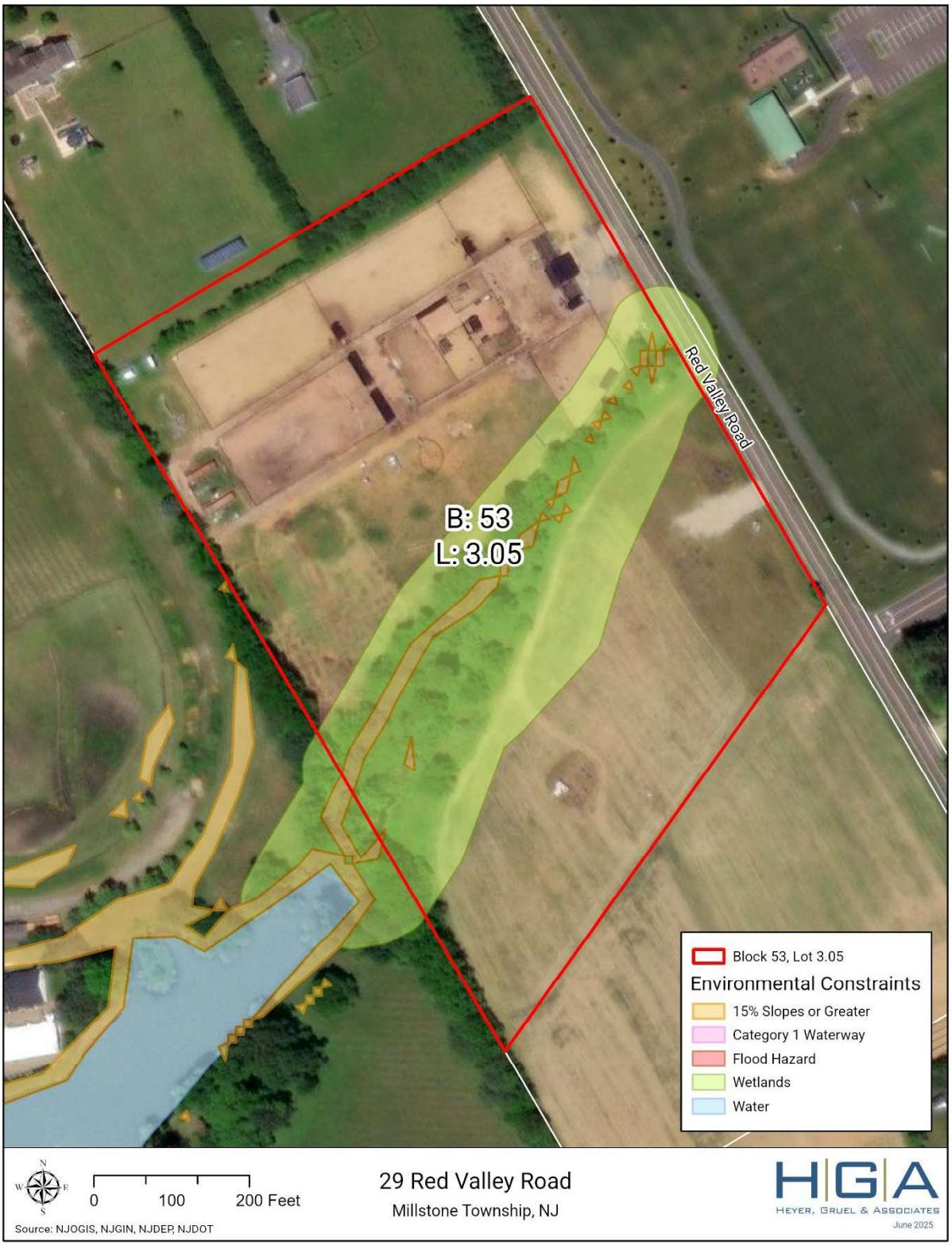
Based on its experience with other projects, the Township anticipates that the site will be redeveloped in a manner that enables it to leverage a range of available funding opportunities. One potential approach under consideration involves dividing the development into three smaller developments: a 24-unit family rental development that would be able to seek funding from the New Jersey Affordable Housing Trust Fund and the Federal Home Loan Bank, an 11-unit family rental development that would qualify for HOME Production Funds, followed by a 5 or 6-unit veterans development that could utilize the National Housing Trust Fund.

Despite the temporary setbacks, the Township affirms its commitment to advancing this affordable housing initiative in a timely and transparent manner. The target is to commence construction within two years of approval of this Housing Element and Fair Share Plan in accordance with applicable standards. To that end, Millstone is already in communication with the Affordable Housing Alliance to develop this site with the 40 affordable units. As has been previously discussed at length, the AHA has a consistent record of performance in building affordable housing within Millstone. If discussions with the AHA are unsuccessful for any reason, the Township will issue a request for proposal to solicit a qualified affordable housing developer to move forward with the development of the subject property. If forced into condemnation, and the condemnation taking cannot be resolved in a timely manner, and the Township is unable to negotiate an agreement with a developer to construct 40 affordable units, the Township is prepared to issue an RFP on a parallel track with the condemnation process to expedite the production of affordable housing.

The site meets the applicable criteria for an affordable housing development:

- *Available:* The property will be Township-owned with no encumbrances precluding low- and moderate-income development. The deed restriction will be recorded to reflect 10 age-restricted affordable units and will be 100% available for low- and moderate-income tenants for a minimum affordability restriction term of 40 years.

- *Suitable:* The property is in close proximity to compatible uses, including parkland and other residential neighborhoods. The site has direct access onto Red Valley Road.
- *Developable:* Water and sewer service will be provided by on-site well and septic.
- *Approvable:* Pursuant to Ordinance No. 15-8, municipally sponsored affordable housing is permitted in all zones in the Township. The project will require site plan approval by the Planning Board. Approval by the Monmouth County Soil Conservation District will also be required. It is anticipated the necessary approvals will be granted.


Red Valley Road
B: 53
L: 3.05
Block 53, Lot 3.05
Environmental Constraints
15% Slopes or Greater
Category 1 Waterway
Flood Hazard
Wetlands
Water
N
W
E
S
0
100
200 Feet
Source: NJOGIS, NJGIN, NJDEP, NJDOT
29 Red Valley Road
Millstone Township, NJ
HGA
Heyer, Gruel & Associates
June 2025

Affordable Housing Ordinances

Affordable Housing Ordinance

An Affordable Housing Ordinance was adopted by the Township on March 18, 2020 (Ordinance No. 20-03), establishing the criteria for implementing affordable housing units in conformance with the Uniform Housing Affordability Controls (UHAC). While this Plan acknowledges that an amendment to the UHAC was released on an emergency basis in December 2024, those rules are set to expire in December 2025. It is also the understanding that the Housing Mortgage and Finance Agency (HMFA), the entity currently responsible for the UHAC regulations, is in the process of establishing further amendments to those rules. Because of the uncertainty with the UHAC regulations, the Township will refrain from adopting an updated ordinance until such rules are finalized, acknowledging that the December 2024 UHAC rules adopted under emergency measures are the current governing regulations. Should there be any discrepancy between the Township's adopted ordinance and the current UHAC regulations, the current UHAC regulations shall govern.

Development Fee Ordinance

A Development Fee Ordinance was adopted within the same ordinance as the Affordable Housing Ordinance – adopted via Ordinance No. 20-03 on March 28, 2020. In response to the 2024 amendment to the Fair Housing Act and any subsequent changes to the substantive rules, Millstone will amend its development fee ordinance if necessary to ensure it meets current standards.

In the interim, the Statewide Nonresidential Development Fee Act imposes an obligation on developers to pay 2.5 percent of the equalized assessed value of nonresidential development (subject to limited exceptions) to municipalities seeking a compliance certification as is the case with Millstone as demonstrated by its filing a of a declaratory judgment action in January.

Fourth Round Summary

Millstone Township Fourth Round Compliance		
Round Four Obligation: 98	**Units**	**Bonus Credit**
Shu Lee – Family Rental Block 57.01 Lot 21.02; 14 Novad Court	25	24
Allen House III – Senior Rental Block 51 Lot 1; 453 Stagecoach Road	10	-
29 Red Valley Road – Family Rental Block 53 Lot 3.05	40	-
Sub-Totals	*75*	*24*
Prior Round Total	**99**	

USE OF SURPLUS CREDITS

Any surplus credits generated would be applied to any future obligation that the Township may have.

STATE PLAN CONFORMANCE

In accordance with the amended Fair Housing Act, Housing Elements and Fair Share Plans shall provide an analysis of consistency with the State Development and Redevelopment Plan (SDRP), including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

Sites that are located in the Metropolitan Planning Area 1 or Suburban Planning Area 2 of the SDRP, or are located in an existing sewer service area, are the preferred location for municipalities to address their fair share obligation.

New Jersey adopted its last SDPR in 2001. A draft amendment to the SDRP was prepared in 2011 but ultimately never adopted. The Office of Planning Advocacy released a new draft SDRP on December 4, 2024. The State is currently going through the Plan conformance process.

Millstone Township contains a significant amount of environmentally sensitive land. The New Jersey State Development and Redevelopment Plan identifies the majority of the Township as Planning Area 4B Rural Environmentally Sensitive land. The only other planning area present in Millstone is parkland. This has not changed since the 2001 SDRP. There are currently no State Plan Centers in Millstone.

The adopted 2001 SDRP identifies the following intents of the Rural Environmentally Sensitive Planning Area:

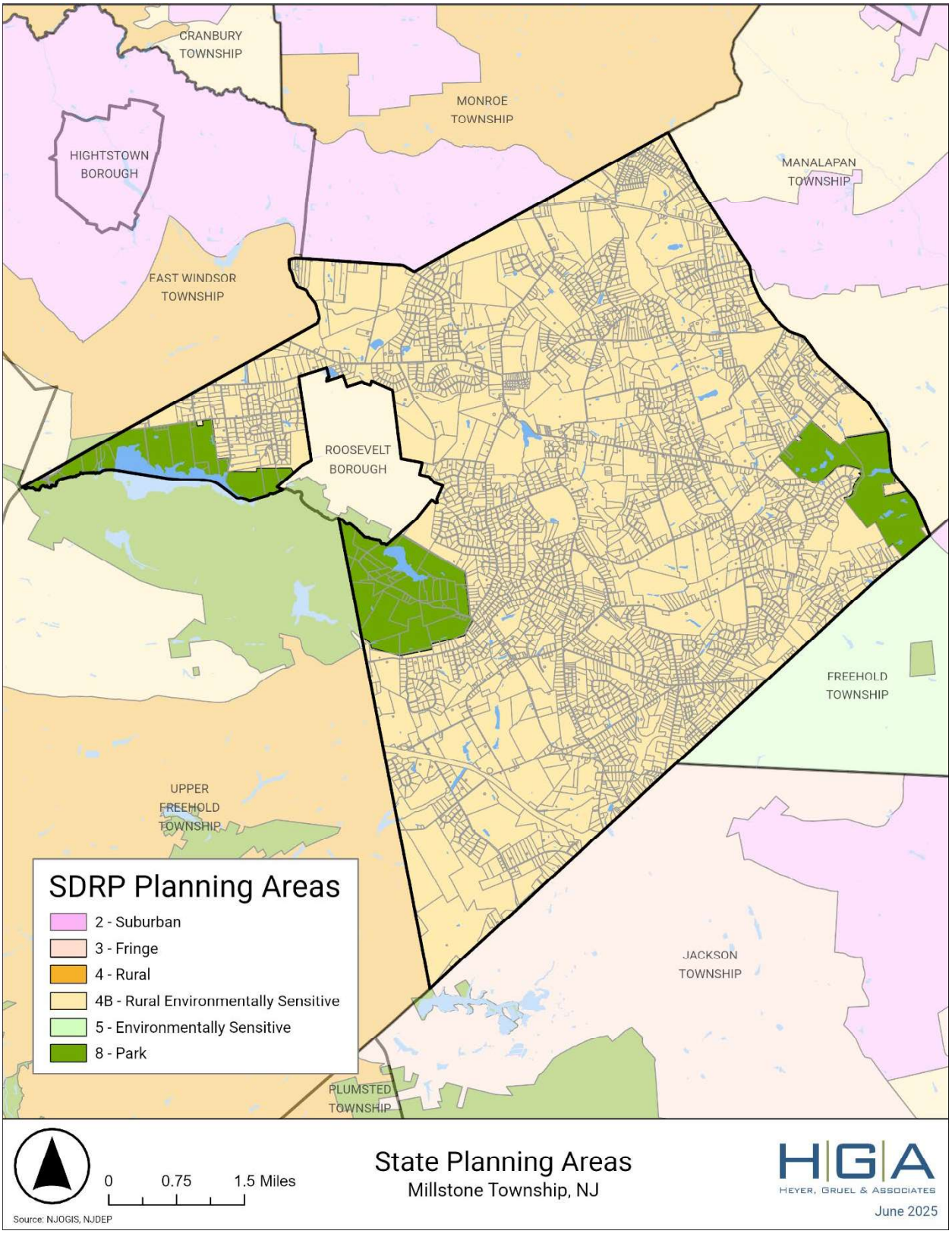
- Maintain the Environs as large contiguous areas of farmland and other lands.
- Revitalize cities and towns.
- Accommodate growth in Centers.
- Promote a viable agricultural industry.
- Protect the character of existing, stable communities.
- Confine programmed sewers and public water services to Centers.

The policy objectives for the Rural Environmentally Sensitive Planning Area are those of the Environmentally Sensitive Planning Area (PA5). Relative objectives include:

- **Land Use:** Protect natural systems and environmentally sensitive features by guiding development and redevelopment into Centers and establishing Center Boundaries and buffers and greenbelts around these boundaries. Maintain open space networks, critical habitat and large contiguous tracts of land in the Environs by a variety of land use techniques. Development and redevelopment should use creative land use and design techniques to ensure that it does not exceed the capacity of natural and infrastructure systems and protects areas where public investments in open space preservation have been made. Development and redevelopment in the Environs should maintain and enhance the natural resources and character of the area.

- **Housing:** Provide for a full range of housing choices primarily in Centers at appropriate densities to accommodate projected growth. Ensure that housing in general—and in particular affordable, senior citizen, special needs and family housing—is developed with access to a range of commercial, cultural, educational, recreational, health and transportation services and facilities. Focus multi-family and higher-density, single-family housing in Centers. Any housing in the Environs should be planned and located to maintain or enhance the cultural and scenic qualities and with minimum impacts on environmental resources.

The proposed mechanisms to meet the Township's Fourth Round Obligation are consistent with the goals and objectives of the State Plan. Millstone is highly constrained by sensitive environmental features and lacks any public sewer or water within its boundaries. Therefore, the proposals to complete 100% affordable units and capitalize on bonus credit opportunities are appropriate as they ensure limited disturbance and help to focus development in appropriate locations.


CRANBURY TOWNSHIP
MONROE TOWNSHIP
HIGHTSTOWN BOROUGH
MANALAPAN TOWNSHIP
EAST WINDSOR TOWNSHIP
ROOSEVELT BOROUGH
FREEHOLD TOWNSHIP
UPPER FREEHOLD TOWNSHIP
JACKSON TOWNSHIP
PLUMSTED TOWNSHIP
SDRP Planning Areas
2 - Suburban
3 - Fringe
4 - Rural
4B - Rural Environmentally Sensitive
5 - Environmentally Sensitive
8 - Park
0
0.75
1.5 Miles
Source: NJOGIS, NJDEP
State Planning Areas
Millstone Township, NJ
HGA
Heyer, Gruel & Associates
June 2025

MULTIGENERATIONAL FAMILY HOUSING CONTINUITY COMMISSION

A previous amendment to the Fair Housing Act requires "an analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of section 1 of P.L.2021, c.273 (C.52:27D-329.20)." As of the date of this Housing Plan there have been no recommendations by the Multigenerational Family Housing Continuity Commission in which to provide an analysis.

SPENDING PLAN

A Spending Plan has been prepared in accordance with the provisions of the amended Fair Housing Act. A municipality may not spend or commit to spend any affordable housing development fees, including Statewide non-residential fees collected and deposited into the municipal affordable housing trust fund, without first obtaining the approval of the expenditure as part of its compliance certification. It is expected the Spending Plan will be adopted by the Township Committee at their June 25th meeting, and that such Spending Plan will be submitted as part of the Township's compliance package to the Program. It is expected that the Spending Plan will be adopted at the Township Committee's June 2025 meeting.

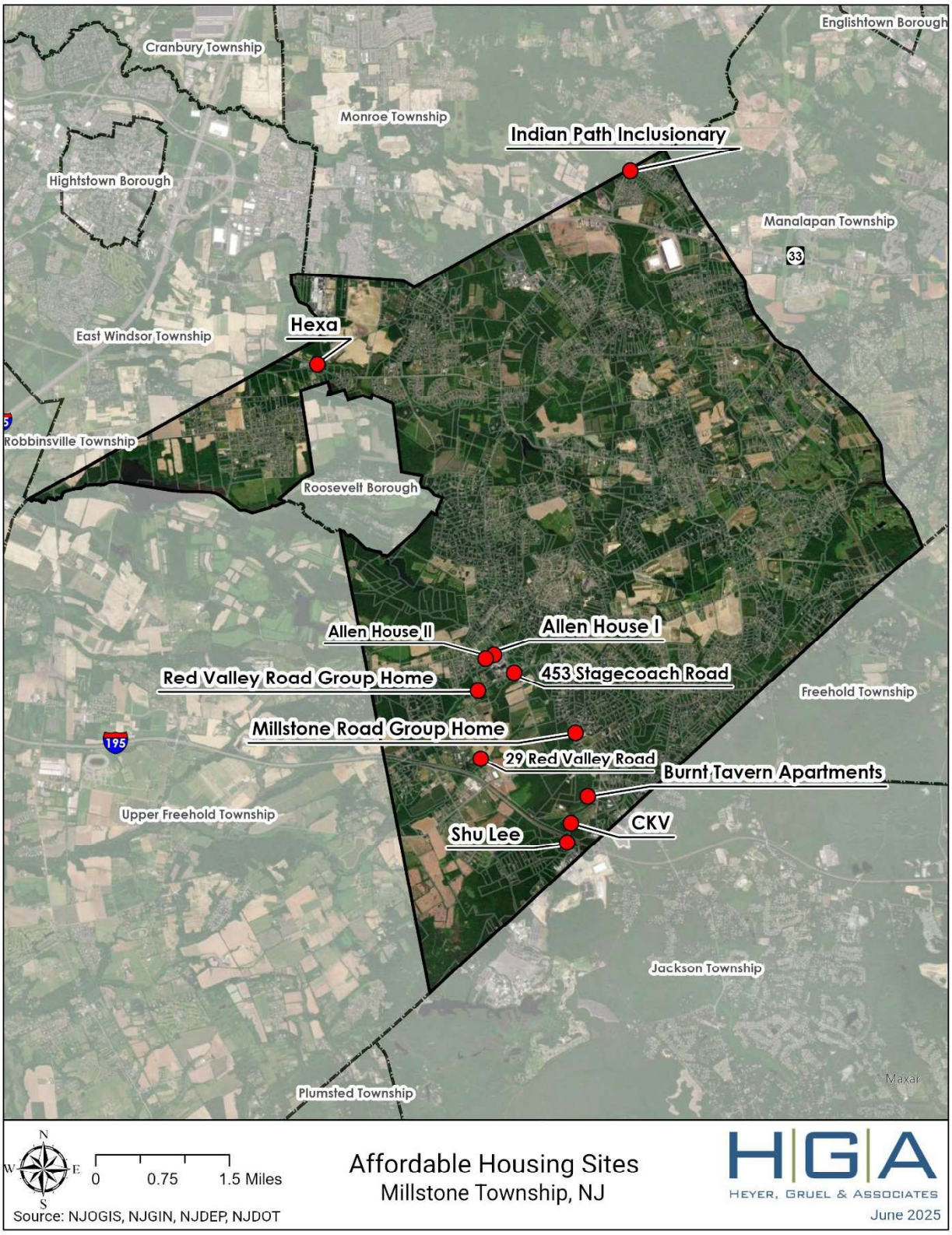
CONSIDERATION OF LANDS OFFERED FOR INCLUSIONARY DEVELOPMENT

The Township considered all the proposals for affordable housing that it received. Ultimately, the Township elected to pursue 100% projects that would allow the Township to plan for the provision of affordable housing, take the community's significant environmental constraints into consideration, and provide the project developers with the flexibility to capitalize on various sources of funding.

The courts have recognized that "[a] municipality need not satisfy its responsibility by zoning for the construction of four marketplace units for every one lower price unit to be built" and have looked for other ways to comply without such inefficiencies. Millstone's plan is illustrative of efforts to meet an obligation without relying on the provision of inclusionary development, which proves difficult in a community like Millstone that lacks public water or sewer infrastructure. Millstone has demonstrated success with constructing 100% affordable developments to address most of its Prospective Need obligations, as has been made clear through the review in this Plan of the previous mechanisms.

SUMMARY OF ROUND FOUR COMPLIANCE

Millstone Township Summary of Round Four Compliance		
Fourth Round Obligation: 98	**Units**	**Bonus Credit**
Shu Lee – Family Rental Block 57.01 Lot 21.02; 14 Novad Court	25	24
Allen House III – Senior Rental Block 51 Lot 1; 453 Stagecoach Road	10	-
29 Red Valley Road – Family Rental Block 53 Lot 3.05	40	-
Sub-Totals	*75*	*24*
Fourth Round Total	**99**	


Englishtown Borough
Cranbury Township
Monroe Township
Indian Path Inclusionary
Hightstown Borough
Manalapan Township
33
East Windsor Township
Hexa
Robbinsville Township
Roosevelt Borough
Allen House II
Allen House I
453 Stagecoach Road
Red Valley Road Group Home
Freehold Township
Millstone Road Group Home
195
29 Red Valley Road
Burnt Tavern Apartments
Upper Freehold Township
CKV
Shu Lee
Jackson Township
Maxar
Plumsted Township
N
W
E
S
0
0.75
1.5 Miles
Source: NJOGIS, NJGIN, NJDEP, NJDOT
Affordable Housing Sites
Millstone Township, NJ
HGA
Heyer, Gruel & Associates
June 2025

Appendix A

2003 COAH Compliance Report and Resolution Granting Substantive Certification

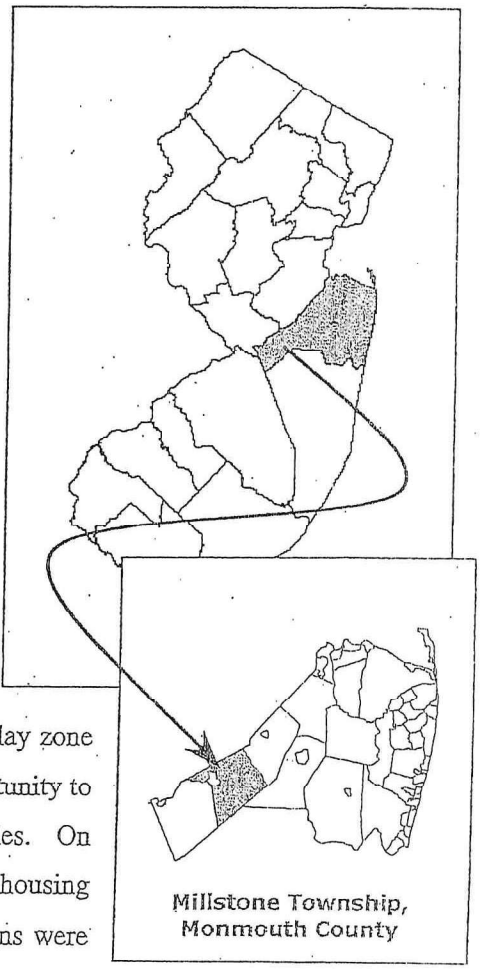
COAH Compliance Report
Millstone Township, Monmouth County
Region #4
Prepared By
Angela Y. Goode
September 24, 2003

I. INTRODUCTION

On May 23, 2003 Millstone Township petitioned the Council on Affordable Housing (COAH) for substantive certification of its housing element and fair share plan to address its second-round affordable housing obligation of 99 units, which consists of an 81-unit new construction obligation and an 18-unit rehabilitation obligation. Millstone published notice of its petition in The Asbury Park Press on March 27, 2003. During the 45-day objection period, which ended May 12, 2003, COAH received no objections to the plan.

II. BACKGROUND

Millstone Township received first-round substantive certification of its housing element and fair share plan from COAH on March 20, 1995. Millstone's certified first-round plan addressed the township's 11-unit affordable housing obligation. The township adopted a housing element and fair share plan addressing its second-round obligation on November 30, 1994 and petitioned COAH for substantive certification on March 5, 1995. There were no objections to the housing element and fair share plan. COAH staff issued a report Requesting Additional Information on May 13, 1998.



On May 17, 2000 the township adopted an amended housing element and fair share plan and repetitioned for substantive certification on June 1, 2000. COAH did not receive any objections during the subsequent 45-day objection period, which ended on July 7, 2000. The May 2000 plan requested a durational adjustment and proposed an overlay zone to address unmet need. Subsequently, the township discovered an opportunity to develop two rental properties and took steps to acquire those properties. On March 23, 2003, Millstone Township adopted a revised amended housing element and fair share plan and again repetitioned COAH. No objections were received during the 45-day objection period, which ended on May 12, 2003. It is this plan, which is the subject of this compliance report.

III. HOUSING AND DEMOGRAPHIC ANALYSIS

Millstone Township is located in the western portion of Monmouth County. The township is bounded on the West by East Windsor, Mercer County, and the Monmouth County municipalities of Roosevelt Borough and Upper Freehold Township; on the South by Jackson Township, Ocean County; Freehold and Manalapan Townships of Monmouth County on the East; and by Monroe Township, Middlesex County on the North.

According to the 1990 census, the township's 5,069 residents were housed in 1,574 year-round housing units. As of 1989, median income in the township was $56,655. Approximately eighty seven percent of occupied housing units were owner occupied. Nearly 58% of the housing stock was constructed after 1970. Median household value was $252,400 and median monthly rent was $517.

Millstone's plan states that of the township's 1,210 owner-occupied units, 1.5 percent were affordable to low income households of the region and 3.4 percent to moderate income households. Ninety percent of the 90 renter occupied units were affordable to low-income households with sixty-two percent being affordable to moderate income households.

A review of Millstone's housing element indicates that sufficient information was submitted regarding housing stock, demographic characteristics, employment characteristics and population trends to satisfy the requirements of N.J.A.C. 5:93-5.1(b)(1) through (4).

IV. PLANNING AREAS

The majority of land (90%) in Millstone Township is categorized as Planning Area 4a (PA 4) as defined by the New Jersey State Development and Redevelopment Plan (SDRP). A scant six acres are identified as Planning Area 3 with the remainder of land being classified as parklands. COAH rules require that units eligible for credits in Planning Area 4 be in centers designated by the State Planning Commission (SPC), unless the units are in a non-inclusionary development, such as an alternative living arrangement, accessory apartments or RCAs.

V. CREDITS AND REDUCTIONS

Millstone Township has requested thirteen credits and six rental bonuses for housing units previously rehabilitated or constructed. Millstone requests credit for three units that were rehabilitated under the Monmouth County Community Development Program (MCCDP). However, at the writing of this report, sufficient information had not been submitted for the three units with regard to COAH requirements

regarding owner eligibility, major systems repair, code compliance, deed restrictions, and average unit expenditures. **[0 rehabilitation credits]**

Millstone is eligible to receive six prior cycle credits for alternative living arrangements constructed between April 1, 1980 and December 14, 1986. The Red Valley Road group home and Millstone Road group homes are licensed by the Division of Developmental Disabilities (DDD). The Red Valley Road group home received its certificate of occupancy in 1986. The Millstone Road group home was first occupied in 1984. The operator of the homes extracts its clientele from the DDD waiting list, which by its eligibility standards, is made up of entirely low-income persons.
[6 prior cycle credits]

In addition, Millstone seeks credit for six units constructed as part of the inclusionary Indian Path development. The six family rental units were constructed as relocation housing for six households that were living in substandard housing on the project site prior to development. These units are administered by the Housing Affordability Service (HAS). HAS confirms that the units are affirmatively marketed, occupied by low income eligible households, have the appropriate deed restrictions in place, and are rented at rates affordable as per COAH regulations. The units received a certificate of occupancy in 1992. N.J.A.C. 5:93- 5.15(d) allows municipalities to receive one full bonus credit for each complying affordable rental unit that is not age restricted. As such, these units are also eligible for 6 rental bonus credits.
[6 new construction + 6 rental bonus credits]

VI. RENTAL COMPONENT FORMULA

N.J.A.C. 5:93-5.15(a) requires that every municipality has an obligation to provide a realistic opportunity for the creation of rental units. In Millstone, the rental obligation is calculated pursuant to the following formula:

.25 (precredited need - prior cycle credits – the 20 percent cap – the 1,000-unit limit
– the rehabilitation component)
.25 (99 – 6 – 0 – 0 – 18) = .25 (75) = 19

Millstone has a rental obligation of 19 units. Rental units that are not age restricted may be eligible for one-for-one bonus credits pursuant to N.J.A.C. 5:93-5.15(d)

VII. AGE-RESTRICTED UNITS FORMULA

Millstone Township may age-restrict 25 percent of its obligation pursuant to N.J.A.C. 5:93 –6.1(b)1 and the following formula:

.25 (precredited need – prior cycle credits – rehabilitation credits –
the impact of 20 percent cap – the impact of 1,000 unit limitation) – first round age-restricted units.

.25 (99 – 6 – 0 – 0 – 0) – 0 = 23 units

Millstone Township may age-restrict up to 23 units in its plan. Rental units that are age-restricted may be eligible for a one and one-third bonus pursuant to N.J.A.C. 5:93–5.15(d)2.

The township has not proposed any age-restricted units in this plan.

VIII. REGIONAL CONTRIBUTION AGREEMENT (RCA) FORMULA

Pursuant to N.J.A.C. 5:93–6.1, Millstone may transfer up to 50 percent of its affordable housing obligation in the form of an RCA according to the following formula:

.50 (precredited need – prior cycle credits – rehabilitation credits– the impact of the 20 percent cap – the impact of the 1,000 unit limitation) – any units transferred as a result of a previously approved RCA.

.50 (99 – 6 – 0 – 0 – 0) – 0 = .50 (93) = 46 units.

Millstone may transfer up to 46 units as part of an RCA.

IX. HOUSING ELEMENT AND FAIR SHARE PLAN

Millstone Township's second round affordable housing obligation consists of 99 units, which includes an 81-unit new construction obligation and an 18-unit rehabilitation obligation. This obligation is reduced by one rehabilitation credit, six prior cycle credits, six new construction credits, and six rental bonuses as described by section V of this report. Millstone's remaining affordable housing obligation consists of 17 rehabilitation units and 16 new construction units. The Township's housing element and fair share plan addresses this obligation as follows:

A. Rehabilitation Program

Millstone's 18-unit rehabilitation component will be addressed through a 18-unit rehabilitation program to be administered by Monmouth County Community Development Program (MCCDP). MCCDP

operates an ongoing rehabilitation program for several townships in Monmouth County. The County program staff is experienced in ensuring that the rehabilitated units meet the requirements of N.J.A.C. 5:93-3.4. The township provided a copy of their ongoing contract with MCCDP. Affordability controls in the form of a deed restriction will be six years on owner-occupied units and 10 years on rental units. Millstone must continue to provide $10,000 per unit and expend an average of $8,000 per rehabilitation on hard costs. The township submitted a resolution of intent to bond, dated March 5, 2003, to cover any funding shortfall in this program. Millstone must adhere to the following minimum funding schedule pursuant to N.J.A.C. 5:93–5.2:

Year	Units	Amount
2004	6	$ 60,000
2005	3	$ 30,000
2006	3	$ 30,000
2007	3	$ 30,000
2008	3	$ 30,000
Total	18	$180,000

[18-unit rehabilitation program]

B. New Construction Program

Millstone proposes addressing its remaining 66-unit new construction obligation through an alternative living arrangement, single-family rental property, rental bonuses, and a 46-unit RCA.

1. Alternative Living Arrangement

Millstone proposes a nine-bedroom group home in it plan. It will be located at 25 Burnt Tavern Road (Block 57, Lots 16.01) and will be renovated and managed by the Monmouth County Housing Alliance (MCHA). MCHA is an experienced non-profit organization that develops and manages affordable housing. The township owns the property and has entered into a 50-year lease with MCHA dated January 6, 2003. The property will be operated as a Class A boarding home. Additionally, Millstone will attach a 30-year deed restriction to the property. As such, and in accordance with N.J.A.C. 5:93 – 5:15(d), the project will be eligible for 9 rental bonus credits. **[9 credits + 9 rental bonus credits]**

2. Single Family Rental

Millstone will also utilize the services of MCHA to administer a single-family rental property in the township. The township has entered into a 50-year lease with MCHA and will attach a 30-year deed restriction to the property. The home will be rented to a low-income family. The property is eligible for one credit and, pursuant to N.J.A.C. 5:93 – 5.15(d), one rental bonus credit. **[1 unit + 1 rental bonus credit]**

C. Regional Contribution Agreement (RCA)

COAH approved a regional contribution agreement between Millstone and the City of Asbury Park on April 4, 2001. The agreement transfers 46 units of affordable housing to the city to fund its scattered site rehabilitation program. The contract calls for a transfer of $20,000 per unit, for a total contribution of $920,000. Payments are being phased over a five-year period with $200,000 in the first year and $180,000 in each of the four subsequent years. **[46 unit RCA]**

Summary: 1987–1999 Affordable Housing Obligation and Proposed Fair Share Plan

Cumulative Obligation	99 units
New Construction	81 units
Rehabilitation	18 units
Credits	
Prior Cycle	6 units
Completed Units	6 units (Indian Path)
Rental Bonuses	6 units
Remaining Obligation	
New Construction	63 units
Rehabilitation	18 units
Fair Share Plan	
New Construction	
Alternative Living Arrangement - MCHA	9 rental units
Rental - MCHA	1 rental unit
Rental bonuses – MCHA	10 rental bonuses
RCA	46 units
Rehabilitation	
Ongoing Rehabilitation Program	18 rehabilitation units
Fair Share Plan Total	**84 new construction units, rental bonuses, and RCAs** **18 rehabilitation units**

The Millstone plan produces a new construction surplus of three units.

X. DEVELOPMENT FEE ORDINANCE

On May 5, 1993, Millstone Township received approval from COAH to adopt a development fee ordinance to collect development fees for affordable housing purposes. Millstone has submitted a development fee spending plan that is reviewed in a separate report. The township must submit a draft escrow agreement within 45 days of substantive certification. As of December 31, 2001, the township reports a total of $713,504.52 in its development fee account.

XI. SPENDING PLAN

Millstone submitted a spending plan that is reviewed in a separate report.

XII. ADMINISTRATIVE ENTITY AND AFFIRMATIVE MARKETING PLAN

Millstone has provided COAH with an affirmative marketing ordinance that meets COAH standards as per N.J.A.C. 5:93 -11. Millstone must adopt this ordinance within 45 days of COAH's grant of substantive certification. The township will continue to utilize the services of the Monmouth County Community Development Program to administer its rehabilitation program. HAS will continue to administer the existing Indian Path development and any future inclusionary developments. The Monmouth County Housing Alliance (MCHA) will act as administrator for the group home and single-family rental property.

XIII. FAIR SHARE ORDINANCE

Millstone has submitted a draft fair share ordinance which complies with COAH's rules per N.J.A.C. 5:93 et seq. The township must adopt this ordinance within 45 days of COAH's grant of substantive certification.

XIV. RECOMMENDATION

Based on the review of Millstone's Housing Element and Fair Share Plan, the Township has addressed its cumulative obligation of 99 units which consists of an 81 unit new construction obligation and an 18-unit rehabilitation obligation through a rehabilitation program, six prior cycle credits, a 46-unit RCA, credits for six units from the Indian Path inclusionary development, nine alternative living arrangement bedrooms, one single family rental project, and sixteen rental bonuses. The Township's plan results in a 3-unit surplus. COAH staff recommends that Millstone Township be granted substantive certification.

3cd1

COPIED CORR
10/15 COMM AGENDA
REGULAR AGENDA
FYI

State of New Jersey
Council on Affordable Housing
101 South Broad Street
PO Box 813
Trenton NJ 08625-0813
(609) 292-3000

CC T|C ✓ 10-7-03 KL
MLS ✓
HLS

JAMES E. MCGREEVEY
Governor

SUSAN BASS LEVIN
Commissioner

LUCY VOORHOEVE
Executive Director

October 2, 2003

The Honorable William M. Nurko
Mayor, Millstone Township
P.O. Box 240
Perrineville, NJ 08535

Dear Mayor Nurko:

Congratulations!

Enclosed is a copy of the resolution approved by the Council on Affordable Housing (COAH) at the October 1, 2003 meeting that granted your municipality substantive certification. Please take note that all implementing ordinances must be adopted no later than 45-days from the grant of substantive certification and a copy of the adopted ordinances must be submitted to COAH within seven days of its adoption.

If you have any questions, or need further information, please call Angela Goode, COAH planner, at (609) 292-4553.

Sincerely,

Lucy Voorhoeve

Lucy Voorhoeve
Executive Director

enclosure
c: attached service list
Angela Goode, COAH planner

OCT - 6 2003

CURR

Millstone Township/Monmouth County (Updated 7/8/03)

The Honorable William M. Nurko
Millstone Township
P.O. Box 240
Perrineville, NJ 08535

Maria Dellasala, Clerk
Millstone Township
P.O. Box 240
Perrineville, NJ 08535

Duane O Davison, Esq.
100 Willowbrook Road
Bldg. 1
Freehold, NJ 07728

Stanley C. Slachetka, P.P.
T& M Associates
Eleven Tindall Road
Middletown, NJ 07748-2792

Millstone Township Planning Board
Millstone Township
P.O. Box 240
Perrineville, NJ 08535

James V. Pickering, Jr., Manager
Millstone Township
P.O. Box 240
Perrineville, NJ 08535

State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
101 SOUTH BROAD STREET
PO BOX 813
TRENTON NJ 08625-0813
(609) 292-3000
(609) 633-6056 FAX

JAMES E. McGREEVEY
Governor

SUSAN BASS LEVIN
Commissioner
MAUREEN C. FULLAWAY
Executive Director

COAH SUMMARY FACT SHEET - 1987-1999

1. Municipality Millstone Township
County Monmouth
Region 4
Planning Area 4

2. Dates

Petition for Certification	03/15/95
Report Requesting Information	05/13/98
Repetition	06/01/00
Second Repetition	05/23/03
COAH Compliance Report	08/21/03
Substantive Certification	10/01/03

3. Staff Reviewer Angela Y. Goode

4. **1987-1999 Cumulative Obligation**

Precredited Need	99
New Construction Obligation	81
Rehabilitation Obligation	18
Prior Cycle Credits	- 6
Credits for Activity Subsequent to 12/15/86 (N.J.A.C. 5:93 – 3.3)	- 6
Rental Bonus Credits	- 6

Total Remaining Obligation

Rehabilitation	18
New Construction	63

5. **Fair Share Plan:**

Monmouth County Community Development Rehabilitation Program	18
Monmouth County Housing Alliance (Group Home)	9
Rental Bonuses	9
Single family Rental	1
Rental Bonus	1
Regional Contribution Agreement (RCA)	46

Three Unit Surplus +3

Recommendation
Grant Substantive Certification

EXECUTIVE SUMMARY
MILLSTONE TOWNSHIP/MONMOUTH COUNTY

Millstone Township's 1987-1999 cumulative precredited need is 99 units, including a rehabilitation obligation of 18 units and a new construction obligation of 81 units. Millstone received certification of its first round housing element and fair share plan on December 7, 1987. The township petitioned the Council on Affordable Housing (COAH) for second round substantive certification on March 15, 1995. In response to a COAH Report Requesting Additional Information that was issued on May 13, 1998, the borough re-petitioned COAH with an amended plan on June 1, 2000.

The June of 2000 plan requested a durational adjustment and proposed an overlay zone to address unmet need. Subsequently, the township discovered an opportunity to develop two rental properties and took steps to acquire those properties. On May 23, 2003, Millstone Township submitted its second and final re-petition to COAH.

Millstone meets its obligation with an 18 unit rehabilitation program, six prior cycle credits for alternative living arrangements, credit for six units constructed as part of the inclusionary Indian Path development which also qualifies for six rental bonus credits, a proposed nine-bedroom group home that also qualifies for nine rental bonus credits, a one-unit single family rental which is eligible for one rental bonus credit, and a 46-unit Regional Contribution Agreement (RCA) with Asbury Park. Millstone's plan provides a total of 84 affordable units, giving the township a 3-unit surplus

Staff recommends the grant of substantive certification to the Township of Millstone.

RESOLUTION GRANTING SUBSTANTIVE CERTIFICATION

NO: 213-99

WHEREAS, the Township of Millstone, Monmouth County, petitioned the Council on Affordable Housing (COAH) on March 15, 1995 for substantive certification of a housing element and fair share plan which addresses its 1987-1999 cumulative need in accordance with N.J.S.A. 52:27D-313 and N.J.A.C. 5:93-1 et seq.; and

WHEREAS, the Township of Millstone published notice of its petition in the Asbury Park Press, which is a newspaper of general circulation within the region, on March 5, 1995 pursuant to N.J.S.A. 52:27D-313 and N.J.A.C. 5:91-4.3; and

WHEREAS, the petition for substantive certification initiated a 45-day objector period pursuant to N.J.A.C. 5:91-1 et seq.; and

WHEREAS, COAH received no objections to the Millstone Township plan; and

WHEREAS, in response to a COAH Report Requesting Additional Information that was issued on May 13, 1998, the Township of Millstone adopted an amended petition and published notice of its re-petition on May 23, 2000, and re-petitioned on June 1, 2000; and

WHEREAS, the re-petition for substantive certification initiated a 45-day objector period pursuant to N.J.A.C. 5:91-1 et seq.; and

WHEREAS, COAH received no objections to the re-petitioned Millstone Township plan; and

WHEREAS, the June 2000 plan requested a durational adjustment pursuant to N.J.A.C. 5:93 – 4.3 and proposed an overlay zone to address unmet need; and

WHEREAS, subsequently, the Township of Millstone discovered an opportunity to develop two rental properties and took steps to acquire those properties; and

WHEREAS, the Planning Board of the Township of Millstone adopted an amended housing element and fair share plan on December 11, 2002; and

WHEREAS, the governing body of the Township of Millstone adopted a resolution to re-petition COAH with a second amended housing element and fair share plan on May 23, 2003; and

WHEREAS, on May 23, 2003, Township of Millstone submitted its second and final re-petition to COAH; and

WHEREAS, the Township of Millstone published notice of its re-petition in the Asbury Park Press, which is a newspaper of general circulation within the county, on March 27,2003 pursuant to N.J.S.A. 52:27D-313 and N.J.A.C. 5:91-4.3; and

WHEREAS, the re-petition for substantive certification initiated a 45-day objector period pursuant to N.J.A.C. 5:91-1 et seq.; and

WHEREAS, COAH received no objections to the Millstone Township re-petition; and

WHEREAS, COAH staff reviewed the Township of Millstone's amended housing element and fair share plan; and

WHEREAS, the May 2003 plan eliminated the need for a durational adjustment; and

WHEREAS, on August 21, 2003 COAH staff issued a COAH Compliance Report (attached hereto as Exhibit A and incorporated herein) which was distributed to the Millstone service list for comment; and

WHEREAS, no comments on the COAH Compliance Report were received by COAH; and

WHEREAS, the Millstone Township fair share plan includes six prior cycle credits for alternative living arrangements, credit for six units constructed as part of the inclusionary Indian Path development which also qualifies for six rental bonus credits, a proposed nine-bedroom group home that also qualifies for nine rental bonus credits, a single family rental project which is eligible for one rental bonus credit, and a 46-unit Regional Contribution Agreement (RCA) with the Monmouth County municipality of Asbury Park for a total of 84 credits and bonuses; and

WHEREAS, COAH approved the RCA between Millstone Township and Asbury Park on April 4, 2001; and

WHEREAS, the Township of Millstone has on ongoing contract with the Monmouth County Community Development Program to rehabilitate units affordable to low and moderate income households in accordance with N.J.A.C. 5:93-3.4.

NOW THEREFORE BE IT RESOLVED that COAH finds that the housing element submitted by the Township of Millstone comports with the standards set forth at N.J.S.A. 52:27D-314 and is consistent with the rules and criteria adopted by COAH; and

BE IT FURTHER RESOLVED that COAH hereby grants substantive certification to the Township of Millstone; and

BE IT FURTHER RESOLVED that the Township of Millstone shall adopt its fair share and affirmative marketing ordinances within 45 days from the grant of substantive certification; and

BE IT FURTHER RESOLVED that any changes in the facts upon which this certification is based or any deviation from the terms and conditions of this certification affecting the ability of the

Township of Millstone to provide for its fair share of low and moderate income housing, and which the Township of Millstone fails to remedy, may render this certification null and void.

I hereby certify that this resolution was duly adopted by the Council on Affordable Housing at its public meeting on October 1, 2003.

Renee Reiss

Renee Reiss, Secretary
Council on Affordable Housing

TOWNSHIP OF MILLSTONE AND CITY OF ASBURY PARK

REGIONAL CONTRIBUTION AGREEMENT
PURSUANT TO N.J.S.A. 52:27D-301 *et seq.*

This Agreement made this 20th day of September 2000 between the Township of Millstone (the "Township" or "Sending Municipality") in the County of Monmouth and the City of Asbury Park (the "City" or "Receiving Municipality") in the County of Monmouth.

WHEREAS, Millstone Township in the County of Monmouth in the State of New Jersey, by virtue of the New Jersey Supreme Court decisions in Southern Burlington N.A.A.C.P. vs. Mount Laurel Township, 67 N.J. 151 (1975) ("Mount Laurel I") and Southern Burlington N.A.A.C.P. vs. Mount Laurel Township, 92 N.J. 158 (1983) ("Mount Laurel II"), and the provisions of the Fair Housing Act, N.J.S.A. 52:27D-301 *et seq.*, is obligated to provide a reasonable opportunity for the creation of housing for persons of low and moderate income; and

WHEREAS, the Fair Housing Act N.J.S.A. 52:27D-301 *et seq.*, permits the transfer through voluntary agreement between two municipalities of up to 50 percent of a municipal low and moderate income housing obligation as defined therein to another municipality within the same region; and

WHEREAS, the Township and the City are within the same region as defined by the New Jersey Council on Affordable Housing ("COAH"); and

WHEREAS, the Township desires to transfer up to 46 units, but in no event less than 36 units of its low and moderate income housing obligation, as defined in the Fair Housing Act, to the City and is willing to contribute $20,000.00 per unit to rehabilitate such housing; and

WHEREAS, the City has at least 46 units of deteriorated housing that would be appropriate, in light of applicable law, to rehabilitate pursuant to a Regional Contribution Agreement ("RCA" or "Agreement") and is willing to ensure that such units of deteriorated housing will be brought up to code and satisfy all other applicable requirements of law based upon receipt of $20,000.00 per unit; and

WHEREAS, the City has public transportation and employment opportunities accessible to the housing which is the subject of this Agreement.

NOW, THEREFORE, in consideration of the exchange of mutual promises and for the further consideration recited below, the Township and the City agrees as follows:

ARTICLE 1: TRANSFER OF HOUSING OBLIGATION

The Township will transfer to the City up to 46 units of its low and moderate income housing obligation as established pursuant to the Fair Housing Act, and agrees to pay the City $20,000.00 per unit of housing transferred according to the payment schedule defined in Article 2 of this Agreement. These units in conjunction with (a) the units transferred via RCA in the first housing cycle and (b) the units being transferred through the RCA represent 50 percent or less of the Township's fair share obligation for its second cycle.

The City shall rehabilitate up to 46 units of housing, of which at least 50 percent shall be affordable to low income households as defined by COAH and the balance affordable to moderate income households.

ARTICLE 2: RESPONSIBILITIES OF THE TOWNSHIP OF MILLSTONE

(A) The Township agrees to make contributions to the City of $20,000.00 per unit of low and moderate income units to be rehabilitated pursuant to this Agreement for a total contribution of up to $920,000.00. These funds shall be paid to the City in accordance with the schedule set forth in Article 2(B) of this Agreement, which schedule has been developed and agreed upon by The Township and the City.

(B) In the event that it is determined that this Agreement pertains to 49 units, The Township will provide the funds set forth above according to the following schedule of payments:

PAYMENT	AMOUNT	DATE OF PAYMENT
1	$200,000	Payment of $200,000 will be made to the City on the "start date" which shall be the later of 60 days from the granting by COAH of substantive certification of the cumulative Housing Element and Fair Share Plan of the Township. This payment will

		be made for the rehabilitation of 10 units in accordance with all applicable law.
2	$180,000	Payment of $180,000 will be made to the City on the first anniversary of the start date. This payment will be made on that date or on the completion of the rehabilitation of the 9 units as is described in the paragraph above, whichever is earlier. This payment of $180,000 is for the rehabilitation of 9 units in accordance with all applicable law.
3	$180,000	Payment of $180,000 will be made to the City on the second anniversary of the start date. This payment will be made on that date or on the completion of the rehabilitation of the 9 units as is described in the paragraph above, whichever is earlier. This payment of $180,000 is for the rehabilitation of 9 units in accordance with all applicable law.
4	$180,000	Payment of $180,000 will be made to the City on the third anniversary of the start date. This payment will be made on that date or on the completion of the rehabilitation of the 9 units as is described in the paragraph above, whichever is earlier. This payment of $180,000 is for the rehabilitation of 9 units in accordance with all applicable law.
5	$180,000	Payment of $180,000 will be made to the City on the fourth anniversary of the start date. This payment will be made on that date or on the

completion of the rehabilitation of the 9 units as is described in the paragraph above, whichever is earlier. This payment of $180,000 is for the rehabilitation of 9 units in accordance with all applicable law.

(C) Notwithstanding anything to the contrary, the parties acknowledge that The Township intends to send 10 RCA units to Roosevelt Borough if (a) Roosevelt Borough undertakes a rehabilitation program and (b) an RCA between Roosevelt Borough and The Township receives COAH approval. The Township shall apprise the City of the precise RCA reduction, not in excess of 10 units, within 30 days of the foregoing 2 conditions being satisfied. Any reduction in the 46 RCA units provided for herein shall result in appropriate equal adjustments, to the extent practicable, to each of the 5 annual installments.

(D) The contributions and payment schedule defined in this Agreement ($20,000 per unit transferred to the City) are an obligation of The Township, regardless of whether the funds are obtained through developer contributions or are paid with general or other revenues of the Township.

(E) The Township will apply to the County of Monmouth and the New Jersey Council on Affordable Housing for the required approvals for this Agreement and the units to be rehabilitated hereunder.

ARTICLE 3: RESPONSIBILITIES OF THE CITY

The City agrees to take all necessary steps and to act in a diligent manner, to perform in good faith and to take all appropriate activities of a receiving municipality pursuant to the Fair Housing Act including, but not limited to the following:

(A) The City will develop a project plan that satisfies all applicable requirements of the New Jersey Council on Affordable Housing regarding the units that are the subject of this Agreement. The Township shall have the right to review said project plan and any amendment of said project plan; provided, however, that (1) the Township shall provide any comments, concerns, or requests for modifications within 30 days of receipt of any amendment to a previously approved project plan, and (2) the Township shall not seek changes to any aspect of a project plan or proposed amendment to said project plan that does not materially affect the Township's interests, as defined in this Agreement.

(B) The City will apply to the appropriate local, state and/or federal agencies for all required governmental approvals for this Agreement and the units to be rehabilitated hereunder.

(C) The City shall carry out or have carried out by qualified development entities the rehabilitation of the housing units to be provided under this Agreement in accordance with all applicable, local, state and federal rules and regulations.

ARTICLE 4: EXCESS FUNDS

(A) Any transferred funds not used in the program of rehabilitation shall be refunded to the Township. Pursuant to COAH rule N.J.A.C. 5:93-6.2, if the City can accomplish the housing activity approved as part of this project plan for less than the minimum per unit transferred as specified herein ($20,000 per unit), the difference between the cost of the housing activity and the minimum per unit transferred shall be used within the City. The use of any excess funds shall be subject to approval by COAH and may only be used to produce or rehabilitate low and/or moderate income units or for a capital expenditure ancillary to or benefiting low and moderate income households.

(B) All interest generated from the RCA funds and retained by the City may only be utilized for an eligible housing activity under COAH's rules and may not be used to exceed the 20 percent cap on administration.

(C) The City agrees to place all unencumbered funds received from The Township in a separately established interest-bearing account. All interest earned on this account shall be utilized in conformance with and to accomplish the purposes of this Agreement.

(D) The City may apply a portion of the funds received from The Township to defray the costs of administration incurred by the City in order to provide the housing units called for in this Agreement, within the guidelines established by COAH. In no event shall more than 20 percent of the funds be used for administrative costs.

(E) After the Township sends all the monies contemplated by this agreement and after the City completes all rehabilitations contemplated by this agreement, the City shall return to the Township any surplus funds it previously received.

(F) The City shall issue a monthly status report to COAH and the Township.

(G) The City shall ensure that any individual or household whose unit is rehabilitated pursuant to this Agreement shall execute a mortgage to ensure the continuing affordability of the units and to require the individual or household to reimburse the monies paid to rehabilitate the unit in the event the household violates the terms of the mortgage. If monies are reimbursed as a result of a violation, the City shall apply those monies to other units that are the subject of this Agreement.

(H) For scattered site rehabilitation of occupied units, the Receiving Municipality will expend a minimum average of $16,000 per unit for hard costs.

(I) The Receiving Municipality will establish a separate escrow account for all monies received pursuant to the RCA.

(J) The Receiving Municipality will enter into a separate agreement with COAH that permits COAH to effectively monitor disbursements of the funds received pursuant to the RCA.

ARTICLE 5: TERMS OF AGREEMENT

This Agreement shall have a term of six years, commencing on the later of (1) the date of approval of this Agreement by COAH or (2) the date COAH certifies the Township's cumulative plan. In the event of any delays in anticipated performance by the City, the term shall, to the extent permitted by COAH, be extended accordingly. The City shall make all reasonable efforts to satisfy its obligations under this Agreement within six years of the date of approval of this Agreement by COAH. The Township shall satisfy its obligations by issuance of payment to the City as specified in Article 2.

ARTICLE 6: REPORTS

The following reports will be the responsibility of the City:

(A) The City will file semi-annual reports with the Township, the New Jersey Housing and Mortgage Finance Agency and the New Jersey Council on Affordable Housing setting forth its progress in implementing this Agreement, as required by N.J.A.C. 5:92-11.2(e).

(B) The City will provide required reports to the New Jersey Council on Affordable Housing of the draw down of funds by the City under this Agreement.

ARTICLE 7: PROJECT PLAN

Housing to be provided hereunder will be developed in accordance with a project plan which the City will prepare and file with the New Jersey Housing and Mortgage Finance Agency (sometimes "HMFA") and the New Jersey Council on Affordable Housing. The City retains the right to amend said project plan, if necessary, to reflect changed conditions, subject to approval by the New Jersey Housing and Mortgage Finance Agency and the New Jersey Council on Affordable Housing. The Township agrees to accept any changes required by the New Jersey Housing and Mortgage Finance Agency and the New Jersey Council on Affordable Housing, provided it does not affect the number of credits generated by this Agreement to the Township's fair share obligation, or require any modification to the schedule or maximum payment contemplated by this Agreement and the payment schedule set forth in Article 2(B). In the event the Project Plan prepared and agreed upon by the City is not acceptable to COAH, the HMFA or the County of Monmouth, the City shall have the right to cancel or rescind this Agreement if and only if COAH permits the Township to substitute one or more RCA's for the units that would have otherwise been provided via this RCA.

ARTICLE 8: CREDIT TO THE HOUSING ELEMENT

The City of Asbury agrees that it shall not claim credit toward its low and moderate income housing obligation for any low or moderate income units, as defined by the Fair Housing Act, N.J.S.A. 52:27D-301 *et seq.*, created by the City pursuant to this Agreement, but that any and all such credit shall inure to the benefit of The Township. All housing provided pursuant to this Agreement will be permanently identified in the appropriate records of the City as having been constructed to meet the fair housing obligation of The Township.

ARTICLE 9: PROJECT PLAN APPROVALS

The Township and the City acknowledge that the project plan for housing hereunder must be submitted to and approved by the New Jersey Housing and Mortgage Finance Agency.

ARTICLE 10: MODIFICATION

The Township and the City agree that this Agreement shall not be modified without prior approval of the New Jersey Council on Affordable Housing and the New Jersey Housing and Mortgage Finance Agency.

ARTICLE 11: INCONSISTENCIES

This Agreement constitutes the entire Agreement between the parties and may only be modified by a duly authorized and approved written Supplemental Agreement. In the event of any inconsistences between this Agreement and any other document executed between The Township and the City, or any representations made by either party to the Agreement, this Agreement shall control.

ARTICLE 12: INTERPRETATION

This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey as well as the intent of the parties hereto, which intent is that The Township shall pay the funds specified herein to the City as contribution for the rehabilitation of low and moderate income housing units with the City, and that The Township shall receive in consideration therefor credit for each of the units that it shall pay to be rehabilitated by the City toward the Fair Share Housing obligation of The Township.

ARTICLE 13: FURTHER ASSURANCES

The Township and the City agrees to prepare and execute any further documents and to take any further action which may reasonably be required by the other in order to fully effectuate and implement the terms and conditions of this Agreement.

ARTICLE 14: CHANGE IN LAW

In the event of any change in law that diminishes the Township's fair share responsibilities, the Township shall have the right to modify this Agreement provided that the City has not committed funds pursuant to this Agreement to low and moderate income households.

ARTICLE 15: CHANGE IN PLAN OVER COURSE OF TOWNSHIP'S LITIGATION

The parties acknowledge that the Township and its planning board have adopted a housing element and fair share plan to address the Township's 12 year obligation and are in the process of seeking COAH's approval of same.

ARTICLE 16: EFFECTIVE DATE

The effective date of this Agreement shall be the later of (a) the date the Agreement shall have been executed by The Township and the City; (b) the date the Regional Contribution Agreement shall

have been approved by the County of Monmouth, the New Jersey Housing & Mortgage Finance Agency, and the New Jersey Council on Affordable Housing in conjunction with the Township's efforts to secure substantive certification for its cumulative Housing Element and Fair Share Plan.

IN WITNESS WHEREOF The Township and the City have affixed the signatures of their duly authorized officials the day and year first above written.

FOR THE TOWNSHIP OF MILLSTONE:

BONNIE DeVITIS, Township Clerk

CORY WINGERTER, Mayor

Authorized by Township Committee Resolution No. 00-163 Adopted 9/20/00

FOR THE CITY OF ASBURY PARK:

STEPHEN M. KAY, Clerk

KENNETH SAUNDERS, Mayor

Authorized by City Council Resolution No. Adopted : September 20, 200

RESOLUTION AUTHORIZING EXECUTION OF A REGIONAL CONTRIBUTION AGREEMENT BETWEEN MILLSTONE TOWNSHIP AND THE CITY OF ASBURY PARK.

WHEREAS, Millstone Township has a fair share obligation to provide housing opportunities to households of low and moderate income as established by the New Jersey Supreme Court and by the New Jersey Fair Housing Act, N.J.S.A. 52:27d-301 et seq.; and

WHEREAS, the Fair Housing Act provides that municipalities within the same housing region, as defined by the Council on Affordable Housing (COAH), may meet up to 50 percent of that obligation through a Regional Contribution Agreement (RCA), under which the sending municipality makes a cash payment to another municipality, known as the receiving municipality, which undertakes to provide low and moderate income housing which is credited toward the sending municipality's fair share obligation; and

WHEREAS, Millstone Township proposes to transfer up to 46 units, but in no event less than 36 units, of its fair share obligation, at a cost of $20,000.00 per unit, or $920,000.00 in the form of an RCA with the City of Asbury Park;

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Asbury Park and the Mayor of the City of Asbury Park be and the same hereby is authorized to execute such agreements and exhibits as may be necessary to effectuate said RCA; and

BE IT FURTHER RESOLVED that a copy of this Resolution certified by the City Clerk to be a true copy be forwarded to each of the following:

a. The Township Clerk of Millstone Township,

b. The Executive Director of COAH,

c. Duane O. Davison, Esq., Counsel to Township of Millstone;

d. James G. Aaron, Esq., City Attorney for the City of Asbury Park;

e. Chief Financial Officer of the City of Asbury Park.

ANSELL ZARO GRIMM & AARON
A PROFESSIONAL CORPORATION
LAWYERS AT LAW
1500 LAWRENCE AVENUE
P.O. BOX 1903
OCEAN, N.J. 07712
(732) 922-1700

I, STEPHEN M. KAY, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of a Resolution which was finally adopted by the City Council at a meeting held on the 20th day of September, 2000.

CERTIFIED BY ME THIS 21st DAY OF Sept., 2000.

STEPHEN KAY, CITY CLERK

cc: Above Listed

ANSELL ZARO
GRIMM & AARON
A Professional Corporation
COUNSELLORS AT LAW
[illegible] LAWRENCE AVENUE
P.O. BOX
OCEAN, N.J. 07712
(732) 695-[illegible]

LOMURRO, DAVISON, EASTMAN & MUÑOZ, P.A.
ATTORNEYS AT LAW

MONMOUTH EXECUTIVE CENTER
100 WILLOWBROOK ROAD
BUILDING I
FREEHOLD, NEW JERSEY 07728

(732) 462-7170
TELEFAX (732) 462-8955

E-Mail Address:
DDAVISON@LOMURROLAW.COM

DONALD M. LOMURRO *O*
DUANE O. DAVISON
EDWARD C. EASTMAN, JR. **
ROBERT E. MUÑOZ
ROBERT C. BLANK
ROBERT L. HEUGLE, JR. **
JULES S. LITTMAN
VERONICA M. DAVIS **
JAMES M. McGOVERN, JR. *O*

CERTIFIED BY THE SUPREME COURT OF N.J. AS A:
* CIVIL TRIAL ATTORNEY
O CRIMINAL TRIAL ATTORNEY
* MATRIMONIAL LAW ATTORNEY

GARY P. McLEAN
KEITH B. BANNACH
ELAINE STEIN
BETTINA E. MUNSON
HEIDI K. HOFFMAN
CHERYL K. BRUNNER
PETER J. ADDONIZIO
JAMES A. PAONE, II

OF COUNSEL

JOSEPH M. CLAYTON, JR.

September 14, 2000

James Boral, Director
Property Redevelopment
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

RE: Proposed RCA Between Millstone Township and City of Asbury Park

Dear Mr. Boral:

Enclosed herein please find a revised Regional Contribution Agreement between the Township of Millstone and the City of Asbury Park. There are two changes, one is merely form, the other substantive. The charges are:

1. The form change results in the City of Asbury Park being referred to consistently as "City" and Millstone Township being referred to consistently as "Township".

2. The substantive change is to reduce the maximum number of RCA units from 49 to 46 and the minimum number of RCA units from 39 to 36. The maximum number of RCA units that Millstone Township may send out is 46 and not 49.

If the Agreement is satisfactory, could you please have the appropriate Resolution adopted by your Mayor and Council and have an original and two copies of the Regional Contribution Agreement executed and returned to me for execution by Millstone Township?

If you should have any questions, please feel free to contact me.

Very truly yours,

DUANE O. DAVISON,
Millstone Township
Municipal Attorney

DOD/ma
enc.
cc: Millstone Township Committee
Bonnie DeVitis, Millstone Township Clerk
Thomas A. Thomas, Township Planning Consultant

* The Certified designation by the New Jersey Supreme Court is limited to attorneys who have demonstrated 1) substantial involvement in trial matters in Superior Court, 2) an unblemished reputation as attested to by judges and attorneys, and 3) substantial knowledge and continuing legal education shown by passing a special written examination on trial practice. Mr. Lomurro, Mr. Eastman, Mr. Heugle, and Mr. McGovern are Certified Civil Trial Attorneys. Mr. Lomurro and Mr. McGovern are also Certified Criminal Trial Attorneys. Ms. Davis is a Certified Matrimonial Law Attorney.

Appendix B

2019 Settlement Agreement with Fair Share Housing Center

AGREEMENT TO RESOLVE ISSUES BETWEEN THE TOWNSHIP OF MILLSTONE, FAIR SHARE HOUSING CENTER AND SHOWPLACE FARMS, LLC CONCERNING THE TOWNSHIP'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE TOWNSHIP SHALL SATISFY SAME[1]

In the Matter of the Application of the Township of Millstone and the Planning Board of the Township of Millstone, County of Monmouth Docket No. MON-L-2501-15

THIS SETTLEMENT AGREEMENT ("Agreement") made this 9/3/19 day of August, 2019, by and between:

TOWNSHIP OF MILLSTONE, a municipal corporation of the State of New Jersey, County of Monmouth, having an address of 470 Stagecoach Road, Millstone, New Jersey 08510 (hereinafter the "Township" or the "Municipality")

And

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

And

SHOWPLACE FARMS, LLC, having an address at 655 Park Avenue, Suite 2, Freehold, New Jersey 07728, (hereinafter "Showplace")

(Hereinafter collectively referred to as the "parties")

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

WHEREAS, the Township simultaneously sought and ultimately secured an Order protecting the Township from all exclusionary zoning law suits while it pursues approval of it's Fair Share Plan; and

WHEREAS, the immunity secured by the Township remains in place as of the date of this Agreement; and

[1] AUGUST 15, 2019



WHEREAS, the Trial Court appointed Michael P. Bolan, P.P., A.I.C.P. as the "Special Master" in this case as is customary in Mount Laurel matters; and

WHEREAS, with Mr. Bolan's assistance, the Township, FSHC and Showplace have engaged in good faith negotiations and have reached an amicable accord on the various substantive provisions, terms and conditions delineated herein; and

WHEREAS, through that process the Township of Millstone, FSHC and Showplace agreed to settle the litigation and present that settlement to the Trial Court recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of Trial and results more quickly in the construction of homes for lower income households; and

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

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

SETTLEMENT TERMS

1. The parties agree that the Municipality, through the adoption of a Fair Share Plan consistent with the terms and conditions of this Settlement Agreement, and the implementation of the Fair Share Plan and the Settlement Agreement, satisfies its obligations under the Mount Laurel Doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et. seq. for the Prior Round (1987 – 1999) and Third Round (1999 – 2025).

2. The parties agree that the Municipality's affordable housing obligations are as follows:

a. "Prior Round" obligation is 81.

b. Third Round Present Need/Rehabilitation Obligation is 20 Units

c. Third Round Prospective Need (1999-2015 and 2015-2025) is 231 Units

The parties agree that neither accepts the basis of the methodology or calculations proffered by the others expert consultants and agree to the terms hereof solely for the purposes of settlement of this litigation.

3. The parties agree that the Municipality's Prior Round obligation has previously been satisfied as follows:

See attached Schedule A

4. The parties agree that the Municipality's Third Round obligations will be addressed as follows:

a. The Township has a 20-unit Present Need/Rehabilitation obligation, and will work with Monmouth County or hire a separate entity to implement a rehabilitation program to address this component of its fair share in accordance with applicable law. The Borough acknowledges the rental component of this obligation and its requirement to fulfill the same under the terms of this agreement and will satisfy the rental component of its rehabilitation through the Monmouth County program or any other program as may be necessary.

b. The Township's Third Round Prospective Need of 231 Units shall be met as follows:

See attached Schedule A and Summary Compliance Table

5. The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:

I. BURNT TAVERN APARTMENTS:
17 BURNT TAVERN RD.
BL. 57, LOT 14.03
4 UNITS FAMILY RENTAL (2 VERY LOW, 2 LOW)

CONTROL

OWNED BY AFFORDABLE HOUSING ALLIANCE (AHA) BY DEED FROM MILLSTONE TOWNSHIP WITH PERPETUAL AFFORDABILITY RESTRICTION.
CURRENTLY UNDER CONSTRUCTION BEING DEVELOPED BY AFFORDABLE HOUSING ALLIANCE (AHA).

ADMINISTRATIVE MECHANISM TO INCOME QUALIFY AND ADMINISTER UNITS ONCE THEY ARE OCCUPIED.

MILLSTONE TOWNSHIP HAS ENGAGED THE AFFORDABLE HOUSING ALLIANCE AS ITS AFFORDABLE HOUSING ADMINISTRATOR. THE ADMINISTRATOR IS RESPONSIBLE FOR:

1. AFFIRMATIVE MARKETING.
2. HOUSEHOLD CERTIFICATION.
3. AFFORDABILITY CONTROLS.
4. RESALE AND RENTAL.
5. PROCESSING UNIT OWNER REQUESTS.
6. ENFORCEMENT.
7. UHAC ADMINISTRATIVE DUTIES.

FUNDING

NATIONAL STABILIZATION TRUST FUNDS (NSTF) AWARDED BY THE DEPARTMENT OF COMMUNITY AFFAIRS.

CONSTRUCTION SCHEDULE

UNDER CONSTRUCTION. COMPLETION EXPECTED IN THE FALL OF 2019.

SITE PLAN

PREPARED, SUBMITTED AND APPROVED.

MUNICIPAL APPROVALS

ALL RECEIVED AND CONSTRUCTION PERMITS ISSUED.

STATE AND FEDERAL APPROVALS

ALL RECEIVED AND CONSTRUCTION PERMITS ISSUED.

ENTITY RESPONSIBLE FOR MONITORING CONSTRUCTION

AFFORDABLE HOUSING ALLIANCE IS THE CONTRACTOR AND RESPONSIBLE FOR MONITORING CONSTRUCTION.

CURRENTLY UNDER CONSTRUCTION. COMPLETION SCHEDULED FOR THE FALL OF 2019.

II. ALLEN HOUSE II:
471 STAGECOACH ROAD
BL. 35, LOT 15
10 UNITS SR. CITIZEN RENTAL APTS. (5 LOW, 5 MODERATE)

CONTROL

OWNED BY MILLSTONE TOWNSHIP BY 2016 DEED FROM ESTATE OF ECKHARDT. TO BE DEVELOPED BY AFFORDABLE HOUSING ALLIANCE (AHA)
DEVELOPER'S AGREEMENT TO BE FINALIZED AND EXECUTED AS PART OF COMPLIANCE UPON COURT APPROVAL OF SETTLEMENT AGREEMENT.

ADMINISTRATIVE MECHANISM TO INCOME QUALIFY AND ADMINISTER UNITS ONCE THEY ARE OCCUPIED.

MILLSTONE TOWNSHIP HAS ENGAGED THE AFFORDABLE HOUSING ALLIANCE AS ITS AFFORDABLE HOUSING ADMINISTRATOR. THE ADMINISTRATOR IS RESPONSIBLE FOR:

1. AFFIRMATIVE MARKETING.

2. HOUSEHOLD CERTIFICATION.

3. AFFORDABILITY CONTROLS.

4. RESALE AND RENTAL.

5. PROCESSING UNIT OWNER REQUESTS.

6. ENFORCEMENT.

7. UHAC ADMINISTRATIVE DUTIES.

FUNDING

AFFORDABLE HOUSING ALLIANCE HAS PREPARED A PRO FORMA THAT WILL BE REVIEWED DURING THE COMPLIANCE PHASE OF THIS MATTER.

AFFORDABLE HOUSING ALLIANCE INTENDS TO APPLY TO THE SAME FUNDING SOURCES AS THEY HAVE PREVIOUSLY USED IN MILLSTONE TOWNSHIP AND OTHER MUNICIPALITIES INCLUDING HOUSING AND URBAN DEVELOPMENT 202 FUNDING, FEDERAL HOME LOAN BANK (FHLB), NATIONAL STABILIZATION TRUST FUNDS (NSTF) COUNTY AND/OR STATE "HOME" FUNDS OR LOW INCOME HOUSING TAX CREDITS (LIHTC).

IN THE EVENT OF A FUNDING SHORTFALL THE TOWNSHIP SHALL PROVIDE A STABLE ALTERNATIVE THROUGH MUNICIPAL BONDING. RESOLUTION TO BE FINALIZED AND EXECUTED AS PART OF COMPLIANCE UPON COURT APPROVAL OF SETTLEMENT AGREEMENT.

CONSTRUCTION SCHEDULE

SITE PLAN

CONCEPT SITE PLAN HAS BEEN PREPARED BY TOWNSHIP ENGINEER LEON S. AVAKIAN, INC. .

MUNICIPAL APPROVALS

APPLICATION FOR SITE PLAN APPROVAL IS ANTICIPATED TO BE SUBMITTED WITHIN FOUR (4) MONTHS FOLLOWING ENTRY OF JUDGMENT OF COMPLIANCE AND REPOSE WITH PRELIMINARY AND FINAL APPROVAL RECEIVED WITHIN FOUR (4) MONTHS THEREAFTER.

STATE AND FEDERAL APPROVALS

COUNTY PLANNING BOARD AND FREEHOLD SOIL CONSERVATION DISTRICT APPLICATIONS FOR PRELIMINARY AND FINAL SITE PLAN APPROVAL TO BE SUBMITTED WITHIN FOUR (4) MONTHS FOLLOWING ENTRY OF JUDGMENT OF COMPLIANCE AND REPOSE WITH PRELIMINARY AND FINAL APPROVAL ANTICIPATED WITHIN SIX (6) MONTHS THEREAFTER.

ENVIRONMENTAL AND HEALTH DEPARTMENT APPLICATION TO BE SUBMITTED WITHIN FOUR (4) MONTHS FOLLOWING ENTRY OF JUDGMENT OF COMPLIANCE AND REPOSE WITH PRELIMINARY AND FINAL APPROVAL ANTICIPATED WITHIN TWELVE (12) MONTHS THEREAFTER.

ENTITY RESPONSIBLE FOR MONITORING CONSTRUCTION

AFFORDABLE HOUSING ALLIANCE

CONSTRUCTION TO COMMENCE WITHIN THIRTY (30) MONTHS FOLLOWING EXECUTION OF THIS AGREEMENT.

III. CKV
27 BURNT TAVERN RD.
BL. 57, LOT 16.03
49 UNITS FOR SALE (100% AFFORDABLE) (25 LOW, 24 MODERATE)

CONTROL

CKV PROPERTY OWNED BY MILLSTONE TOWNSHIP BY 2016 DEED FROM CKV REALTY, LLC.
TO BE DEVELOPED BY AFFORDABLE HOUSING ALLIANCE (AHA) DEVELOPER'S AGREEMENT TO BE FINALIZED AND EXECUTED AS PART OF COMPLIANCE UPON COURT APPROVAL OF SETTLEMENT AGREEMENT.

ADMINISTRATIVE MECHANISM TO INCOME QUALIFY AND ADMINISTER UNITS ONCE THEY ARE OCCUPIED.

MILLSTONE TOWNSHIP HAS ENGAGED THE AFFORDABLE HOUSING ALLIANCE AS ITS AFFORDABLE HOUSING ADMINISTRATOR. THE ADMINISTRATOR IS RESPONSIBLE FOR:

1. AFFIRMATIVE MARKETING.

2. HOUSEHOLD CERTIFICATION.

3. AFFORDABILITY CONTROLS.

4. RESALE AND RENTAL.

5. PROCESSING UNIT OWNER REQUESTS.

6. ENFORCEMENT.

7. UHAC ADMINISTRATIVE DUTIES.

FUNDING

MILLSTONE TOWNSHIP WILL PROVIDE INFRASTRUCTURE IMPROVEMENTS (STREET, UTILITY, ETC.) WITH AN INITIAL

SUBSIDY. HOMES WILL BE MODULAR UNITS. UNITS WILL BE CONSTRUCTED AS THEY ARE SOLD AND FUNDED FROM PRIOR HOME SALE PROCEEDS AS THE DEVELOPMENT PROGRESSES.

AFFORDABLE HOUSING ALLIANCE HAS PREPARED A PRO FORMA THAT WILL BE REVIEWED DURING THE COMPLIANCE PHASE OF THIS MATTER.

CONSTRUCTION SCHEDULE

SITE PLAN

A CONCEPT SUBDIVISION PLAN HAS BEEN PREPARED BY TOWNSHIP ENGINEER LEON S. AVAKIAN, INC.

MUNICIPAL APPROVALS

APPLICATION FOR SUBDIVISION PLAN APPROVAL IS ANTICIPATED TO BE SUBMITTED WITHIN TEN (10) MONTHS FOLLOWING ENTRY OF JUDGMENT OF COMPLIANCE AND REPOSE WITH PRELIMINARY AND FINAL APPROVAL RECEIVED WITHIN SIX (6) MONTHS THEREAFTER.

STATE AND FEDERAL APPROVALS

COUNTY PLANNING BOARD AND FREEHOLD SOIL CONSERVATION DISTRICT APPLICATION FOR PRELIMINARY AND FINAL SITE PLAN APPROVAL TO BE SUBMITTED WITHIN TEN (10) MONTHS FOLLOWING ENTRY OF JUDGMENT OF COMPLIANCE AND REPOSE WITH PRELIMINARY AND FINAL SUBDIVISION/SITE PLAN APPROVAL RECEIVED WITHIN SIX (6) MONTHS THEREAFTER.

ENVIRONMENTAL AND HEALTH DEPARTMENT APPLICATION TO BE SUBMITTED WITHIN FOUR (4) MONTHS FOLLOWING ENTRY OF JUDGMENT OF COMPLIANCE AND REPOSE WITH PRELIMINARY AND FINAL APPROVAL RECEIVED WITHIN TWELVE (12) MONTHS THEREAFTER.

ENTITY RESPONSIBLE FOR MONITORING CONSTRUCTION

AFFORDABLE HOUSING ALLIANCE.

CONSTRUCTION TO COMMENCE WITHIN THIRTY (30) MONTHS FOLLOWING EXECUTION OF THIS AGREEMENT.

IV. SHU LEE APARTMENTS:
10 & 14 NOVAD COURT
BL. 57.01, LOT 21.02
30 UNITS (100% AFFORDABLE RENTAL) (4 VERY LOW, 11 LOW, 15 MODERATE

CONTROL

PROPERTY OWNED BY MILLSTONE TOWSHIP BY 2010 DEED FROM SHU LEE, INC.
TO BE DEVELOPED BY AFFORDABLE HOUSING ALLIANCE (AHA)
DEVELOPER'S AGREEMENT TO BE FINALIZED AND EXECUTED AS PART OF COMPLIANCE UPON COURT APPROVAL OF SETTLEMENT AGREEMENT.

ADMINISTRATIVE MECHANISM TO INCOME QUALIFY AND ADMINISTER UNITS ONCE THEY ARE OCCUPIED.

MILLSTONE TOWNSHIP HAS ENGAGED THE AFFORDABLE HOUSING ALLIANCE AS ITS AFFORDABLE HOUSING ADMINISTRATOR. THE ADMINISTRATOR IS RESPONSIBLE FOR:

1. AFFIRMATIVE MARKETING.

2. HOUSEHOLD CERTIFICATION.

3. AFFORDABILITY CONTROLS.

4. RESALE AND RENTAL.

5. PROCESSING UNIT OWNER REQUESTS.

6. ENFORCEMENT.

7. UHAC ADMINISTRATIVE DUTIES.

FUNDING

AFFORDABLE HOUSING ALLIANCE INTENDS TO APPLY TO THE SAME FUNDING SOURCES AS THEY HAVE PREVIOUSLY USED IN MILLSTONE TOWNSHIP AND OTHER MUNICIPALITIES INCLUDING HOUSING AND URBAN DEVELOPMENT 202 FUNDING, FEDERAL HOME LOAN BANK (FHLB), NATIONAL STABILIZATION TRUST

FUNDS (NSTF) COUNTY AND/OR STATE "HOME" FUNDS OR LOW INCOME HOUSING TAX CREDITS (LIHTC).

IN THE EVENT OF A FUNDING SHORTFALL THE TOWNSHIP SHALL PROVIDE A STABLE ALTERNATIVE THROUGH MUNICIPAL BONDING. RESOLUTION TO BE FINALIZED AND EXECUTED AS PART OF COMPLIANCE UPON COURT APPROVAL OF SETTLEMENT AGREEMENT.

AFFORDABLE HOUSING ALLIANCE HAS PREPARED A PRO FORMA THAT WILL BE REVIEWED DURING THE COMPLIANCE PHASE OF THIS MATTER.

CONSTRUCTION SCHEDULE

SITE PLAN

A CONCEPT SUBDIVISION/SITE PLAN HAS BEEN PREPARED BY TOWNSHIP ENGINEER LEON S. AVAKIAN, INC.

MUNICIPAL APPROVALS

APPLICATION FOR SUBDIVISION/SITE PLAN APPROVAL IS ANTICIPATED TO BE SUBMITTED WITHIN TEN (10) MONTHS FOLLOWING ENTRY OF JUDGMENT OF COMPLIANCE AND REPOSE WITH PRELIMINARY AND FINAL APPROVAL RECEIVED WITHIN SIX (6) MONTHS THEREAFTER.

STATE AND FEDERAL APPROVALS

COUNTY PLANNING BOARD AND FREEHOLD SOIL CONSERVATION DISTRICT APPLICATION FOR PRELIMINARY AND FINAL SUBDIVISION/SITE PLAN APPROVAL TO BE SUBMITTED WITHIN TEN (10) MONTHS FOLLOWING ENTRY OF JUDGMENT OF COMPLIANCE AND REPOSE WITH PRELIMINARY AND FINAL APPROVAL RECEIVED WITHIN SIX (6) MONTHS THEREAFTER.

ENVIRONMENTAL AND HEALTH DEPARTMENT APPLICATION TO BE SUBMITTED WITHIN FOUR (4) MONTHS FOLLOWING ENTRY OF JUDGMENT OF COMPLIANCE AND REPOSE WITH PRELIMINARY AND FINAL APPROVAL RECEIVED WITHIN TWELVE (12) MONTHS THEREAFTER.

ENTITY RESPONSIBLE FOR MONITORING CONSTRUCTION

AFFORDABLE HOUSING ALLIANCE.

CONSTRUCTION TO COMMENCE WITHIN THIRTY (30) MONTHS FOLLOWING EXECUTION OF THIS AGREEMENT.

SETTLEMENT TERMS INVOLVING SHOWPLACE FARMS, LLC.

Showplace Farms, LLC is the owner of certain property identified as Block 23, Lot 8 as shown on the Official Tax Map of the Township of Millstone. ("Showplace Property") The property is comprised of approximately 140 +/- acres of land located along the southerly boundary of State Highway Route 33 in Millstone Township. The property is presently in the Planned Commercial Development (PCD) zone district. The PCD zone permits the development of property with warehouse distribution centers and office uses in accordance with the "Schedule of Area, Yard and Building Requirements" set forth in Chapter XXXV, Article 5, Section 5-15.5 and 5-15.6 and Article 17, Section 17-1.4 of the Township of Millstone Land Use and Development Regulations.

The Showplace Proposal. Showplace proposes to develop Block 23, Lot 8 with a facility consisting of approximately 1.22 million square feet of warehouse with associated offices consistent with the "Concept Plan AA33 Block 23 Lot 8 Township of Millstone Monmouth County New Jersey prepared by Maser Consulting, P.A. dated 7/3/19 (the "Concept Plan"). To realize the Concept Plan requires certain amendments to the "Schedule of Area, Yard and Building Requirements" set forth in Chapter XXXV, Article 5, Section 5-15.5 and 5-15.6 in order to accommodate the proposed improvements including:

1. Allow Maximum Building Height of 50 feet where 30 feet/2 stories is presently permitted with building height defined as the vertical dimension measured to the highest point of a building from the average elevation of the finished grade at the four corners of the building, irrespective of existing topographical elevations.

2. Allow Maximum Building Coverage of 20% where 15% is presently permitted.

3. Allow Maximum Building Floor Area Ratio (FAR) of .20 where .15 is presently permitted.

4. Allow Minimum Buffer to Residential Zone of 150 feet where the greater of 150 feet or 25% of lot depth is presently required.

The Concept Plan also requires amendment to other sections of the Township zoning code including, but not limited to: (i)Article 17, Section 17-1.4 to permit Planning Board approval for activities within a riparian zone: and (ii) Article 9, Section 9-5 relating to development on steep slopes and/or poorly drained soils. In addition, the Parties acknowledge that the current Concept Plan has not been engineered and that other provisions from the Township zoning code may need to be revised. The Parties agree to work cooperatively to prepare a form of ordinance for the development of the Concept Plan that would allow development of that Concept Plan without the need for relief pursant to N.J.S.A. 40:55D-70(c). However, nothing herein or in the forthcoming ordinance for the Showplace Property shall limit or impede Showplace's ability to seek any and all variance and/or waiver relief pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. in connection with the eventual land development application for the Showplace Property, which variance and waiver relief shall be considered by the Township Planning Board.

Millstone shall adopt the necessary Ordinance amendments as part of its compliance upon approval of this Settlement Agreement by the Court which ordinance amendments shall be adopted prior to the entry of a final Judgment of Compliance and Repose.

The Purpose of the Amendments. The purpose of the Ordinance amendments is to facilitate the development of the Showplace property in a manner that is consistent with the uses contemplated by the Ordinance, in a manner that will provide on-site potable water and on-site wastewater treatment and disposal and will not require the extension of public infrastructure (water & sewer) into Millstone and will result in a substantial Affordable Housing Development Fee that will assist Millstone in funding of the municipally sponsored projects and other components of its Housing Element and Fair Share Plan. The Affordable Housing Development Fee shall be 2.5% of the assessed value of the development. The Affordable Housing Fee will be estimated and paid as follows:

> 25% within sixty (60) days of the entry of a Judgment of Compliance and Repose, provided that no timely appeal is taken from such a Judgment or the adoption of the Showplace Ordinance anticipated by this Agreement ("AHTF Payment #1").
>
> 25% within sixty (60) days of the later of: (a) the grant by the Millstone Planning Board of Preliminary and final Site Plan Approval for the development or first phase of development as may be applicable, or (b) final approval from NJDEP of an amendment to the applicable Wastewater Management Plan and issuance of a NJPDES permit to allow an on-site wastewater treatment and disposal facility to be constructed in support of the project, provided in either event that no timely appeal is taken. Showplace, including its assignees, shall diligently pursue the foregoing approvals necessary for the Showplace project ("AHTF Payment #2)

25% upon issuance of construction permits for the project by Millstone. (AHTF Payment #3); and

Balance upon issuance of first Certificate of Occupancy based on final assessment. (AHTF Payment #4); and

In the event that AHTF payment #1 and AHTF Payment #2 are made in accordance with this Agreement and the Showplace Proposal is not realized for reasons currently not anticipated by the parties, then the amounts paid for the AHTF payment #1 and AHTF Payment #2 shall be credited aganst any future affordable housing obligation attributable to the Showplace Property pursuant to either the Non-Residential Development Fee Act. N.J.S.A. 40:55D-8.1 et seq. and/or any applicable Township ordinance.

Showplace Obligation to Support. The Showplace property zoning amendment is included as part of the Millstone Plan. Showplace shall withdraw any objections it may have raised previously to the Millstone Plan and shall support the Millstone Plan as amended to include the Showplace project, and as it may be further amended from time to time so long as such amendment does not materially affect the rights of Showplace hereunder. Showplace's support of the Millstone Plan shall include certifications, testimony and all other reasonable means of support as may be requested by Millstone in connection with compliance hearings and Millstone's Declaratory Judgment Action.

Township Cooperation to Secure Outside Agency Approvals. The Township agrees to promptly review and endorse any and all applications and/or provide any consent forms in spport of Showplace's application for the outside agency approvals necessary for the development of the Showplace Property consistent with the Ordinance amendments contemplated by this Agreement.

Showplace Payment of Attorney's Fees to FSHC. Showplace shall pay to FSHC attorneys fees and costs in the amount of $7,500.00 within thirty (30) days of the Court's approval of this Agreement following the entry of an Order approving this Agreement after a Fairness Hearing.

6. In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township meets this obligation as follows:

See paragraph 5 above. The Municipality has committed to bond any necessary funding deficiency.

7. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within thirty (30) months of the execution of this Settlement Agreement. The schedule shall indicate the entity responsible for the undertaking and monitoring the construction and overall development activity. The Township meets those obligations as follows:

See paragraph 5 above.

8. The municipality shall meet its Third Round Obligation in accordance with the following standards:

a. With the exception of units previously constructed, presently under construction or subject to preliminary or final subdivision or site plan approval, the municipality shall require at least 13% of all units referenced in its Fair Share Plan to be very-low-income units.

b. At least 50% of the units addressing the Third Round Obligation shall be available to families.

c. At least 50% of the units addressing the Third Round Obligation shall be affordable to very-low-income and low-income households with the remainder affordable to moderate income households.

d. At least 25% of the Third Round Obligation shall be met through rental units, of which at least 50% shall be available to families.

e. The number of age-restricted units shall be capped at 25% and the Municipality shall not request a waiver of this provision. Under no circumstance shall the Municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative Prior Round and Third Round Obligation.

f. Third Round Bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d)

g. All units shall include the required bedroom distribution and be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et. seq., or any

successor regulation, with the exception that in lieu of 10% of affordable units in rental projects being required to be at 35% of median income, 13% of affordable units in such projects shall be required to be at 30% of median income, and all other applicable law. The Municipality shall, as part of its Housing Element and Fair Share Plan (HEFSP), adopt and/or update appropriate implementing ordinances in conformance with standard ordinance and guidelines developed by COAH to ensure that this provision is satisfied.

h. All new construction units shall be adaptable in conformance with N.J.S.A. 52:27D-311a & b.

9. The Municipality shall include in the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5) the following:

Fair Share Housing Center

New Jersey State Conference of the NAACP

The Latino Action Network

The Supportive Housing Association

As part of its regional affirmative marketing strategies during the implementation of its plan the Municipality and/or its administrative agent shall also provide notice to those organizations of all available affordable housing units. The Municipality also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this provision.

10. Within 120 days of Court approval of this Settlement Agreement the Municipality shall:

a. Adopt a HEFSP consistent with the terms and conditions of this Settlement Agreement.

b. Introduce an ordinance providing for the amendment of the Municipality's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Settlement Agreement and the zoning contemplated herein.

c. Execute Developer's Agreements with Affordable Housing Alliance for development of the municipally sponsored Allen House II, CKV and Shu Lee projects.

e. Execute a Developer's Agreement for Baldacino

f. Providing crediting documentation for the Prior Round and Third Round to the court, FSHC, and the Special Master.

11. Within 120 days of Court approval of this Settlement Agreement the Municipality shall prepare and submit a Spending Plan to the Court and Court Master for review and approval. The parties agree that the Spending Plan is valid and should be approved by the Court, and that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and 329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this Settlement Agreement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd. 442 N.J. Super. 563). On each anniversary of this Settlement Agreement, through the end of this Settlement Agreement, the Municipality shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council On Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council On Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

12. On each anniversary of this Settlement Agreement, through the end of this Settlement Agreement, the Municipality shall provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center using forms developed for this purpose by the New Jersey Department of Community Affairs, Council On Affordable Housing, or Local Government Services or any other forms endorsed by the Court Master.

13. The Municipality shall provide a Midpoint Realistic Opportunity Review on July 1, 2020, as required by N.J.S.A. 52:27D-313. It shall include a status report as to its implementation of its Fair Share Plan and an analysis of whether any un-built sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. It shall be posted on the municipal website with a copy provided to Fair Share Housing Center. Such posting shall invite any interested party to submit comments to the Municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.

14. As required by N.J.S.A. 52:27D-329.1, within thirty (30) days of the third anniversary of this Agreement, and every third year thereafter, the Municipality will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low-income requirements referenced herein. Such posting shall invite any interested party to submit comments to the Municipality and Fair Share Housing Center on the issue of whether the Municipality has complied with its very low-income housing obligation under the terms of this settlement.

15. FSHC is hereby deemed to have party status in this matter and to have intervened in the Litigation as a defendant without the need to file a motion to intervene or an answer or other pleading. The Parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervener, but the absence of such an order shall not impact FSHC's rights.

16. This Settlement Agreement must be approved by the Court following a Fairness Hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-369 (Law Div. 1984) aff'd o.b., 209 N.J. Super. 108 (App. Civ. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-329 (App. Div. 1996). The Municipality shall present its planner as a witness at this hearing. FSHC and Showplace agree not to challenge the Municipality's Fair Share Plan (which is described in narrative form in Schedule B, but which has not yet been drafted in final form or adopted) at the fairness hearing. In the event the Court approves this proposed settlement, the Parties contemplate that the Municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in Mt. Laurel IV. The "accompanying protection" shall remain in effect through July 1, 2025. If the Settlement Agreement is rejected by the Court at a fairness hearing, it shall be null and void.

17. If an appeal is filed of the Court's approval or rejection of the Settlement Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful at which point, the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this agreement.

18. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the legislature, or any administrative subdivision of the Executive Branch determines that the Municipality's Third Round Obligation is decreased to 185 or less, with any relevant appeal periods having passed, the Municipality may file a proposed form of Order, on notice to FSHC and the Municipality's service list, seeking to reduce its Third Round Obligation accordingly. Such relief shall be presumptively granted. Notwithstanding any such reduction, the Municipality shall

be obligated to implement the HEFSP prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this Settlement Agreement, maintaining all mechanisms to continue to address the Municipality's Third Round Obligation, and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Municipality's obligation below what is established in this Agreement does not provide a basis for seeking leave to amend this Agreement or the HEFSP adopted pursuant to this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Municipality prevails in reducing its Third Round Obligation the Municipality may carry over any resulting surplus credits to Round 4.

19. The Township agrees to pay FSHC's attorneys fees and costs in the amount of $15,000.00 within thirty (30) days of the Court's approval of this Agreement following the entry of an order approving this Agreement after a fairness hearing. The Township may delegate this obligation to one or more third parties, but if payment is not received by FSHC within 30 days after the approval of this agreement by the Court following a fairness hearing the Township shall make the payment to FSHC within 10 days of FSHC's written request.

20. This Settlement Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in the Superior Court, Monmouth County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.

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

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

23. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

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

25. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no

representations, warranties, covenants or undertakings other than those expressly set forth herein.

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

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

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

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

30. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

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

TO FSHC:

KEVIN D. WALSH, ESQ.
FAIR SHARE HOUSING CENTER
510 PARK BOULEVARD
CHERRY HILL, N.J. 08002
PHONE: (856) 665-5444
TELECOPIER: (856) 663-8182
E-MAIL: KEVINWALSH@FAIRSHAREHOUSING.ORG

TO THE MUNICIPALITY:

MICHAEL B. STEIB, ESQ
P.O. BOX 893
16 CHERRY TREE FARM ROAD
MIDDLETOWN, N.J. 07748
PHONE: (732) 706-7333
TELECOPIER: (732) 706-7334
E-MAIL: INFO@MBSLAW.NET

WITH A COPY TO THE MUNICIPAL CLERK:

MARIA DELLASALA, CLERK
470 STAGECOACH ROAD
CLARKSBURG, N.J. 08510-1405

TO SHOWPLACE FARMS, LLC:

RICHARD J. HOFF, JR, ESQ.
BISGAIER HOFF, LLC
25 CHESTNUT SREET, SUITE 3
HADDONFIELD, NEW JERSEY, 08033
PHONE: (856) 795-0150
TELECOPIER: (856) 795-0312
E-MAIL: RHOFF@BISGAIERHOFF.COM

WITH A COPY TO THE SPECIAL MASTER:

MICHAEL P. BOLAN AICP/PP
P.O. BOX 295
PENNINGTON, N.J. 08534-0295
PHONE: (609) 466-4259
E-MAIL: MICHAELBOLAN@COMCAST.NET

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

INDEX OF SCHEDULES

A. MILLSTONE FAIR SHARE PLAN SCHEDULE "A" WITH SUMMARY COMPLIANCE TABLE

TOWNSHIP OF MILLSTONE

FAIR SHARE HOUSING CENTER

SHOWPLACE FARMS, LLC

TOWNSHIP OF MILLSTONE

FAIR SHARE HOUSING CENTER

SHOWPLACE FARMS, LLC

TOWNSHIP OF MILLSTONE

FAIR SHARE HOUSING CENTER

4/4/2019

Kevin D. Walsh

Adam M. Gordon
Witness

SHOWPLACE FARMS, LLC

MILLSTONE FAIR SHARE PLAN SCHEDULE A [1]

PRIOR ROUND OBLIGATION		81
PRIOR ROUNDS (81 UNITS):		
MILLSTONE ROAD GROUP HOME 417 MILLSTONE ROAD (COMPLETED)	BL. 51, LOT 8.06	3 UNITS[2]
RED VALLEY ROAD GROUP HOME 67 RED VALLEY ROAD (COMPLETED)	BL. 35, LOT 20.01	3 UNITS[3]
INDIAN PATH INCLUSIONARY MOCCASIN CT. AFFORDABILITY CONTROLS EXPIRED (COMPLETED) RENTAL BONUS CREDITS	BL. 20.01, LOTS 11-16	6 UNITS[4] 6 UNITS
MILLSTONE (CANWRIGHT) HOUSE BL. 57, LOT 16.01 29 BURNT TAVERN RD. (FKA 25 BURNT TAVERN RD.) SRO (COMPLETED) RENTAL BONUS CREDITS		9 UNITS[5] 9 UNITS
NOVAD HOUSE 6 NOVAD COURT SINGLE FAMILY RENTAL (COMPLETED) RENTAL BONUS CREDITS	BL. 57.01, LOT 20.01	1 UNIT 1 UNIT
ASBURY PARK RCA (COMPLETED)		46 UNITS
TOTAL PRIOR ROUND CREDITS		84 UNITS[6]

[1] 08-12-19
[2] This now has 5 units. The three (3) units from prior round have been carried over to round three.
[3] This now has 5 units.
[4] The affordability controls on this property have expired. If the owner agrees to a new deed restriction we could receive third round credit for these units. The owner of 4 units advises he has no interest in extending. The owner of 2 units has expressed interest in extending and deed documents have been prepared and sent to the owner for approval.
[5] 11 Total units. 2 units credited to third round obligation.
[6] 3 Unit credits from Millstone Road Group Home carried over to Round Three.

THIRD ROUND OBLIGATION 251
(20 UNITS PRESENT NEED/REHABILITATION + 231 UNITS PROSPECTIVE NEED)

PRIOR ROUND CARRYOVER		3 UNITS
MILLSTONE ROAD GROUP HOME 417 MILLSTONE ROAD (COMPLETED) (ALL VERY LOW)	BL. 51, LOT 8.06	
MILLSTONE ROAD GROUP HOME 417 MILLSTONE ROAD (COMPLETED) (ALL VERY LOW)	BL. 51, LOT 8.06	2 UNITS[7]
RED VALLEY ROAD GROUP HOME 67 RED VALLEY ROAD (COMPLETED) (ALL VERY LOW)	BL. 35, LOT 20.01	2 UNITS[8]
INDIAN PATH INCLUSIONARY MOCCASIN CT. (COMPLETED) (ALL VERY LOW)	BL. 20.01, LOTS 11-16	2 UNITS[9]
MILLSTONE (CANWRIGHT) HOUSE BL. 57, LOT 16.01 29 BURNT TAVERN RD. (FKA 25 BURNT TAVERN RD.) (COMPLETED) (ALL VERY LOW)		2 UNITS[10]
GROUP HOME I 31 BURNT TAVERN ROAD (COMPLETED) (ALL VERY LOW)	BL. 57, LOT 16.02	6 UNITS

[7] 3 units credited in prior Rounds. This now has 2 additional units for a total of 5 units.
[8] 3 units credited in prior Rounds. This now has 2 additional units for a total of 5 units.
[9] The affordability controls on this property have expired. The owner of 4 units advises he has no interest in extending. The owner of 2 units has greed to extend affordability controls and have executed a Deed to Extend Expiring Affordable Housing Restrictions for thirty (30) years.
[10] 9 units credited in prior Rounds. This now has 2 additional units for a total of 11 units.

GROUP HOME II 8 NOVAD COURT (COMPLETED) (ALL VERY LOW)	BL. 57.01, LOT 20.02	6 UNITS
ALLEN HOUSE 477 STAGECOACH RD. SR. CITIZEN RENTAL APTS. (COMPLETED) SR. RENTAL (5 VERY LOW, 5 LOW)	BL. 35, LOT 13.03	10 UNITS
BURNT TAVERN APTS. 17 BURNT TAVERN RD. FAMILY RENTAL (UNDER CONSTRUCTION BEING DEVELOPED BY AFFORDABLE HOUSING ALLIANCE (AHA) (2 VERY LOW, 2 LOW) *(BONUS CREDITS 4 UNITS)*	BL. 57, LOT 14.03	4 UNITS
SHU LEE APARTMENTS 10 & 14 NOVAD COURT (100% AFFORDABLE RENTAL) TO BE DEVELOPED BY AFFORDABLE HOUSING ALLIANCE (AHA) (4 VERY LOW, 11 LOW, 15 MODERATE) *(BONUS CREDITS 10 UNITS)*	BL. 57.01, LOT 21.02	30 UNITS
ALLEN HOUSE II 471 STAGECOACH ROAD SR. CITIZEN RENTAL APTS. TO BE DEVELOPED BY AFFORDABLE HOUSING ALLIANCE (AHA) (5 LOW, 5 MODERATE)	BL. 35, LOT 15	10 UNITS
CKV 27 BURNT TAVERN RD. (100% AFFORDABLE) FOR SALE UNITS TO BE DEVELOPED BY AFFORDABLE HOUSING ALLIANCE (AHA) (25 LOW, 24 MODERATE)	BL. 57, LOT 16.03	49 UNITS
BALDACINO FAMILY RENTAL APTS.	BL. 11, LOT 19	48 UNITS

242 UNIT INCLUSIONARY W/20% SET ASIDE (6 VERY LOW, 18 LOW, 24 MODERATE) *(BONUS CREDITS 44 UNITS)*	
AFFORDABLE ACCESSORY APARTMENT OVERLAY ZONE	10 UNITS
TOTAL THIRD ROUND CREDITS (WITHOUT BONUS CREDITS)	184 UNITS
BONUS CREDITS	58 UNITS
TOTAL THIRD ROUND CREDITS WITH BONUS	242 UNITS

Millstone Fair Share Plan
Summary Compliance Table

Present need (rehab component)	20
Prospective need +gap (new construction)	231
Maximum senior (25%)	57
Maximum bonus credits (25%)	58
Minimum new units	173
Maximum number of moderate units	86
Minimum number of very low income	22
Minimum number of family very low	11
Minimum number of rental units	58
Inclusionary project	
Baldacino (family rental)	
Total affordable units	48
Rental bonus credits	48
Family very low income	6
Moderate income units	24
Low income units	18
100% projects	
Shu Lee (family rental)	
Total affordable units	30
Rental bonus credits	10
Family very low income	4
Moderate income units	15
Low income units	11
CKV (Family sale)	
Total affordable units	49
Family sale low income	25
Family sale moderate income	24
Low income units	
Burnt Tavern Apartments (Family rental)	
Total affordable units	
Very low income family rental	2
Low income family rental	2
Allen House I senior rental	
Low income senior rental	5
Very low income senior rental	5

Allen House II senior rental

Low income senior rental	5
Moderate income senior rental	5

23 group home credits

All very low

10 accessory apts

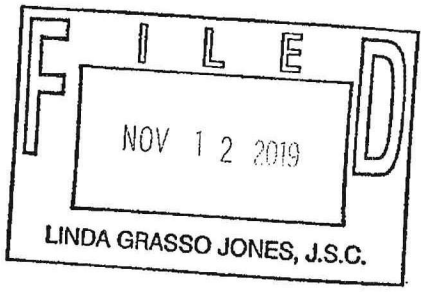
Total units 174 *	
Total rental units 125	(72%)
Total age restricted units 20	(11%)
Total very low income units 40	(23%)
Total family very low income units 12	(7%)

**Note: The 174 unit total does not include Millstone Manor credits and the accessory apartment program.*

Appendix C

2019 Fairness Order and 2020 Final JOR

MICHAEL B. STEIB, P.A.
Attorney ID No: 009861977
16 Cherry Tree Farm Road
P.O. Box 893
Middletown, New Jersey 07748
Tel. (732) 706-7333
Attorneys for Declaratory Plaintiffs,
Township of Millstone
and Planning Board of the
Township of Millstone



In the Matter of the Application of the Township of Millstone and the Planning Board of the Township of Millstone, County of Monmouth

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MONMOUTH COUNTY
MONMOUTH COUNTY
DOCKET NO.: MON-L-2501-15

Civil Action
(*Mount Laurel II*)

ORDER OF PRELIMINARY FAIRNESS DETERMINATION AND SCHEDULING COMPLIANCE HEARING

THIS MATTER, having been opened to the Court by Michael B. Steib, P.A. (Michael B. Steib, Esq. appearing) Attorney for Petitioner Township of Millstone (the "Township" or "Millstone") and the Planning Board of the Township of Millstone via a Declaratory Judgment Complaint seeking the Court to determine the Townships Fair Share Affordable Housing obligation to permit the Township time to adopt a compliant plan and for temporary immunity from Builders remedy litigation pending the Declaratory Judgment action in response to **In re adoption of N.J.A.C. 5:96**, 221

N.J. 1 (2015)) ("Mt. Laurel IV"); and the Court having appointed Michael P. Bolan, A.I.C.P., P.P. as the Special Court Master; and Fair Share Housing Center ("FSHC") (Kevin D. Walsh, Esq. appearing) having participated in the Declaratory Judgment action as an interested party pursuant to the directive of the New Jersey Supreme Court in Mount Laurel IV; and Showplace Farms LLC ("Showplace") (Richard J. Hoff, Jr., Esq. appearing) having participated in the Declaratory Judgment action as an intervener; and Gerald Baldacino (Baldacino) (John A. Giunco, Esq. appearing) having participated as an interested party and the Township, FSHC and Showplace having entered into a Settlement Agreement dated September 5, 2019 (the "Settlement Agreement"); and the Court having scheduled a Fairness hearing on October 22, 2019 to consider approval of the Settlement Agreement and to determine whether the Settlement is fair and reasonable to very low, low and moderate income households; and no objections having been filed to the Settlement Agreement; and the Court Special Master Michael P. Bolan A.I.C.P., P.P. having issued a report to the Court dated October 16, 2019 recommending that the Court approve the Settlement Agreement subject to certain terms and conditions; and the Court having conducted a Fairness hearing on October 22, 2019 and having

considered the testimony of the following at the Fairness hearing:

Millstone Township's Professional Planner Fred Heyer, P.P., A.I.C.P.; and

Court appointed Special Master Michael P. Bolan, A.I.C.P., P.P.; and

The Court having admitted into evidence the following on behalf of the Township:

1) Certification of Service of Michael B. Steib, Esq. including certification of mailing of the Notice of Fairness Hearing to all interested parties, Acknowledgements of Service of FSHC, Showplace and Special Master Bolan of the Notice of Fairness Hearing and Affidavit of Publication of the Notice of Fairness hearing marked as P-1;

(2) Settlement Agreement by and between the Township of Millstone, Fair Share Housing Center and Showplace Farms, LLC dated September 5, 2019 marked as P-2;

(3) Report of Court Special Master Michael P. Bolan, A.I.C.P.,P.P. dated October 16, 2019 marked as P-3;

(4) Correspondence from Attorney John A. Sarto, Esq. dated October 17, 2019 representing interested party Gerald Baldacino;

and the Court having considered both the testimony and documentary evidence submitted; the arguments of Counsel; and for the reasons set forth on the record on October 22, 2019, and for good cause having been shown:

IT IS on this 12th day of November , 2019 ORDERED:

1) The Settlement Agreement is fair, reasonable and adequately protects the interests of very low, low and moderate-income households, and the Court hereby approves Settlement Agreement.

2) The Court finds that the Township's proposed Affordable Housing strategy as set forth in the Settlement Agreement is constitutionally compliant and provides a fair and reasonable opportunity for the Township to meet its obligation under **Mt. Laurel IV**, subject to the Township's compliance with the conditions set forth herein.

3) In conformance with the Settlement Agreement the Township's rehabilitation obligation is 20 units; the Township's prior round obligation is 81 units; and the Township's third round (1999-2025) prospective need obligation is 231 units.

4) The Township shall address its rehabilitation obligation of 20 units through participating in the Monmouth County Rehabilitation Program or engaging a separate entity to implement a rehabilitation program to address this component of its Fair Share in accordance with applicable law.

5) The Township obtained substantive Certification regarding it's prior round obligation of 81 units and it has met its prior round obligation as follows:

a) Millstone Road Group Home - 3 units

b) Red Valley Road Group Home - 3 units

c) Indian Path Inclusionary Development - 6 units

d) Millstone House - 9 units

e) Novad House - 1 unit

f) Rental Bonus Credits (Indian Path 6 nuits, Millstone House 9 units, Novad House 1 unit) - 16 units

f) Asbury Park RCA - 46 units

6) The Township satisfies its third round prospective need obligation of 231 units as follows:

a) Prior round surplus - 3 units

b) Millstone Road Group Home - 2 units

c) Red Valley Road Group Home - 2 units

d) Indian Path Inclusionary - 2 units

e) Millstone House - 2 units

f) Group Home I - 6 units

g) Group Home II - 6 units

h) Allen House - 10 units

i) Burnt Tavern Apartments - 4 units

j) Shu Lee Apartments - 30 units

k) Allen House II - 10 units

l) CKV - 49 units

m) Baldacino - 48 units

n) Affordable Accessory Apartment Overlay Zone - 10 units

o) Bonus Credits - 58 units

7) The parties shall abide by all terms and conditions in this Settlement Agreement and those terms are referenced as if fully set forth at length herein. The parties specifically agree to abide by the conditions set forth in the Special Court Master's report dated October 16, 2019, marked as Exhibit P-3 in evidence at pages 9-11 as follows:

a. The Township Planning Board shall adopt and the Township Committee shall endorse a Housing Element and Fair Share Plan (HEFSP) consistent with the terms of the Settlement Agreement.

b. The Township Committee shall adopt amendments to the Affordable Housing Ordinance incorporating all of the provisions of the Settlement Agreement, applicable provisions of UHAC and COAH rules, and any other provisions that result from the adopted Housing Element and Fair Share Plan.

c. The Township Committee shall adopt zoning Ordinance amendments from the Baldacino inclusionary development, requiring a 20% affordable housing set-aside for family rental units, and shall execute a Developer's Agreement with Baldacino.

d. The Township shall demonstrate compliance with the requirements of N.J.A.C. 5:93-5.5 for the Allen House II, CKV and Shu Lee 100% affordable projects, in accordance with the terms of the Settlement Agreement, and the Township Committee shall execute Developer's Agreements with the Affordable Housing Alliance for the three projects.

e. The Township Committee shall adopt zoning ordinance amendments to implement the settlement terms with Showplace Farms, LLC.

f. The Township Committee shall adopt an updated Development Fee Ordinance.

g. The Township's spending Plan shall be prepared and adopted as required by the Settlement Agreement and final HEFSP, and endorsed by the Township Committee according to Statute or Regulation.

h. The Township Committee shall adopt a Resolution of intent to bond or provide other Municipal funding for the Allen House II, CKV and Shu Lee 100% affordable projects, and the Municipal rehabilitation and accessory apartment programs.

i. The Township Committee shall adopt an Ordinance to implement the accessory apartment program.

j. The Township shall provide additional information concerning the Monmouth County rehabilitation program and the administrative procedures for the program, and shall provide a manual(s) for the municipal rehabilitation program, including a rental rehabilitation program.

k. The Township shall provide crediting documentation for the Prior Round and Third Round projects for which it is seeking credit.

l. The Township Committee shall adopt a Resolution appointing a specific Municipal employee as Municipal Housing Liaison responsible for administering the affordable housing program, including affordable controls,

the Affirmative Marketing Plan, and monitoring and reporting, if it has not already done so.

m. The Township Committee shall adopt a Resolution appointing the Township's Administrative Agent to administer affordable units in accordance with the Uniform Housing Affordability Controls (UHAC, N.J.A.C.5:80-26.1 et seq.), if it has not already done so.

n. The Township Committee shall adopt a Resolution or Ordinance adopting the Township's Affirmative Marketing Plan.

o. The Township shall, on an annual basis, establish income limits and rent increases based on the process historically used by COAH and as more fully set forth in the order of the Honorable Jamie S. Perri dated April 18, 2019 in the case of **IN THE MATTER OF THE DECLARATORY JUDGMENT ACTIONS FILED IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, PURSUANT TO In re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) Docket No. MON-L-2527-15.**

8) The Township shall take all necessary action to prepare, adopt and endorse a housing element and fair share plan, a spending plan and will satisfy the other conditions listed in the Master's report dated October 16, 2019 as set forth above within one hundred twenty (120) days of the date of this Order. The Township shall submit the adopted

and endorsed housing element and fair share plan along with all other documentation set forth in the Settlement Agreement and Special Master's report to the Special Master for final review and recommendation by the Special Master and for consideration and approval by the Court.

9) The Court will conduct a compliance hearing for the Court to consider approval of the Township's Housing Element and Fair Share Plan to determine whether the Township has met the conditions identified in the Special Master's report and to issue a Judgment of Compliance and repose on February 27, 2020 at 10 o'clock a.m. which will provide the Township immunity from all Mt. Laurel lawsuits through July 1, 2025. The Township will take all official action necessary, i.e. adopt ordinances and Resolutions to meet the conditions of the Special Master by January 31, 2020.

10) The Township shall continue to be immune to Mt. Laurel lawsuits until further Order of this Court.

11) Notice of the Final Compliance Hearing shall be published by the Township on or before January 23, 2020 in a newspaper of general circulation in Monmouth County, Ocean County and Mercer County.

12) Any objections to the Township's adopted and endorsed Housing Element and Fair Share Plan shall be filed

in writing together with copies of any supporting affidavits or documents on or before February 6, 2020 with the Honorable Linda Grasso Jones J.S.C. Superior Court of New Jersey, Monmouth County Courthouse, P.O. Box 1266 Freehold, New Jersey 07728 with duplicate copies forwarded by mail to Counsel for the Township of Millstone, Counsel for Fair Share Housing Center, Counsel for Showplace Farms, LLC, Counsel for Gerald Baldacino and Special Master Michael P. Bolan, P.P., A.I.C.P. at the following addresses:

TO THE MUNICIPALITY:

MICHAEL B. STEIB, ESQ
P.O. BOX 893
16 CHERRY TREE FARM ROAD
MIDDLETOWN, N.J. 07748
PHONE: (732) 706-7333
TELECOPIER: (732) 706-7334
E-MAIL: INFO@MBSLAW.NET

WITH A COPY TO THE MUNICIPAL CLERK:

MARIA DELLASALA, CLERK
470 STAGECOACH ROAD
CLARKSBURG, N.J. 08510-1405

TO FSHC:

KEVIN D. WALSH, ESQ.
FAIR SHARE HOUSING CENTER
510 PARK BOULEVARD
CHERRY HILL, N.J. 08002
PHONE: (856) 665-5444
TELECOPIER: (856) 663-8182
E-MAIL: KEVINWALSH@FAIRSHAREHOUSING.ORG

TO SHOWPLACE FARMS, LLC:

RICHARD J. HOFF, JR, ESQ.
BISGAIER HOFF, LLC
25 CHESTNUT SREET, SUITE 3
HADDONFIELD, NEW JERSEY, 08033
PHONE: (856) 795-0150
TELECOPIER: (856) 795-0312
E-MAIL: RHOFF@BISGAIERHOFF.COM

TO THE SPECIAL MASTER:

MICHAEL P. BOLAN AICP/PP
P.O. BOX 295
PENNINGTON, N.J. 08534-0295
PHONE: (609) 466-4259
E-MAIL: MICHAELBOLAN@COMCAST.NET

TO BALDACINO:

JOHN A. GIUNCO, ESQ.
125 HALF MILE ROAD, SUITE 300
RED BANK, N.J. 07701

13) The Township of Millstone, shall file any reply to those objections on or before February 13, 2020.

14) The Special Master shall submit his report to the Court no later than February 20, 2020 opining whether the Township's housing element and fair share plan creates a realistic opportunity to satisfy the Township's fair share of the regional need for housing affordable to low and moderate income households.

15) Upon such a finding, the Court shall issue a Judgment of Compliance and Repose or the Judicial

equivalent of substantive Certification pursuant to the New Jersey Housing Act which, once entered, will maintain the Township of Millstone's immunity from all Mt. Laurel lawsuits through July 1, 2025. A final Judgment of Compliance and Repose may issue without further hearing should the Special Master file a Certification of Compliance that all conditions of the Settlement have been met and no written objection to the Special Master Certification is received.

16) Counsel for the Township shall provide copies of this Order to all Counsel of record as noted in paragraph 12 above, the Court Master and the Service List within seven (7) days of the date hereof.

HONORABLE LINDA GRASSO JONES J.S.C.

MICHAEL B. STEIB, P.A.
ATTORNEY NO.: 009861977
16 Cherry Tree Farm Road
P.O. Box 893
Middletown, New Jersey 07748
Tel. No. (732) 706-7333
Fax No. (732) 706-7334
Attorney for Twp. of Millstone
And the Planning Board of the
Twp. of Millstone

SUPERIOR COURT OF NEW JERSEY
MONMOUTH COUNTY
LAW DIVISION

In the Matter of the Application of the Township Of Millstone and the Planning Board of the Township of Millstone, County of Monmouth

Docket No: MON-L-2501-15

Civil Action
(Mount Laurel II)

JUDGMENT OF COMPLIANCE AND REPOSE

THIS MATTER having been opened to the Court By Michael B. Steib, Esq. on behalf of the declaratory Plaintiff, Township of Millstone pursuant to the Supreme Court decision **In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (Mount Laurel IV)**. More particularly, on July 2, 2015 the Township of Millstone (hereinafter "Township") filed a Declaratory Judgment Complaint in the within matter requesting this Court to determine its obligation to provide its fair share of affordable housing to low and moderate income households, to approve its Housing Element and Fair Share Plan to meet that

obligation, immunity from Builder's Remedy actions and for the entry of a Judgment of Compliance and Repose. The Court granted the Township immunity from Mount Laurel lawsuits from the time of the filing of the Township's Declaratory Judgment action which is still in full force and effect.

Pursuant Mount Laurel IV the Fair Share Housing Center (hereinafter "FSHC") is entitled to notice and to participate as an interested party in this action and has participated as an "interested party" in this action, and through the September 5, 2019 Settlement Agreement FSHC was deemed to have party status in this action as a defendant-intervenor.

On August 28, 2015 Showplace Farms, LLC (hereinafter "Showplace") entered this action as an intervenor.

On September 25, 2015 the Court appointed Michael P. Bolan (hereinafter "Master Bolan") as Special Master to assist the Court in resolving the issues presented.

The parties engaged in negotiation and mediation with the assistance of Master Bolan and on September 5, 2019 Millstone Township, Fair Share Housing Center and Showplace Farms, LLC reached a Settlement Agreement resolving all issues pertaining to this action.

On October 22, 2019 a Fairness Hearing was conducted following which the Court found the Settlement Agreement to

be fair, reasonable and adequately protects the interests of very low, low and moderate-income households and found the Affordable Housing strategy as set forth in the Settlement Agreement to be Constitutionally Compliant and provides a fair and reasonable opportunity for the Township to meet its obligation under Mount Laurel IV subject to the Township's compliance with the conditions set forth in its subsequent Order entered on November 12, 2019.

The Order of November 12, 2019 scheduled a Compliance Hearing for February 27, 2020 to determine whether the Township has met the conditions set forth in that Order of November 12, 2019, which hearing was rescheduled to April 7, 2020. Counsel for the Township prepared a Notice Certification (Exhibits P-1a, P-1b and P-1c) and a Certification of Posting Notice on the Township Website and Municipal Building (Exhibit P-2) to document that proper notice of the Compliance Hearing had been given.

On April 7, 2020 the Compliance hearing was conducted before the Honorable Linda Grasso Jones, J.S.C. with Michael B. Steib, Esq. appearing on behalf of the Township, Bassam Gergi, Esq. appearing on behalf of FSHC, Richard J. Hoff, Jr., Esq. appearing on behalf of Showplace and John A. Sarto, Esq. appearing on behalf of interested party Baldachino.

Michael B. Steib presented the position of the Township that it has complied with all conditions of the November 12, 2019 Order and having presented Exhibits P-1a through P-24, all of which were entered into evidence without objection.

Master Bolan was sworn and testified at length as to the findings and conclusions contained in his Report dated March 31, 2020 and marked in evidence as Exhibit P-4 and rendered his opinion that "The Township of Millstone has satisfied all of the conditions of the Court's Order approving the Settlement Agreement between the Township and FSHC, and I can recommend that the Court issue a Judgment of Compliance and Repose to run through July 1, 2025". The Court has found that Millstone Township has satisfied all of the conditions of the Order of November 12, 2019 and is entitled to receive a Judgment of Compliance and Repose. Therefore, it is hereby ordered on this 27th day of April, 2020 as follows:

1. The Townships Housing Element and Fair Share Plan (Exhibit P-5a through P-5i)is hereby approved and the Township is granted a final Judgment of Compliance and Repose pursuant to the Court approved Settlement Agreement entered into between the Township, FSHC and Showplace on September 5, 2019, the Fair Housing Act

(N.J.S.A. 52:27D-301 et. seq.) (FHA), The Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et. seq.) (UHAC), applicable Council on Affordable Housing (COAH) substantive rules and Mount Laurel case law including the New Jersey Supreme Court's **Mount Laurel IV** decision.

2. The Township's Judgment of Compliance and Repose shall remain in effect for ten (10) years beginning on July 2, 2015 and ending on July 1, 2025, and during this ten (10) year period the Township shall have repose from all **Mount Laurel** lawsuits including, but not limited to, Builder's Remedy lawsuits, other than actions brought to enforce the Settlement Agreement or the Court's orders.

3. The Court reaffirms its prior determination pursuant to the judicial standards prescribed by the Appellate Division in **East/West Venture v. Bor. Of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996)** and through analysis of the Settlement Agreement that the Settlement Agreement is fair, reasonable and adequately protects the interest of very low, low and moderate-income households, and the Court hereby approves the Settlement Agreement.

4. The Report of Special Master Bolan dated March 31, 2020 and marked in evidence as Exhibit P-4 shall be attached to this Judgment including the attachment "Millstone

Compliance Tables: January 2020" which show how the Township will satisfy its affordable housing obligations.

5. The Township's Spending Plan, which is part of Exhibit P-19 is hereby approved. The Township is free to expend funds in its Affordable Housing Trust Funds in accordance with the Settlement Agreement, the Township's Housing Element and Fair Share Plan, the FHA, applicable COAH regulations and all other applicable law.
6. The Township's updated and adopted Development Fee Ordinance (Exhibits 8a and 8b) is hereby approved by the Court.
7. The Township shall comply with the monitoring and reporting requirements identified in the Settlement Agreement between the Township and FSHC and codified in Township Ordinance No. 20-03, including an annual Mount Laurel Trust Fund accounting report and an annual report of the status of all affordable housing activity within the Township.
8. Counsel for the Township shall provide copies of this Order to the Township's service list within seven (7) days of receipt.

/s/ Linda Grasso Jones, J.S.C.

HONORABLE LINDA GRASSO JONES, J.S.C.

Michael P. Bolan, AICP, PP
P.O. Box 295
Pennington, NJ 08534

March 31, 2020

(via e-mail and regular mail)

Honorable Linda Grasso Jones, J.S.C.
Monmouth County Courthouse
71 Monument Park, 2nd Floor
Freehold, NJ 07728

Re: Township of Millstone, Docket No. MON-L-2501-15
Report for Compliance Hearing

Dear Judge Jones:

The purpose of this letter report is to present my recommendation to the Court as the Court-appointed Special Master concerning Millstone Township's (Millstone or Township) request for an Order approving the Township's Housing Element and Fair Share Plan (HEFSP) and declaring the Township's compliance with its obligation to provide a realistic opportunity for the creation of housing affordable to low and moderate income households. A Compliance Hearing for the Court to consider the entry of a Judgment of Compliance and Repose is scheduled for April 7, 2020, following the adjournment of a hearing commenced on February 27, 2020.

By way of background, on October 22, 2019 the Court conducted a Fairness Hearing and on November 12, 2019 issued an Order that approved the Settlement Agreement between the Township and Fair Share Housing Center (FSHC). The Court's Order identified a list of actions that the Township must undertake prior to the Court approving a Judgment of Compliance. On February 5, March 25 and March 26, 2020, I received multiple emails from the Township Special Counsel, Michael B. Steib, Esq., enclosing the Township's compliance documents, including the adopted and endorsed HEFSP and all of the adopted Resolutions, Ordinances and Agreements.

The following analysis compares the Township's submission to the actions outlined in the Court's November 12, 2019 Order and my report on the fairness of the Settlement Agreement, dated October 16, 2019.

Comparison of the Township's Submission to Conditions of Settlement Agreement Approval

In the following analysis the conditions of the Settlement Agreement approval are shown in *italics* and the Township's response in plain text:



1. The Township Planning Board shall adopt and the Township Committee shall endorse a Housing Element and Fair Share Plan consistent with the terms of the Settlement Agreement.

On January 29, 2020 the Township Planning Board adopted the Housing Element and Fair Share Plan (HEFSP), dated January 1, 2020, with a memorializing Resolution adopted on February 12, 2020. On February 19, 2020 the Township Committee adopted Resolution No. 20-93 endorsing the HEFSP. This condition is satisfied.

2. The Township Committee shall adopt amendments to the Affordable Housing Ordinance incorporating all of the provisions of the Settlement Agreement, applicable provisions of UHAC and COAH rules, and any other provisions that result from the adopted Housing Element and Fair Share Plan.

On March 18, 2020 the Township Committee adopted Ordinance No. 20-03, the Township's Affordable Housing Ordinance, incorporating the applicable provisions of the Uniform Housing Affordability Controls (UHAC) rules, Council on Affordable Housing (COAH) rules and the Settlement Agreement. This condition is satisfied.

3. The Township Committee shall adopt zoning ordinance amendments for the Baldachino inclusionary development, requiring a 20% affordable housing set-aside for family rental units, and shall execute a Developer's Agreement with Baldachino.

On March 18, 2020 the Township Committee adopted Ordinance No. 20-04 establishing the R-MF, Rural Multi-Family Zone for the Baldachino inclusionary development. The Ordinance requires a 20% affordable housing set-aside for family rental units. Also on March 18, 2020 the Township Committee adopted Resolution No. 20-114 approving a Developer's Agreement with Gerald Baldachino, Developer, and the executed Agreement was provided. This condition is satisfied.

4. The Township shall demonstrate compliance with the requirements of N.J.A.C. 5:93-5.5 for the Allen House II, CKV, and Shu Lee 100% affordable projects, in accordance with the terms of the Settlement Agreement, and the Township Committee shall execute Developer's Agreements with the Affordable Housing Alliance for the three projects.

Resolution No. 20-95, adopted by the Township Committee on February 19, 2020, authorized a Developer's Agreement with the Affordable Housing Alliance (AHA) for the Allen House II project, which has been executed. Additionally for Allen House II, Appendix N of the HEFSP includes the crediting documentation and affirmative marketing information; the Planning Board Resolution, dated December 11, 2019, approving the project; and, the Administrative Agent contract for the development. The project is currently in the permit stage. For CKV/Millstone Woods, the Township has submitted documentation in Appendix Q of the HEFSP; Resolution No. 20-115, adopted on March 18, 2020, authorizing a Developer's Agreement; the executed Developer's Agreement; a Conceptual Layout; a Narrative with construction schedule; and, a pro forma. For the Shu Lee Apartments, the Township has submitted documentation in Appendix P of the HEFSP; Resolution No. 20-116, adopted on March 18, 2020, authorizing a Developer's Agreement; the executed Developer's Agreement; a Conceptual Layout; a Narrative with

construction schedule; and, a pro forma. All of these developments are addressed in the Township's Resolution indicating an intent to provide municipal funding (see Paragraph 8 below). This condition is satisfied.

5. *The Township Committee shall adopt zoning ordinance amendments to implement the settlement terms with Showplace Farms, LLC.*

On March 18, 2020 the Township Committee adopted Ordinance No. 20-06, amending the Zoning Ordinance to implement the settlement terms with Showplace Farms. This condition is satisfied.

6. *The Township Committee shall adopt an updated Development Fee Ordinance.*

Section 8-22, Development Fees, of the Township's Affordable Housing Ordinance (Ordinance No. 20-03) is the updated Development Fee Ordinance. This condition is satisfied.

7. *The Township's Spending Plan shall be prepared and adopted as required by the Settlement Agreement and final HEFSP, and endorsed by the Township Committee according to statute or regulation.*

On March 18, 2020 the Township Committee adopted Resolution No. 20-111 approving the Spending Plan. The Spending Plan is included as Appendix U in the adopted and endorsed HEFSP. This condition is satisfied.

8. *The Township Committee shall adopt a resolution of intent to bond or provide other municipal funding for the Allen House II, CKV and Shu Lee 100% affordable projects, and the municipal rehabilitation and accessory apartment programs.*

On February 19, 2020 the Township Committee adopted Resolution No. 20-94 indicating an intent to bond or provide other municipal funding for the Allen House II, CKV and Shu Lee 100% affordable projects, and the municipal rehabilitation and accessory apartment programs. This condition is satisfied.

9. *The Township Committee shall adopt an ordinance to implement the accessory apartment program.*

On March 18, 2020 the Township adopted Ordinance No. 20-02 establishing the zoning standards for the Township's accessory apartment program. This condition is satisfied.

10. *The Township shall provide additional information concerning the Monmouth County rehabilitation program and the administrative procedures for the program, and shall provide a manual(s) for the municipal rehabilitation program, including a rental rehabilitation program.*

The Township is implementing a municipal rehabilitation program. On January 15, 2020 the Township Committee adopted Resolution No. 20-61 appointing AHA to administer the municipal rehabilitation program, and on February 19, 2020 adopted Resolution No. 20-91 to

fund the municipal program. The Township has submitted a 2020 Housing Rehabilitation Applicant Procedures Manual to include both owner-occupied and renter-occupied units in the program. This condition is satisfied.

11. The Township shall provide crediting documentation for the Prior Round and Third Round projects for which it is seeking credit.

Appendices E through R of the adopted and endorsed HEFSP, as well as the various Resolutions and Ordinances referenced in this report, provide the crediting documentation for the Prior Round and Third Round projects. This condition is satisfied.

12. The Township Committee shall adopt a Resolution appointing a specific municipal employee as Municipal Housing Liaison responsible for administering the affordable housing program, including affordability controls, the Affirmative Marketing Plan, and monitoring and reporting, if it has not already done so.

On February 19, 2020 the Township Committee adopted Resolution No. 20-92 appointing Kevin Abernethy, Township Administrator, as the Municipal Housing Liaison. This condition is satisfied.

13. The Township Committee shall adopt a Resolution appointing the Township's Administrative Agent to administer affordable units in accordance with the Uniform Housing Affordability Controls (UHAC, N.J.A.C. 5:80-26.1 et seq.), if it has not already done so.

The Township submitted a Contract, dated December 31, 2019, with the AHA to serve as the Township's Administrative Agent for affordability controls services for all affordable housing in the Township in accordance with N.J.A.C. 5:80-26.14. This condition is satisfied.

14. The Township Committee shall adopt a Resolution or ordinance adopting the Township's Affirmative Marketing Plan.

On February 19, 2020 the Township Committee adopted Resolution No. 20-90 adopting the Affirmative Marketing Plan. This condition is satisfied.

15. The monitoring and reporting requirements identified in Paragraphs 11, 12 and 13 of the Settlement Agreement shall be continuing conditions of the Court's approval.

Section 8-2, Monitoring and Reporting Requirements, of the Township's Affordable Housing Ordinance (Ordinance No. 20-03) incorporates the monitoring and reporting requirements of the Settlement Agreement. This condition is satisfied.

Summary

The Township of Millstone has satisfied all of the conditions of the Court's Order approving the Settlement Agreement between the Township and FSHC, and I can recommend that the Court issue a Judgment of Compliance and Repose to run through July 1, 2025.

The Township's revised crediting charts, identified as Millstone Compliance Tables and dated January 2020 (attached to this report), should be attached to the Order approving the Judgment of Compliance and Repose, as these charts are the accurate record of the Township's compliance activities.

Sincerely,

Michael P. Bolan, AICP, PP

cc. Michael Steib, Esq., via email only
Bassam Gergi, Esq., via email only
Fred Heyer, PP, AICP, via email only
McKinley Mertz, PP, AICP, via email only
Derrick Griggs, via email only
Richard Hoff, Esq., via email only
John Giunco, Esq., via email only
Supreme Court service list, via email only

Millstone Compliance Tables: January 2020

Prior Round Obligation (1987-1999)	81
Millstone Road Group Home	3*
Red Valley Road	3
Indian Path Inclusionary	6
Bonus Credits	6
Millstone Canwright House	9
Bonus Credits	9
Novad House	1
Bonus Credits	1
RCA with Asbury Park	46
Prior Round Total	**84***

*Pursuant to the 2019 Court-approved settlement agreement, the Township will carry forward the three excess credits from the Millstone Road Group Home to the Township's Third Round obligation.

Third Round Obligation	231	Rental Bonus Credit
Prior round carryover / Millstone Road Group Home	3	
Millstone Road Group Home	2	
Red Valley Road	2	
Indian Path Inclusionary	2	
Millstone Canwright House	2	
Group Home I	6	
Group Home II	6	
Allen House I	10	
Burnt Tavern Apartments	4	4
Shu Lee Apartments	30	10
Allen House II	10	
CKV	49	
Baldacino	48	44
Affordable Accessory Apartment Overlay	10	
Total Units	**184**	-
Total Rental Bonus Credits	-	58
TOTAL	**242**	

Appendix D

2023 Order Approving Amendment to the Settlement Agreement with Fair Share Housing Center and Housing Element and Fair Share Plan

SURENIAN, EDWARDS, BUZAK& NOLAN, LLC
311 Broadway, Suite A,
Point Pleasant Beach, NJ 08742
(732) 612-3100
By: Jeffrey R. Surenian, Esq. (Attorney ID: 024231983)
Christine M. Faustini, Esq. (Attorney ID: 023361993)
Attorneys for Declaratory Plaintiff, the Township of Millstone

IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF MILLSTONE, COUNTY OF MONMOUTH	**SUPERIOR COURT OF NEW JERSEY** LAW DIVISION: MONMOUTH COUNTY DOCKET NO.: **MON-L-2501-15** Civil Case Mount Laurel **ORDER APPROVING AMENDMENT TO FSHC SETTLEMENT AGREEMENT, AND APPROVING CHANGES TO THE HOUSING ELEMENT AND FAIR SHARE PLAN TO IMPLEMENT AMENDED AGREEMENT**

THIS MATTER having been brought before the Court by Surenian, Edwards, Buzak & Nolan, LLC, and Jeffrey R. Surenian, Esq. appearing on behalf of declaratory Plaintiff, Township of Millstone (hereinafter "Millstone" or "Township") via Declaratory Judgment to approve (a) the Amendment to the Township's September 5, 2019 Settlement Agreement with Fair Share Housing Center (hereinafter "FSHC") and Showplace Farms, LLC (hereinafter "Amendment to FSHC Agreement") and the changes to Housing Element and Fair Share Plan the Court previously approved to implement the changes set forth in the Amendment to FSHC Agreement; and the Court having previously approved the Township's Settlement Agreement with FSHC, dated September 5, 2019, pursuant to an Order, dated November 12, 2019 (Exhibit A); and the Court having previously approved the Township's Housing Element and Fair Share Plan, dated January 1, 2020, (Exhibit D) pursuant to a Judgment of Compliance and Repose entered on April 28, 2020

(hereinafter "JOR") (Exhibit E); and Affordable Housing Alliance, Inc., (hereinafter "AHA"), a developer of municipally-sponsored projects in the Township's approved Housing Element and Fair Share Plan having requested changes to the court-approved Settlement Agreement and the approved Housing Element and Fair Share Plan; and other less significant changes having been needed to the previously approved Housing Element and Fair Share Plan; and, more specifically, AHA having sought to change the manner in which affordable housing would be generated on a site typically referred to as the CKV site to increase the likelihood of obtaining funding for the CKV project; and the new funding source created earlier this year is quickly evaporating, highlighting the need for AHA to secure funding from this new source before no monies are left; and, in order for CKV to be competitive for the quickly evaporating funding source, AHA needed the Township (a) to Amend its Agreement with FSHC; (b) to amend its Housing Element and Fair Share Plan to implement the Amendment to the agreement with FSHC; and (c) to secure Court approval of the Amendment to the FSHC Agreement and the changes to the previously approved Housing Element and Fair Share Plan; and the Township having amended its agreement with FSHC; and the Township having amended its Housing Element and Fair Share Plan to implement the Amendment to the FSHC Agreement; and (c) the Township having applied to the Court for approval of the Amendment to the FSHC Agreement and the changes to the previously approved Housing Element and Fair Share Plan; and, more specifically, the Township's professionals, FSHC and Showplace Farms, LLC having agreed to the Amendment to the FSHC Agreement, dated on or about July 5, 2023 (Exhibit B); and the Planning Board having adopted an Amended Housing Element and Fair Share Plan, dated May 26, 2023 (hereinafter "Amended HEFSP") on June 14, 2023 and the Township endorsing the Amended HEFSP on July 5, 2023 to implement the changes created by the Amendment to the FSHC Agreement and to make various other less significant

changes to the approved Plan; and the Court having set a date for July 31, 2023 for a Joint Fairness and Compliance Hearing to determine whether (1) the Amendment to the FSHC Agreement is fair, reasonable and adequately protects the interests of low- and moderate-income households, and (2) the changes created by the Amended HEFSP to implement the changes called for by the Amendment to the FSHC Agreement does not change the conclusion that the Township is in compliance with its affordable housing obligations; and the Township having provided proper public and actual notice of the Joint Fairness and Compliance Hearing; and Counsel for the Township having prepared a Certification of Public Notice of Jeffrey R. Surenian, Esq., to document that proper notice of the Joint Fairness and Compliance Hearing has been given (Exhibit I); and the Township's Notice having set a deadline of July 24, 2023 to receive written objections to the Amended FSHC Agreement and/or the changes to the previously approved Housing Element and Fair Share Plan; and no written objections having been received; and the Township having further provided the Court a Certification of Chris Pugliese detailing the urgency of securing court approval of the Amendment to the FSHC Agreement and the changes to the previously approved Housing Element and Fair Share Plan (Exhibit P-7); and the Court having reviewed all documents filed with the Court and submitted by the Township as evidence for the Joint Fairness and Compliance Hearing; and the Court appreciating the need for a prompt resolution of the Township's application for approvals to facilitate AHA's ability to secure funding; and the Court being satisfied that the parties are entitled to the relief sought; and good cause having been shown;

IT IS HEREBY ORDERED ON THIS 31st day of July 2023, as follows:

1. The primary changes to the September 5, 2019 Settlement Agreement reflected in the Amendment to the FSHC Agreement (Exhibit B) concerns the CKV project (located at 27 Burnt Tavern Rd., Block 57, Lot 16.03), which will be increased in size from 49 units to 66 units

plus an additional one for the superintendent to maximize the ability of CKV to obtain access to Low Income Housing Tax credits; and

2. Additional changes have been made to the September 5, 2019 Settlement Agreement reflected in the Amendment to the FSHC Agreement, which primarily include the following:

a. The Shu Lee Apartments (located at 10 & 14 Novad Court; Block 57.01, Lot 21.02) will be reduced from 30 units to 25 units to maximize that developer's ability to obtain funding; and

b. 6 Novad Court (Block 57.01, Lot 20.01) will be redeveloped with three (3) two-bedroom affordable rental units.

3. The Planning Board has adopted and the Township has endorsed an Amended Housing Element and Fair Share Plan (Exhibit F) that modifies the Housing Element and Fair Share Plan the Court previously approved (Exhibit D) to incorporate the changes set forth in the Amendment to the FSHC Agreement (Exhibit B).

4. The Court finds and determines pursuant to the judicial standards prescribed by the Appellate Division in East/West Venture v. Bor. Of Fort Lee, 289 N.J. Super. 311 (App. Div. 1996) and in Morris County Fair Housing Council v. Boonton Tp., 197 N.J. Super. 359 (Law Div. 1984), affd o.b., 209 N.J. Super. 108 (App. Div. 1986) and through analysis of the Amendment to the FSHC Agreement, and comparison to the previously approved September 5, 2019 Settlement Agreement, and the consent of the parties to the Amendment to the FSHC Agreement, that the Amendment to the FSHC Agreement between the Township, FSHC, Showplace Farms, LLC (Exhibit B) is fair, reasonable and adequately protects the interest of low- and moderate-income households, and the Court hereby approves the Amendment to the FSHC Agreement. The primary

changes to the January 1, 2020 Housing Element and Fair Share Plan (Exhibit D), which was the subject of the April 27, 2020 Judgment of Compliance and Repose (Exhibit E), and reflected in the May 26, 2023 Amended HEFSP (Exhibit F) are designed to effectuate the changes created by the Amendment to the FSHC Agreement, as summarized in Paragraphs 1 and 2 above . The changes made to the Housing Element and Fair Share Plan this Court previously approved when it entered a JOR have resulted in an Amended Housing Element and Fair Share Plan (Exhibit F) that is even more beneficial to LMI households; and, therefore, all of the protections conferred by the JOR are hereby preserved in their entirety. More specifically, the JOR, which provided the Township with repose from all exclusionary zoning lawsuits for a ten-year period beginning on July 2, 2015 and ending on July 1, 2025, remains unchanged and in full force and effect.

5. The ongoing monitoring and reporting requirements contained in the original JOR (Paragraph 7 of the order, dated April 28,2020) also remain in effect.

6. A copy of this Order shall be deemed served on all counsel of record upon filing on eCourts.

/s/ Linda Grasso Jones, J.S.C.
Honorable Linda Grasso Jones, J.S.C.

[ ] Opposed **[X] Unopposed**

TABLE OF EXHIBITS

Exhibit A Order approving the FSHC Settlement Agreement (attached), dated November 12, 2019

Exhibit B Amendment to Agreement with FSHC, dated July 5, 2023

Exhibit C Adopted Resolution No. 23-157 authorizing execution of Settlement Agreement Amendment and endorsing the June 14, 2023 Amended Housing Element and Fair Share Plan.

Exhibit D Housing Element and Fair Share Plan, adopted January 29, 2020.

Exhibit E Judgment of Compliance and Repose, dated April 28, 2020

Exhibit F Amended Housing Element and Fair Share Plan, adopted June 14, 2023

Exhibit G Planning Board Resolution, dated June 14, 2023, adopting the May 26, 2023 Amended Housing Element and Fair Share Plan

Exhibit H Certification of Chris Pugliese

Exhibit I Notice Certification of Jeffrey R. Surenian, Esq.

Appendix E

Township Resolution #2025-91 establishing Fourth Round Present and Prospective Need and Complaint Seeking Entry of Declaratory Judgment

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742
(732) 612-3100
By: Jeffrey R. Surenian, JRS@Surenian.com; Attorney ID: 024231983
Michael C. Borneo, MCB@Surenian.com; Attorney ID: 006101999
Attorneys for Declaratory Plaintiff, Township of Millstone

IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF MILLSTONE, COUNTY OF MONMOUTH, STATE OF NEW JERSEY	**SUPERIOR COURT OF NEW JERSEY** LAW DIVISION: MONMOUTH COUNTY DOCKET NO.: MON-**L-____** **CIVIL ACTION** AFFORDABLE HOUSING PER DIRECTIVE # 14-24 **COMPLAINT FOR DECLARATORY RELIEF PURSUANT TO DIRECTIVE# 14-24**

Declaratory Plaintiff, the Township of Millstone, County of Monmouth, State of New Jersey (hereinafter, "Millstone" or the "Township"), a municipal corporation of the State of New Jersey, with principal offices located at 470 Stagecoach Road Millstone, New Jersey 08510, by way of this Declaratory Judgment Action ("DJ Action") as authorized under Directive # 14-24 of the Administrative Office of the Courts, alleges and says:

Background

1. Millstone is a municipal corporation of the State of New Jersey.

2. The Planning Board of the Township of Millstone (hereinafter, "Planning Board") is a municipal agency created and organized under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq., ("MLUL"), and, among other duties and obligations, is responsible for adopting the Housing Element and Fair Share Plan ("HEFSP") of Millstone's Master Plan.

3. Through this DJ Action, Millstone seeks the following relief in relation to its Fourth Round (2025-2035) affordable housing obligation: (a) to secure the jurisdiction of the Affordable Housing Alternative Dispute Resolution Program (the "Program") pursuant to P.L. 2024, c.2 (hereinafter, the "Act") and the Court, pursuant to Directive # 14-24; (b) to have the Program and the Court approve the Township of Millstone's Present and Prospective affordable housing obligations as set forth in the binding resolution adopted by the Township, attached hereto as **Exhibit 1**; (c) to have the Program and the Court approve a HEFSP to be adopted by the Planning Board and endorsed by the Council and issue a conditional or unconditional "Compliance Certification" pursuant to the Act or other similar declaration; (d) to the extent it is not automatically granted pursuant to the Act, through the filing of this DJ Action and binding resolution, to have the Program and the Court confirm Millstone's immunity from all exclusionary zoning litigation , including builder's remedy lawsuits, during the pendency of the process outlined in the Act and for the duration of Fourth Round, i.e., through June 30, 2035; and (e) to have the Program and the Court take such other actions and grant such other relief as may be appropriate to ensure that the Township receive and obtain all protections as afforded to it in complying with the requirements of the Act, including, without limitation, all immunities and presumptions of validity necessary to satisfy its affordable housing obligations voluntarily without having to endure the expense and burdens of unnecessary third party litigation.

COUNT I
ESTABLISHMENT OF JURISDICTION UNDER P.L.2024, C. 2

4. The Township of Millstone repeats and realleges each and every allegation as set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

5. The Act represents a major revision of the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 *et seq*.

6. Among other things, the Act abolished the Council on Affordable Housing (hereinafter, "COAH"), and replaced it with seven retired, on recall judges designated as the Program. Among other things, the Act authorized the Director of the Administrative Office of the Courts, (hereinafter, respectively, "Director" and "AOC") to create a framework to process applications for a compliance certification.

7. On or about December 13, 2024, the Director issued Directive # 14-24, which among other things, required municipalities seeking compliance certification to file an action in the form of a declaratory judgment complaint and Civil Case Information Statement in the County in which the municipality is located within 48 hours after the municipality's adoption of a binding resolution as authorized under the Act and attach a copy of said binding resolution to the DJ Action.

8. Millstone adopted a binding resolution establishing its present and prospective affordable housing obligations within the statutory window of time set forth in the Act and in accordance with the methodology and formula set forth in the Act, a certified copy of which resolution is attached to this DJ Action as **Exhibit 1**.

9. Based on the foregoing, Millstone has established the jurisdiction of the Program and the Court in regard to this DJ Action for a compliance certification as set forth hereinafter.

WHEREFORE, the Township of Millstone seeks a declaratory judgment for the following relief:

a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set

forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of the Township under the Act;

c. Declaring the approval of the Township's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Township Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of Millstone for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT II
DETERMINATION OF THE PRESENT AND PROSPECTIVE NEED OF THE TOWNSHIP OF MILLSTONE

10. Millstone repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

11. The Act adopted the methodology to calculate every municipality's present and prospective need affordable housing obligation for the Fourth Round (2025-2035) and beyond.

12. The Act directed the Department of Community Affairs ("DCA") to apply the methodology and to render a non-binding calculation of each municipality's present and prospective affordable housing obligations to be contained in a report to be issued not later than October 20, 2024.

13. The DCA issued its report on October 18, 2024.

14. Pursuant to the October 18, 2024 report, the DCA calculated Millstone's present and prospective affordable housing obligations as follows:

PRESENT NEED (REHABILITATION OBLIGATION)	**FOURTH ROUND PROSPECTIVE NEED OBLIGATION (2025-2035)**
7	98

15. Pursuant to the Act, a municipality desiring to participate in the Program is obligated to adopt a "binding resolution" determining its present and prospective affordable housing obligations to which it will commit based upon the methodology set forth in the Act.

16. Millstone adopted a binding resolution, a copy of which is attached hereto and made a part hereof as Exhibit 1 to this DJ Action.

17. The binding resolution maintains that the Present ("Rehabilitation") Need obligation of Millstone is 7 and its Prospection Need obligation is 98.

18. Millstone seeks the approval of and confirmation by the Program and the Court of the Present and Prospective affordable housing obligations as set forth in the binding resolution attached hereto and made a part hereof as **Exhibit 1** or the adjustment of those obligations consistent with the Act and the applicable COAH regulations.

19. Pursuant to the binding resolution, the Township of Millstone reserves all rights to amend its affordable housing obligations in the event of a successful legal challenge, or legislative change, to the Act.

20. Pursuant to the binding resolution, Millstone specifically reserves the right to seek and obtain 1) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 2) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); 3) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 4) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 5) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or 6) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

WHEREFORE, the Township of Millstone seeks a declaratory judgment for the following relief:

a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set

forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of Millstone under the Act;

c. Declaring the approval of Millstone's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to Millstone for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT III
HOUSING ELEMENT AND FAIR SHARE PLAN

21. The Township of Millstone repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

22. Pursuant to the Act, a Housing Element and Fair Share Plan (hereinafter, ("HEFSP") must be prepared adopted by the Planning Board and endorsed, by June 30, 2025.

23. Millstone hereby commits for its professionals to prepare the appropriate HEFSP to address its affordable housing obligations, as determined by the Program and the Court which HEFSP shall apply as appropriate, any applicable adjustments, including, without limitation, 1) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 2) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); 3) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 4) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 5) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or 6) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

WHEREFORE, the Township of Millstone seeks a declaratory judgment for the following relief:

a. Declaring that Millstone has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set

forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of Millstone under the Act;

c. Declaring the approval of Millstone's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that the Township of Millstone continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of Millstone for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT IV
CONFIRMATION OF IMMUNITY

24. The Township of Millstone repeats and realleges each and every allegation set forth in the previous paragraphs of this declaratory judgment complaint as if set forth herein in full.

25. Pursuant to the Act, a municipality that complies with the deadlines in the Act for both determining present and prospective affordable housing obligations affordable housing obligations and for adopting an appropriate HEFSP shall have immunity from exclusionary zoning litigation.

26. The Township of Millstone has met the deadline for the adoption and filing of its binding resolution (and the filing of this DJ Action in accordance with Directive # 14-24) not later than January 31, 2025 by adopting the binding resolution attached to this DJ Action as Exhibit 1, and has committed to the adoption of its HEFSP by the June 30, 2025.

27. Without waiving any judicial immunity from exclusionary zoning litigation that Millstone possesses as a result of any applicable Judgment of Compliance and Repose entered in favor of the Township in Round 3, Millstone has qualified for continued immunity under the Act while pursuing its certification of compliance in the instant matter.

WHEREFORE, the Township of Millstone seeks a declaratory judgment for the following relief:

a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of Millstone under the Act;

c. Declaring the approval of Millstone's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that Millstone continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to Millstone for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Attorneys for the Declaratory Plaintiff

Township of Millstone

Jeffrey R. Surenian

By: _____
Jeffrey R. Surenian, Esq.

Dated: January 16, 2025

CERTIFICATION PURSUANT TO R. 4:5-1

Jeffrey R. Surenian, Esq., of full age, hereby certifies as follows:

1. I am a member of the Firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for declaratory plaintiff, Township of Millstone.
2. To the best of my knowledge, there is no other action pending in any court or any pending arbitration proceeding of which the matter in controversy herein is the subject and no such other action or arbitration proceeding is contemplated. To the best of my knowledge, there are no other parties who should be joined in this action.
3. The within Complaint was filed and served within the time prescribed by the Rules of Court.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of Millstone

Jeffrey R. Surenian

By: _____
Jeffrey R. Surenian, Esq.

Dated: January 16, 2025

CERTIFICATION PURSUANT TO R. 1:38-7(b)

Jeffrey R. Surenian, Esq., of full age, hereby certifies as follows:

1. I am a member of the firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for Declaratory Plaintiff, Township of Millstone.
2. I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of Millstone

Jeffrey R. Surenian
By: _____
Jeffrey R. Surenian, Esq.

Dated: January 16, 2025

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, notice is hereby given that Jeffrey R. Surenian, Esq., attorney for the Declaratory Plaintiff, Township of Millstone is designated as trial counsel in the above captioned matter.

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of Millstone

Jeffrey R. Surenian
By: _____
Jeffrey R. Surenian, Esq.

Dated: January 16, 2025

EXHIBIT 1

RESOLUTION NO. 25-62
MEETING DATE: 01-15-2025

RESOLUTION OF THE TOWNSHIP OF MILLSTONE, COUNTY OF MONMOUTH, COMMITTING TO COMPLY WITH AFFORDABLE HOUSING OBLIGATIONS FOR ROUND 4

C/Ziner offered the following Resolution and moved its adoption, which was second by **C/Zabrosky.**

WHEREAS, on March 20, 2024, Governor Murphy signed into law an Amendment to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) (hereinafter "Amended FHA"); and

WHEREAS, the Amended FHA requires the Department of Community Affairs ("DCA") to produce non-binding estimates of fair share obligations on or before October 20, 2024; and

WHEREAS, the DCA issued a report on October 18, 2024 ("DCA Report") wherein it reported its estimate of the obligation for all municipalities based upon its interpretation of the standards in the Amended FHA; and

WHEREAS, the DCA Report identifies the Township's Present Need, also referred to as its Rehabilitation Obligation, as 7 and its Round 4 Prospective Need as 98; and

WHEREAS, the Amended FHA provides that the DCA Report is non-binding, thereby inviting municipalities to demonstrate that the Amended FHA would support lower calculations of Round 4 affordable housing obligations; and

WHEREAS, the Amended FHA further provides that "[a]ll parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by COAH unless those regulations are contradicted by statute, including P.L. 2024, c.2, or binding court decisions" (N.J.S.A 52:27D-311 (m); and

WHEREAS, COAH regulations authorize vacant land adjustments as well as durational adjustments; and

WHEREAS, based on the foregoing, the Township of Millstone accepts the DCA calculations of its fair share obligations and commits to its fair share of 7 units present need and 98 units prospective need subject to any vacant land and/or durational adjustments it may seek as part of the Housing Element and Fair Share Plan it submits by the June 30, 2025 deadline the Amended FHA establishes and

WHEREAS, the Township of Millstone reserves the right to comply with any additional amendments to the FHA that the Legislature may enact; and

WHEREAS, the Township of Millstone also reserves the right to adjust its position in the event of any rulings in the Montvale case (MER-L-1778-24) or any other such action that alters the deadlines and/or requirements of the Amended FHA; and

WHEREAS, in the event that a third party challenges the calculations provided for in this Resolution, the Township of Millstone reserves the right to take such position as it deems appropriate in response thereto, including that its Round 4 Present or Prospective Need Obligations should be lower than described herein; and

WHEREAS, in light of the above, the Township of Millstone finds that it is in the best interest of the Township to declare its commitment to the obligations reported by the DCA on October 18, 2024 subject to the reservations set forth herein; and

WHEREAS, in addition to the foregoing, nothing in Amended FHA requires or can require an increase in the Township's Round 4 Present or Prospective Need Obligations based on a successful downward challenge of any other municipality in the region since the plain language and clear intent of Amended FHA is to establish, for example, unchallenged numbers by default on March 1, 2025; and

WHEREAS, in addition to the above, the Acting Administrative Director issued Directive #14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, pursuant to Directive #14-24, a municipality seeking a certification of compliance with the FHA shall file an action in the form of a declaratory judgment complaint in the county in which the municipality is located within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner; and

WHEREAS, the Township of Millstone seeks a certification of compliance with the FHA and, therefore, directs its Affordable Housing Counsel to file a declaratory relief action within 48 hours of the adoption of this resolution in Monmouth County and with the Program.

NOW, THEREFORE, BE IT RESOLVED on this 15th day of January, 2025 by the Township of Millstone as follows:

1. All of the above Whereas Clauses are incorporated into the operative clauses of this resolution.

2. The Township of Millstone hereby commits to the obligations the DCA reported on October 18, 2024, 7 units for the Present Need or rehab obligation and 98 for the Round 4 Prospective Need Obligation of 98 subject to all reservations of rights, which specifically include:

a) The right to a vacant land adjustment or a durational adjustment in accordance with COAH regulations;

b) The right to comply with the NJILGA Legislation if the Legislature enacts it;

c) The right to adjust its obligation in the event of any future legislation that adjusts the obligations the DCA reported on October 18, 2024;

c) The right to comply with any future Legislation that changes its obligations under current law;

d) The right to adjust its obligations based upon any ruling in the Montvale litigation or other litigation; and

e) The right to adjust its obligations in the event of a third party challenge to the obligations of the Township of Millstone and the Township defends itself.

3. The Township of Millstone hereby directs its Affordable Housing Counsel to file a declaratory judgment complaint in Monmouth County within 48 hours after adoption of this resolution attaching this resolution.

4. The Township of Millstone authorizes its Affordable Housing Counsel to attach this resolution as an exhibit to the declaratory judgment action that is filed and to submit and/or file this resolution with the Program or any other such entity as may be determined to be appropriate.

5. This resolution shall take effect immediately, according to law.

ROLL CALL:
AYES: **C/Zabrosky, C/Ziner, M/Ferro**
NAYS: **None**
ABSTAIN: **None**
ABSENT: **C/Davis, DM/Morris**

I HEREBY CERTIFY the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee at its meeting of January 15, 2025.

Kathleen Hart

Kathleen Hart, RMC
Municipal Clerk

Appendix F

2025 Order Setting Round 4 Present and Prospective Need Obligations

PREPARED BY THE COURT:

IN THE MATTER OF THE DECLARATORY JUDGMENT ACTION OF THE TOWNSHIP OF MILLSTONE, MONMOUTH COUNTY PURSUANT TO P.L. 2024, CHAPTER 2	SUPERIOR COURT OF NEW JERSEY LAW DIVISION – CIVIL PART MONMOUTH COUNTY DOCKET NO. MON-L-189-25 Civil Action **ORDER FIXING MUNICIPAL OBLIGATIONS FOR "PRESENT NEED" AND "PROSPECTIVE NEED" FOR THE FOURTH ROUND HOUSING CYCLE**

THIS MATTER, having come before the Court on its own motion, *sua sponte*, on the Complaint for Declaratory Judgment filed on January 16, 2025 ("DJ Complaint") by the Petitioner, Township of Millstone ("Petitioner" or "Municipality"), pursuant to N.J.S.A. 52:27D-304.2, -304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.* (collectively, the "FHA"), and in accordance with Section II.A of Administrative Directive #14-24 ("Directive #14-24") of the Affordable Housing Dispute Resolution Program (the "Program"), seeking a certification of compliance with the FHA;

AND IT APPEARING, that on October 18, 2024, pursuant to the FHA (as amended), the New Jersey Department of Community Affairs ("DCA") issued its report entitled *Affordable Housing Obligations for 2025-2035 (Fourth Round),*[1] therein setting forth the present need and prospective need obligations of all New Jersey municipalities for the Fourth Round housing cycle (the "DCA's Fourth Round Report");

[1] *See* https://nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf

AND IT APPEARING that, pursuant to the DCA's Fourth Round Report, the **present need** obligation of the Petitioner has been calculated and reported as 7 affordable units, and its **prospective need** obligation of the Petitioner has been calculated and reported as 98 affordable units, and which calculations have been deemed presumptively valid for purposes of the FHA;

AND THE COURT, having determined that no interested party has filed a challenge to the Petitioner's DJ Complaint by way of an Answer thereto as provided for and in accordance with Section II.B of Directive #14-24 of the Program;

AND THE COURT, having found and determined, therefore, that the present need and prospective need affordable housing obligations of the Petitioner for the Fourth Round housing cycle as calculated and reported in the DCA's Fourth Round Report have been committed to by the Petitioner and are uncontested, and for good cause having otherwise been shown:*

IT IS, THEREFORE, on this 1st day of **APRIL, 2025 ORDERED AND ADJUDGED** as follows:

1. That the present need obligation of the Municipality, be, and hereby is fixed as 7 affordable units for the Fourth Round housing cycle.

2. That the prospective need obligation of the Municipality, be, and hereby is fixed as 98 affordable units for the Fourth Round Housing cycle; and

3. That the Petitioner is hereby authorized to proceed with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the present need and prospective need allocations aforesaid (and which plan shall include the elements set forth in the "Addendum" attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay.

IT IS FURTHER ORDERED, that a copy of this Order shall be deemed served on the Petitioner and Petitioner's counsel.

SO ORDERED:

Hon. Linda Grasso JSC.

HON. LINDA GRASSO JONES, J.S.C.

(X) Uncontested.

*Pursuant to N.J.S.A. 52:27D-304.1, "[i]f the municipality meets th[e] January 31 [, 2025] deadline [for adoption of a binding resolution setting forth a determination of present and prospective fair share obligation for the fourth round], then the municipality's determination of its obligation shall be established by default and shall bear a presumption of validity beginning on March 1, 2025, as the municipality's obligation for the fourth round, unless challenged by an interested party on or before February 28, 2025." The municipality's determination of its present and prospective fair share obligation for the fourth round was adopted prior to January 31, 2025 in accordance with N.J.S.A. 52:27D-304.1, and no challenge was filed in response thereto. A presumption of validity thus attaches to the determination made by the municipality that is set forth in the resolution adopted by the municipality and which is incorporated within this order.

Appendix G

Corrective Deed for 6 Novad Court

Monmouth County Document Summary Sheet

MONMOUTH COUNTY CLERK
PO BOX 1251
MARKET YARD
FREEHOLD NJ 07728

Return Name and Address
BRIAN J. CHABAREK, ESQ.
DAVISON EASTMAN MUNOZ PAONE, P.A.
MONMOUTH EXECUTIVE CENTER
100 WILLOW BROOK ROAD, SUITE 100
FREEHOLD, NEW JERSEY 07728

Official Use Only

Submitting Company	DAVISON EASTMAN MUNOZ PAONE, P.A.
Document Type	Corrective Deed
Document Date *(mm/dd/yyyy)*	
No. of Pages of the Original Signed Document *(Including the cover sheet)*	6
Consideration Amount *(If applicable)*	

	Name(s) *(Last Name First Name Middle Initial Suffix) (or Company Name as written)*	**Address** *(Optional)*
First Party *(Grantor or Mortgagor or Assignor)* *(Enter up to five names)*	Millstone Township	
Second Party *(Grantee or Mortgagee or Assignee)* *(Enter up to five names)*	Affordable Housing Alliance, Inc.	

Parcel Information *(Enter up to three entries)*

Municipality	Block	Lot	Qualifier	Property Address
Millstone Township	57.01	20.01		

Reference Information *(Enter up to three entries)*

Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date
	9672	6490		

**DO NOT REMOVE THIS PAGE.*
DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF MONMOUTH COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

Prepared By:
Blake R. Laurence, Esq.

CORRECTIVE DEED

This Deed is made on April 21, 2025

BETWEEN Township of Millstone, a Municipal Corporation of the State of New Jersey

whose address is: 470 Stage Coach Road, Millstone Township, New Jersey 08535

referred to as the **Grantor.**

AND Affordable Housing Alliance, Inc.

whose address is: 3535 Route 66, Building 4, Parkway 100 Complex, Neptune, New Jersey 07753

referred to as the **Grantee.**

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

TRANSFER OF TITLE. The Grantor does hereby grant and convey the property described below to the Grantee.

CONSIDERATION. This transfer of ownership is made for the sum and consideration of ONE DOLLAR AND NO/100 ($1.00). The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. The property located in the Municipality of the Township of Millstone, Block No. 57.01, Lot No. 20.01.

PROPERTY DESCRIPTION. The property consists of all the land, buildings, structures and improvements contained on the property, and is located in the Township of Millstone, County of Monmouth and State of New Jersey. The legal description is as follows:

Beginning at a point, said point being the following courses from the easterly point of reverse curvature of the curve connecting the northeasterly right-of-way line of Pine Drive (variable R.O.W.) and the northwesterly right-of-way line of Novad Court (49.22' R.O.W.) having a radius of 39.37 feet and an arc length of 59.10 feet:

a. Northeasterly along said northwesterly line of Novad Court along a curve bearing to the right having a radius of 844.81 feet and an arc length of 375.02 feet,

b. Continuing along said northwesterly line of Novad Count on a course of N 46° 51' 19" E, a distance of 23.66 feet; and running thence;

1. along the dividing line between lots 20.01 and 19.03 in block 57.01 on a course of N 45° 57' 12" W, a distance of 19.06 feet to a point, and running thence;

2. along said dividing line between lots 20.01 and 19.03 in block 57.01 on a course of S 30° 59' 03" W, a distance of 56.57 feet to a point, said point being marked by a concrete monument found, and running thence;

3. along the dividing line between lots 20.01 and 22 in block 57.01 on a course of N 25° 19' 09" W, a distance of 274.30 feet to a point, and running thence;

4. along the dividing line between lots 20.01 and 21.02 in block 57.01 on a course of N77° 03' 51" E, a distance of 51.50 feet to a point, and running thence;

5. along the dividing line between lots 20.01 and 21.02 in block 57.01 on a course of N 84° 43' 51" E, a distance of 21.30 feet to a point, and running thence;

6. along the dividing line between lots 20.01 and proposed lot 20.02 in block 57.01 on a course of S 43° 08' 41" E, a distance of 225.71 feet to a point in the northwesterly line of Novad Court, and running thence;

7. along said northwesterly line of Novad Court on a course of S 46° 51' 19" W, a distance of 89.94 feet to a point, said point being the point and PLACE OF BEGINNING.

The above description being in accordance with a survey prepared by Peter R. Avakian, P.E. & L.S. dated May 27, 2023.

FOR INFORMATION PURPOSES ONLY: BEING commonly known as 6 Novad Ct, Tax Lot 20.01 in Tax Block 57.01 on the Official Tax Map of the Township of Millstone, NJ.

BEING the same property conveyed to Andrew A. Anselmo and Sandy Herman (formerly Anselmo) by deed dated March 18, 2002 and recorded on March 28, 2002 in Deed Book 8094, Page 6109

BEING the same property conveyed to the Township of Millstone, a Municipal Corporation of the County of Monmouth and State of New Jersey by Millstone Boro, L.L.C., dated August 6, 2009 and recorded on August 29, 2009 in the Monmouth County Clerk/Register's Office in Deed Book 8793, Page 384.

Thereafter, the premises were subdivided pursuant to Deed from Township of Millstone, dated August 4, 2010 and recorded on August 17, 2010 in the Monmouth County Clerk/Register's Office in Deed Book 8845, Page 4209.

The purpose of this Corrective Deed is to remove all references to age-restriction in the Deed Restriction paragraph of a Deed between the Township of Millstone and Affordable Housing Alliance, Inc. recorded in the Monmouth County Clerk's Office on December 28, 2023 in Book 9672, Page 6490.

DEED RESTRICTION

The Grantee shall have and hold this property for such time as the property shall be used for the purpose of providing affordable housing. Grantee will construct and manage a new dwelling on the property to provide initially for approximately three (3) units. Use of the property by Grantee shall adhere to the following conditions and restrictions which are deemed by the Township and understood by the Grantee as being integral and essential to this conveyance; (a) the property will be occupied only by a household who meets certain affordability requirements as determined by funding requirements such as but not limited to DCA National Housing Trust, and Monmouth County HOME rescue plan, which may be further restricted and limited as required by such funding sources, and (b) be subject to reasonable background checks.

If this property ever ceases to be used as affordable housing, or the Grantee chooses not to use it or abandons it at any point in time, the title to the Property and all its improvements shall revert back to the Grantor for no consideration.

The within conveyance is made subject to zoning ordinances, restrictions, covenants, rights of way, easements, setbacks, overlaps, encroachments and licenses of record, if any, which would be divulged by an accurate survey.

The buyers use of the property shall at all times be in conformity with all laws and regulations of the United States, the State of New Jersey, the County of Monmouth and the ordinance of the Township of Millstone as such laws, regulations and ordinances may from time to time be supplemented and amended. However, the protections of the non-conforming use doctrine shall apply if there are any zoning regulation changes.

PROMISES BY GRANTOR. The Grantor promises and warrants that Grantor, by acts of the Grantor, has not encumbered the property. This promise means that the Grantor has not allowed anyone else to obtain any legal right which would affect the property being transferred (such as a mortgage or entering a judgment against the Grantor).

SIGNATURES. The Grantor signs this Deed as of the date first above written.

Witnessed or Attested by: Township of Millstone

Kathleen Hart, Township Clerk

Al Ferro, Mayor

STATE OF NEW JERSEY :
SS:
COUNTY OF MONMOUTH :

BE IT REMEMBERED, on this 22nd day of April, 2025, before me the subscriber, personally appeared, Kathleen Hart, who, being by me duly sworn on her oath, deposes and make proof to my satisfaction, that she is the Clerk of the Township of Millstone, the municipal corporation named in the within Instrument; that Al Ferro is the Mayor of said Township; that the execution as well as the making of this Instrument, has been duly authorized by proper Ordinance of the Township Committee of said Township; that deponent well knows the corporate seal of said Township; and that the seal affixed and said Instrument signed and delivered by said Mayor as and for said voluntary act and deed of said Township, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Kathleen Hart, Township Clerk

Sworn and Subscribed to
before me this 22nd day
of April, 2025

Notary Public

DANIELLE B. SIMS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 26, 2027

GIT/REP-3
(8-24)
(Print or Type)

State of New Jersey
Seller's Residency Certification/Exemption

Seller's Information

Name(s)
Township of Millstone, a Municipal Corporation of the State of New Jersey

Current Street Address
470 Stage Coach Road

City, Town, Post Office | State | ZIP Code
Millstone Township | NJ | 08535

Property Information

Block(s) | Lot(s) | Qualifier
57.01 | 20.01 |

Street Address
6 Novad Court

City, Town, Post Office | State | ZIP Code
Millstone Township | NJ | 08510

Seller's Percentage of Ownership | Total Consideration | Owner's Share of Consideration | Closing Date
100 | $1.00 | $1.00 | 04/21/2025

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☒ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. ☐ The total consideration for the property is $1,000 or less so the seller is not required to make an estimated Income Tax payment.

7a. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE CODE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain. See instructions.

7b. ☐ Seller **only** received like-kind property.

8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

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

04/21/2025 | Date | Signature (Seller) | Indicate if Power of Attorney or Attorney in Fact

Date | Signature (Seller) | Indicate if Power of Attorney or Attorney in Fact

RTF-1 (Rev. 3/2/22)
MUST SUBMIT IN DUPLICATE

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

STATE OF NEW JERSEY
} SS.
COUNTY Monmouth County Municipal Code 1333

MUNICIPALITY OF PROPERTY LOCATION Millstone Township

FOR RECORDER'S USE ONLY	
Consideration	$
RTF paid by seller	$
Date	By

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

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

Deponent, Al Ferro, Mayor (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the Corporate Officer (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated 04/21/2025 transferring real property identified as Block number 57.01 Lot number 20.01 located at 6 Novad Court, Millstone Township (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 1.00 *(Instructions #1 and #5 on reverse side)* ☒ no prior mortgage to which property is subject.

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

(3A) **REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:**
(See Instructions #5A and #7 on reverse side)
Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

$_____ ÷ _____% = $_____

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

(4) FULL EXEMPTION FROM FEE *(See Instruction #8 on reverse side)*
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.
(b) by or to the United Sates of America, this State or any instrumentality, agency or subdivison

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

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

Senior citizens, blind persons, or disabled persons must also meet **all of the following** criteria:
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** *(Instruction #9 on reverse side)* **IF APPLIES ALL BOXES MUST BE CHECKED.**
☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION *(Instructions #2, #10 and #12 on reverse side)* **IF APPLIES ALL BOXES MUST BE CHECKED.**
☐ Entirely new improvement ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES *(Instructions #5, #12, #14 on reverse side)* **IF APPLIES ALL BOXES MUST BE CHECKED.**
☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) INTERCOMPANY TRANSFER **IF APPLIES ALL BOXES MUST BE CHECKED.** *(Instruction #15 on reverse side)*
☐ Intercompany transfer between combined group members as part of the unitary business
☐ Combined group NU ID number **(Required)** _____

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

Subscribed and sworn to before me
this 21 day of April, 20 25

Danielle B. Sims

DANIELLE B. SIMS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 26, 2027

Signature of Deponent
Al Ferro, Millstone Township Mayor
470 Stage Coach Road
Millstone Township, NJ 08535
Deponent Address

XXX-XX-X 874
Last three digits in Grantor's Social Security Number

Township of Millstone
Grantor Name
470 Stage Coach Road
Millstone Township, NJ 08535
Grantor Address at Time of Sale

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY			
Instrument Number		County	
Deed Number		Book	Page
Deed Dated		Date Recorded	

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:
STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

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

Appendix H

CKV Documentation:

- 2023 Developers Agreement
- 2024 Amendment to Developers Agreement
- Planning Board Resolution of Approval

RESOLUTION NO. 23-171
MEETING DATE: 07-19-2023

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MILLSTONE AUTHORIZING EXECUTION OF A DEVELOPER'S AGREEMENT WITH THE AFFORDABLE HOUSING ALLIANCE FOR CONSTRUCTION OF A 67 UNIT PROJECT ON BLOCK 57, LOT 16.03

C/McLaughlin offered the following Resolution and moved its adoption, which was seconded by DM/Morris.

WHEREAS, Southern Burlington County NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) (hereinafter "Mount Laurel I"), the Fair Housing Act, N.J.S.A. 52:27D301, et seq., the regulations adopted by the Council On Affordable Housing (hereinafter "COAH"), and other applicable laws require all New Jersey municipalities to create a realistic opportunity for the provision of low and moderate income housing (hereinafter "affordable housing"); and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221, N.J. 1 (2015) ("Mount Laurel IV"), on July 2, 2015, the Township of Millstone filed a declaratory judgment action, entitled In the Matter of the Application of the Township of Millstone and the Planning Board of the Township of Millstone, Docket No. MON-L-2501-15 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel Doctrine; and

WHEREAS, on September 5, 2019, the Township entered into a Settlement Agreement ("Settlement Agreement") with Fair Share Housing Center ("FSHC") and Showplace Farms, LLC, which was thereafter approved by the Court on November 12, 2019; and

WHEREAS, on January 29, 2020, the Planning Board adopted a Housing Element and Fair Share Plan, dated January 1, 2020 ("2020 HEFSP"), which had been prepared by the Planning Board, through its professionals, to be consistent with the Settlement Agreement; and

WHEREAS, on or about February 19, 2020, the Township Committee endorsed the 2020 HEFSP; and

WHEREAS, on March 18, 2020, the Township entered into a Developer's Agreement with Affordable Housing Alliance, Inc. ("AHA") for the construction of a project comprised of 49 single family for-sale units which would be affordable to very low, low- and moderate-income households ("49 unit Project") and would be located on Block 57, Lot 16.03, which is property that is currently owned by the Township ("CKV site"); and

WHEREAS, the 49 unit Project had been included in the Settlement Agreement and the 2020 HEFSP; and

WHEREAS, on April 27, 2020, the Honorable Linda G. Jones, J.S.C., entered an Order which approved the 2020 HEFSP and granted the Township a final Judgment of Compliance and Response with immunity from all exclusionary zoning lawsuits until July 1, 2025; and

WHEREAS, since then, additional funding mechanisms for municipally-sponsored projects have become available as well as additional opportunities to provide affordable housing within the Township; and

WHEREAS, AHA has redesigned the 49 unit Project to increase the likelihood of obtaining some of this newly created funding, and now seeks to develop a 67-unit project, comprised of 66 family rental units which will be affordable to very low, low, and moderate-income households, and one unrestricted superintendent unit ("67 unit Project") on the CKV site; and

WHEREAS, the Township's professionals negotiated an amendment to the Settlement Agreement to incorporate this change to the project located on the CKV site and the Township authorized the execution of that amendment to the Settlement Agreement on July 5, 2023; and

WHEREAS, the Township's Planner prepared an amended Housing Element and Fair Share Plan to implement the changes to the Settlement Agreement which will result from the Amendment; and

WHEREAS, the Planning Board reviewed this amended Housing Element and Fair Share Plan, dated May 26, 2023, ("Amended HEFSP") at its June 14, 2023 public hearing and adopted the amended Housing Element and Fair Share Plan; and

WHEREAS, the Township Committee endorsed the Amended HEFSP on July 5, 2023; and

WHEREAS, the Township's professionals have engaged in negotiation with AHA to create a new Developer's Agreement which will implement the necessary provisions for the construction of the 67 unit Project; and

WHEREAS, AHA needs the Township to enter into a Developer's Agreement for the construction of the 67 unit Project as part of its application for the newly created funding.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Millstone, in the County of Monmouth and State of New Jersey on this 19th day of July, 2023:

1. The Mayor or his designee is authorized to sign the Developer's Agreement with Affordable Housing Alliance, Inc. for the development of the 67-unit CKV Millstone Woods project ("CKV Developer Agreement"), as described in the Amendment to the FSHC Settlement Agreement and the amended Housing Element and Fair Share Plan, which was endorsed by the Township Committee on July 5, 2023, said Developer's Agreement being attached hereto as **Exhibit 1,** as may be subject to de-minimus changes the Township deems necessary.

ROLL CALL:
AYES: C/McLaughlin, DM/Morris, C/Zabrosky, M/Ferro
NAYS: None
ABSTAIN: None
ABSENT: C/Davis

I HEREBY CERTIFY the foregoing to be a true copy of the Resolution adopted by the Township Committee of the Township of Millstone at its regular meeting held on July 19, 2023.

Kathleen Hart, RMC
Municipal Clerk

EXHIBIT 1

DEVELOPER'S AGREEMENT
BETWEEN
MILLSTONE TOWNSHIP AND
AFFORDABLE HOUSING ALLIANCE
CKV MILLSTONE WOODS

THIS AGREEMENT entered into this ____ day of _____, 2023, between Millstone Township, a municipal corporation, in the County of Monmouth, State of New Jersey, having its office at 470 Stage Coach Road, Millstone, New Jersey 08535 (hereinafter "Millstone") and Affordable Housing Alliance, Inc., a New Jersey non-profit corporation, having an office at 3535 Route 66 Building 4, Neptune, New Jersey 07753 (hereinafter "AHA" or "Developer").

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

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

WHEREAS, to address this obligation Millstone and AHA have agreed upon AHA constructing a 67-unit project on Block 57, Lot 16.03 (hereinafter "Property"), referred to as "CKV Millstone Woods," comprised of 66 family rental units which will be affordable to certified very low, low and moderate income households, plus one unrestricted unit for the project superintendent (hereinafter "Project"); and

WHEREAS, AHA requires a $1,000,000 contribution from Millstone (the "Municipal Contribution") and a donation of the Property in order to construct the Project; and

WHEREAS, Millstone is willing to donate the Property for the Project; and

WHEREAS, Millstone is also willing to commit the Municipal Contribution from its affordable housing trust fund to the Project after the Superior Court of New Jersey, Law Division, Monmouth County (the "Court") approves its Amended Spending Plan to provide for this expenditure; and

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

WHEREAS, Millstone agrees to support any applications to any governmental bodies, and to all extent allowable waive any permit or application fees; and

WHEREAS, AHA will assure that the Affordable Units (as defined below) comply with all applicable regulations of COAH, UHAC and the terms of the Court approved Settlement Agreement and any Amendments thereto between the Township of Millstone, Fair Share Housing Center and Showplace Farms in the Superior Court of New Jersey, Law Division, Monmouth County Docket No. MON-L-2501-15, including but not limited to those regulations concerning pricing, bedroom mix, very low/low/moderate income split, affirmative marketing, and all other applicable COAH and UHAC regulations; and

WHEREAS, AHA shall comply with the Settlement Agreement and any Amendments thereto regarding the development of 66 very low, low- and moderate-income family rental units on the Property; and

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

WHEREAS, the parties anticipate that Millstone shall be entitled, pursuant to N.J.A.C. 5:93-5. 1 5(d)1, to rental bonuses for some or all of the 66 affordable housing units provided with this Project, which will address some of Millstone's fair share obligation, and

NOW, THEREFORE, be it agreed as follows:

A. PURPOSE OF AGREEMENT

The purpose of this agreement is to create a realistic opportunity for the construction of 67 units, 66 family rental units which will be affordable to very low, low and moderate income households under COAH's regulations, UHAC and the Fair Housing Act (the "Affordable Units"), and one unit for the Project superintendent.

B. OBLIGATIONS OF MILLSTONE

1. Millstone shall donate the Property to AHA.

2. Millstone shall commit the Municipal Contribution of $1,000,000 from its affordable housing trust fund subject to the Court's approval of an amended Spending Plan that provides for this one million-dollar expenditure.

3. Millstone shall file development applications of a mutually agreed upon design with the Millstone Planning Board based upon the ordinance incorporating the relevant standards. Millstone shall be responsible for filing fees and professional costs in connection with the Planning Board approval. Millstone will be responsible for all other required development approvals. All applications shall be substantially in accordance with the concept plan attached to Exhibit A as may be modified by mutual agreement between the parties as the Project progresses and additional information becomes available and shall also comply with all RSIS standards. Millstone shall be responsible for engineering layout and design plans and securing municipal agency (land use board) approval which engineering layout and design plans must be acceptable to AHA.

4. As to the means of sewering the Project, Millstone will be responsible (a) for designing a septic system to sewer the Project; and (b) for securing all necessary approvals from the New Jersey Department of Environmental Protection ("NJDEP") consistent with its design or any modification thereof required by the NJDEP.

5. As to the means of providing water to the Project, Millstone will be responsible (a) for designing wells to provide sufficient water service to the Project; and (b) for securing all necessary approvals from the NJDEP consistent with its design or any modification thereof required by the NJDEP.

6. Millstone shall enter into a PILOT agreement with AHA for the property, for a period of at least thirty (30) years from the date of Agency Mortgage at 6.28% (standard for HMFA LIHTC projects).

7. Millstone shall adopt a Resolution of Need to facilitate the ability of AHA to secure funding from non-municipal sources.

8. Millstone shall have no further obligations with respect to the Project than the general obligations of cooperation and fair dealing.

C. OBLIGATIONS OF AHA

1. AHA shall for a period of at least thirty (30) years, take all necessary steps to provide and maintain the creditworthiness of the Affordable Units or the total number of units approved by the Planning Board and constructed by this agreement against any present obligation. Accordingly, as to the Affordable Units, AHA shall comply with all applicable laws including but not limited to those set forth in COAH regulations, UHAC, the New Jersey Fair Housing Act, as amended, and other applicable laws. In addition, with respect to the construction of the Project, AHA shall comply with the Land Use and Development Regulations of the Municipal Code, as amended. AHA shall ensure that the affordable units are built up to code and maintained up to code.

2. AHA agrees to record deed restrictions on all units in conformance with all relevant COAH regulations and the UHAC set forth at N.J.A.C. 5:80-26 et. seq. Said controls on affordability shall be in effect for a period of at least thirty (30) years, at which point Millstone shall release the Project from such restrictions.

3. AHA agrees to act as affordable housing administrator for the rental units associated with this Project and to administer the price controls and other associated duties consistent with COAH and UHAC regulations and other applicable laws.

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

5. The construction schedule shall provide for construction to begin within sixty (60) days of the closing of the purchase of the Property, closing on a construction loan and closing

with the Tax Credit syndicator (the "Transaction Closing"). AHA shall submit documentation explaining the progress of the development to Millstone upon reasonable request by Millstone.

6. As to the means of sewering the Project, AHA will be responsible for constructing a septic system to sewer the Project consistent with NJDEP approvals. Nothing shall prevent AHA at its own expense from retaining experts to provide input to Millstone on the design of the septic system.

7. As to the means of providing water to the Project, AHA will be responsible for constructing the wells consistent with NJDEP approvals. Nothing shall prevent AHA at its own expense from retaining experts to provide input to Millstone on the design of the wells to service the Project.

8. AHA shall be responsible for obtaining outside permits and approvals as may be required such as County Planning Board, Soil Conservation District Health Department and the like.

a. AHA agrees to use its best efforts to secure financing for Project.

b. AHA agrees to make 66 of the 67 units affordable, creditworthy under COAH standards and to comply with the Uniform Housing Affordability Controls ("UHAC") regulations.

9. General Conditions

a. Subject to paragraph D, 9, in the event that AHA fails to perform any of the duties addressed in this agreement, Millstone shall have a right to make application with the Court to void the agreement and to seek any relief available in law or equity. This ability shall terminate upon closing of the construction loan and other financing. It is understood that the transfer of the property shall not occur until all approvals are received and all financing is in place.

b. Any Planning Board approval shall be subject to full compliance with this agreement as an essential and non-severable condition of the approval.

c. AHA shall have the right to declare this agreement null and void and of no further force and effect in the event that (i) the Court does not approve the Municipal Contribution, or (ii) the Millstone Planning Board fails to approve an application made pursuant to this agreement within 120 days from the date that such application is deemed complete pursuant to the provisions of the Municipal Land Use Law, provided that Millstone pursues said approvals with reasonable diligence. In the event that the application for the development of the proposed Project is reasonably rejected or denied by any land use board or the governing body of Millstone, this agreement shall be null and void ab initio. Nothing in this agreement shall restrict AHA from utilizing its right to review or appeal any decisions of the Millstone or its land use boards relevant to this

Project. " Any documents, plans, reports, approvals received or prepared by Millstone or AHA (the "Project Documents and Approvals") shall be mutually shared between the parties until the Transaction Closing, at which point the Project Documents and Approvals shall be assigned to the owner of the Project.

d. The parties shall exercise good faith, cooperate and assist each other in fulfilling the intent and purpose of this Agreement; including, but not limited to, the adoption of the Zoning Amendment and Fair Share Plan amendments, compliance with any reasonable requirements of the Superior Court in conjunction with Millstone Township's efforts to secure approval of its Housing Element and Fair Share Plan, and the development of the property consistent with the terms hereof and the defense of any challenge with regard to any of the foregoing.

e. The development budget for the Project showing the development costs and potential budget shortfall is attached hereto and made a part hereof. (Exhibit B) The Project development will proceed upon confirmation of full funding according to mutually approved budgets and Millstone's adoption of appropriate ordinances/resolutions committing its share of funding to the Project. The parties agree that disbursements allocation for Project development costs will be in compliance with AHA's lender's requirements and Tax Credit investor's requirements.

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

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

h. AHA may assign this Developer's Agreement to an entity (the "Project Owner") in which AHA is a general partner or managing member and owns an equity ownership interest of not less than forty percent of the general partner or managing member. This Developer's Agreement may be assigned to a non-profit corporation that is formed to meet the requirements of the financing lender.

i. The parties anticipate that the NJDEP will provide the necessary sewer and water permits to enable the Project to move forward as contemplated herein. Notwithstanding the foregoing, if the NJDEP denies an application for the necessary permits to provide sewer and water to the Project or if those costs turn out to exceed the million dollars Millstone has committed to this Project

from its trust fund, the parties hereby relieve each other of further responsibility under this agreement and hold each other harmless.

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

ATTEST:

Kathleen Hart

TOWNSHIP OF MILLSTONE

Mayor Albert Ferro

Dated: 7/21/2023

AFFORDABLE HOUSING ALLIANCE, INC.

Dated:

CERTIFICATION
I hereby certify that this is a true copy of a resolution passed by Millstone Township Governing Body at their meeting held on July 19, 2023.

EXHIBIT A

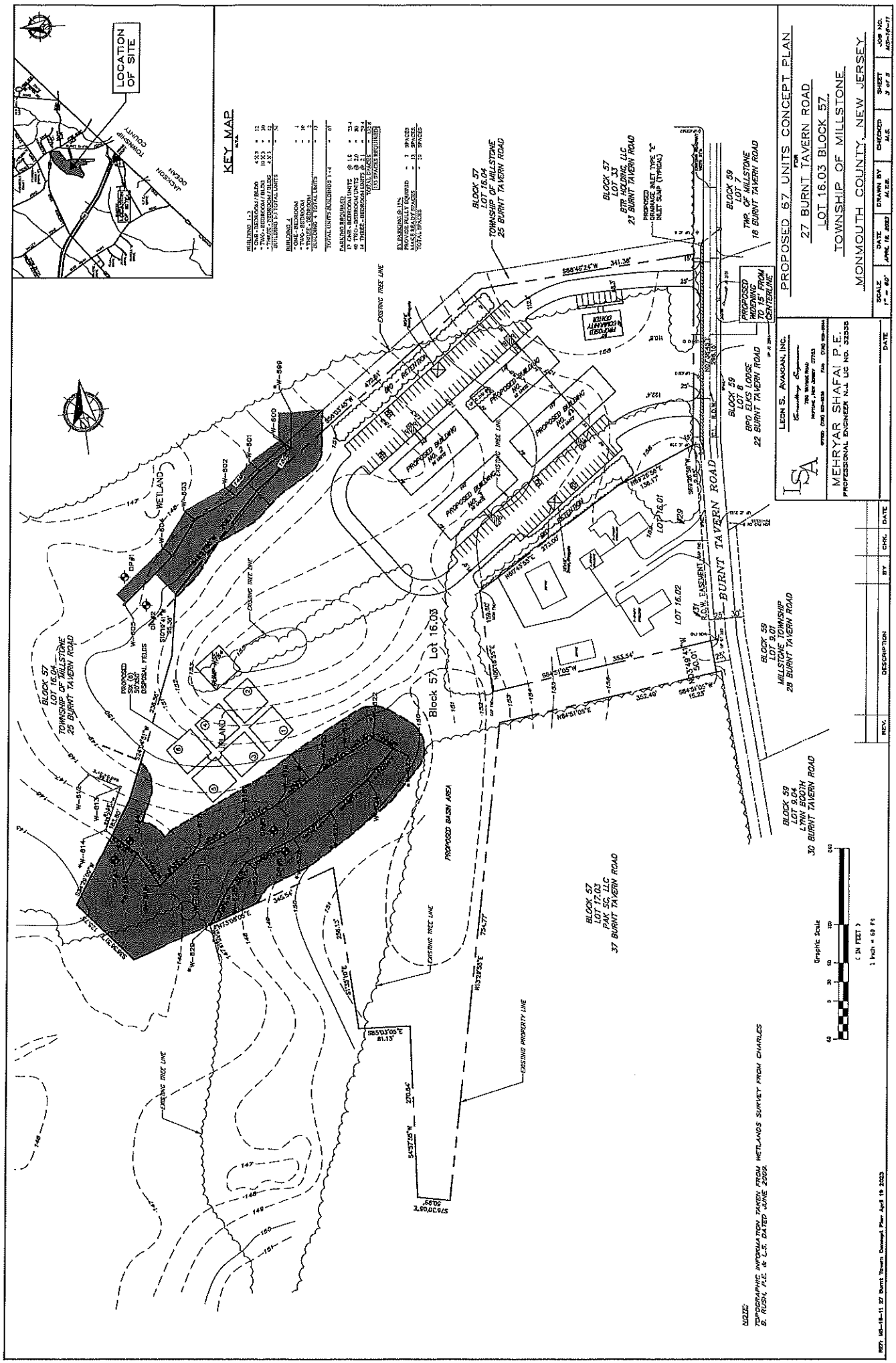

PROPOSED 67 UNITS CONCEPT PLAN
FOR
27 BURNT TAVERN ROAD
LOT 16.03 BLOCK 57
TOWNSHIP OF MILLSTONE
MONMOUTH COUNTY, NEW JERSEY
LOCATION OF SITE
KEY MAP
BURNT TAVERN ROAD
PROPOSED BUILDING
PROPOSED BASIN AREA
EXISTING TREE LINE
EXISTING PROPERTY LINE
WETLAND
MEHRYAR SHAFAI P.E.
PROFESSIONAL ENGINEER N.J. LIC NO. 32335
LEON S. AVAKIAN, INC.
Graphic Scale
1 Inch = 60 Ft.

EXHIBIT B

27 Burnt Tavern Road

13 One Bedroom Units
40 Two Bedroom Units
14 Three Bedroom Units
67 Total

Development Costs

Land Acquisition	$1
Construction Contract w 5% Cont.	$19,647,047
Professional Fees/Soft Costs	$1,142,000
Financing Fees/Carrying Costs	$2,693,223
Developer Fee	$3,525,000
Working Capital/Reserves	$1,375,341
FF&E	$30,000
Total Development Cost	$28,412,612

Sources Construction

LIHTC 4% Tax Credits (Equity)	$1,270,435
Construction Mortgage	$23,145,927
Millstone Township	$1,000,000
Deferred Developers Fee	$2,996,250
Total Construction Sources	$28,412,612

Sources Permanent

NJHMFA Tax Exempt Bonds	$14,695,887
NJHMFA Affordable Housing Production Fund	$10,000,000
LIHTC 4% Tax Credits Equity	$3,716,725
Total Permanent Sources	$28,412,612

Income and Expense Analysis

Rental Income

Units	Size	AMI	(Inc. utility	Annual
1	1BR	20.00%	$411	$4,932
2	2BR	20.00%	$491	$11,784
2	3BR	20.00%	$562	$13,488
2	1 BR	30.00%	$653	$15,672
1	2 BR	30.00%	$781	$9,372
1	3 BR	30.00%	$897	$10,764
4	1 BR	47.50%	$1,076	$51,648
16	2 BR	47.50%	$1,289	$247,488
4	3 BR	47.50%	$1,484	$71,232
6	1 BR	57.50%	$1,318	$94,896
20	2 BR	57.50%	$1,579	$378,960
7	3 BR	57.50%	$1,820	$152,880

1 Sup 2BR

Anticipated Gross Rental Income	$1,063,116
Vacancy 7% - Net	$988,726
Expenses	
Administrative	$80,366
Salaries	$129,300
Maintenance	$82,000
Utilities (Inc res water and sewer)	$60,000
Management Fees	$58,692
Taxes (PILOT 6.28%)	$58,324
Insurance	$36,850
Replacement Reserve	$29,480
Total Expenses	$535,012
Net Income Before Debt Service	$459,624
Mortgage Payment and Debt Service	$399,650
Net Income	**$59,974**

10% of Equity Total12704350

FIRST AMENDMENT TO DEVELOPER'S AGREEMENT BETWEEN MILLSTONE TOWNSHIP AND AFFORDABLE HOUSING ALLIANCE CKV MILLSTONE WOODS

THIS AGREEMENT entered into this 21st day of August, 2024, between Millstone Township, a municipal corporation, in the County of Monmouth, State of New Jersey, having its office at 470 Stage Coach Road, Millstone, New Jersey 08535 (hereinafter "Millstone") and Affordable Housing Alliance, Inc., a New Jersey non-profit corporation, having an office at 3535 Route 66 Building 4, Neptune, New Jersey 07753 (hereinafter "AHA" or "Developer").

WHEREAS, Millstone and AHA entered into an agreement, dated July 19, 2023 for the construction of a project comprised of 67 family rental units, and to be located on Block 57, Lot 16.03 ("CKV Site"); and

WHEREAS, per the Developer's Agreement, Section B.2. Obligations of Millstone that Millstone shall commit the Municipal Contribution of $1,000,000 from its affordable housing trust fund subject to the Court's approval of an amended Spending Plan that provides for this one million-dollar expenditure; and

WHEREAS, on October 19, 2023, the Court entered an order approving the Amended Spending Plan which provided that one million of the affordable housing Trust Fund would be used for the CKV project; and

WHEREAS, the Township Committee of the Township of Millstone would like to make a partial payment of $500,000 to Affordable Housing Alliance for the construction of a 67 unit project on 27 Burnt Tavern Road, Block 57, Lot 16.03; and

WHEREAS, CKV has agreed that if the project does not move forward, the $500,000 would be repaid to the Township; and

WHEREAS, the Township wishes to formalize its understanding that any monies paid to CKV will be repaid if the project does not move forward

NOW, THEREFORE, be it agreed as follows:

The Township will advance $500, 000 of the $1,000,000 owed pursuant to Section B.2. of the Developer's Agreement entered into on July 19, 2023 subject to the requirement that if the project does not move forward, the developer will repay the $500,000 or any additional monies the Township may advance for the project back to the Township.

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

ATTEST:

Kathleen Hart, Municipal Clerk

TOWNSHIP OF MILLSTONE

Mayor Albert Ferro

Dated:

AFFORDABLE HOUSING ALLIANCE, INC.

CHRIS PUGLIESE

RANDI MOORE, CEO

Dated:

RESOLUTION NO: 24-186
MEETING DATE: 08-21-2024

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MILLSTONE AUTHORIZING PARTIAL PAYMENT PER THE DEVELOPER'S AGREEMENT WITH THE AFFORDABLE HOUSING ALLIANCE FOR THE CONSTRUCTION OF A 67 UNIT PROJECT ON 27 BURNT TAVERN ROAD, BLOCK 57, LOT 16.03

C/Davis is offered the following Resolution and moved its adoption which was seconded by C/Ziner.

WHEREAS, on July 19, 2023, the Township entered into a Developer's Agreement with Affordable Housing Alliance, Inc. ("AHA") for the construction of a project comprised of 67 family rental units, and to be located on Block 57, Lot 16.03 ("CKV Site"); and

WHEREAS, per the Developer's Agreement, Section B.2. Obligations of Millstone that Millstone shall commit the Municipal Contribution of $1,000,000 from its affordable housing trust fund subject to the Court's approval of an amended Spending Plan that provides for this one million-dollar expenditure; and

WHEREAS, on October 19, 2023, the Court entered an order approving the Amended Spending Plan which provided that one million of the affordable housing Trust Fund would be used for the CKV project; and

WHEREAS, the Township Committee of the Township of Millstone would like to make a partial payment of $500,000 to Affordable Housing Alliance for the construction of a 67 unit project on 27 Burnt Tavern Road, Block 57, Lot 16.03; and

WHEREAS, CKV has agreed that if the project does not move forward, the $500,000 would be repaid to the Township; and

WHEREAS, the Deputy Chief Financial Officer has certified that funds are available in the Township's affordable housing Trust Fund (account T-15-56-100-001).

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Millstone, in the County of Monmouth and State of New Jersey authorizes partial payment per the Developer's Agreement with the Affordable Housing Alliance for the construction of a 67 unit project on 27 Burnt Tavern Road, Block 57, Lot 16.03 in the amount of $500,000.

BE IT FURTHER RESOLVED, that the Township Committee authorizes the amendment of the Developer's Agreement to provide for the partial payment set forth herein with the provision that if the project does not move forward, the $500,000 would be repaid to the Township.

BE IT FURTHER RESOLVED, that a copy of this Resolution, certified by the Township Clerk to be a true copy be forwarded to the Affordable Housing Alliance, Special Counsel for the Mt. Laurel Proceedings, Township Attorney, Township Treasurer/Purchasing Agent, Township Chief Financial Officer and Township Administrator.

ROLL CALL:
AYES: C/Zabrosky, C/Ziner, C/Davis, DM/Morris, M/Ferro
NAYS: None
ABSTAIN: None
ABSENT: None

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Township Committee of the Township of Millstone at its regular meeting held on August 21, 2024.

Kathleen Hart, RMC
Municipal Clerk

THE MATTER OF
APPLICATION NO. PB24-04
OF 27 BURNT TAVERN RD., LLC
BLOCK 57 LOT 16.03

RESOLUTION GRANTING
PRELIMINARY AND FINAL
SITE PLAN APPROVAL

WHEREAS, 27 BURNT TAVERN ROAD, LLC, hereinafter the "Applicant", has proposed the development of property located at 27 Burnt Tavern Road, in the Township of Millstone, County of Monmouth, State of New Jersey, which property is further known and designated as Block 57, Lot 16.03 on the Tax Map of the Township of Millstone; and

WHEREAS, the Applicant has applied to the Planning Board of the Township of Millstone for Preliminary and Final Major Site Plan approval to sixty-six (66) affordable housing units plus one (1) management unit and one (1) clubhouse in five (5) buildings. The units will be a combination of one bedroom/one bath, two bedroom/two bath and three bedroom/two bath units. Buildings 1, 2 and 3 will have 18 units and building 4 will have 13 units. Building 5 will be a clubhouse. The proposed development is fully conforming and requires no variances or design standard waivers; and

WHEREAS, the subject property is located in the BP Business Park Zone District and development for affordable housing is a permitted use in the Zone; and

WHEREAS, the Applicant appeared before the Millstone Township Planning Board on June 27, 2024, due notice of said meeting having been given in accordance with New Jersey Statutes, Open Public meetings Act and the Municipal Land Use Law and a quorum of the Planning Board being present, the

request for a preliminary and final major site plan approval was heard; and

WHEREAS, The Applicant's witnesses were sworn and the Planning Board having heard the testimony of the Applicant's witnesses and having examined the exhibits presented by the Applicant and having considered all of the evidence presented in favor of or in opposition to the Application the Planning Board has made the following findings of fact:

1. The Planning Board has received and reviewed the following documents, exhibits and reports:

1.1 Jurisdictional Packet, marked as Exhibit A-1 in evidence.

1.2 Application, checklist and administrative forms, marked as Exhibit A-2 in evidence.

1.3 Correspondence, marked as Exhibit A-3 in evidence.

1.4 Submission waiver list, prepared by Midatlantic dated April 4, 2024, marked as Exhibit A-4 in evidence.

1.5 Witness list marked as Exhibit A-5 in evidence.

1.6 Outside agency approvals Verification, marked as Exhibit A-6 in evidence.

1.7 Traffic Impact Analysis prepared by McDonough & Rea Associates, Inc. dated April 24, 2024, marked as Exhibit A-7 in evidence.

1.8 ALTA/NSPS Land Title Survey prepared by MidAtlantic Engineering Partners dated April 18, 2024, marked as Exhibit A-8 in evidence.

1.9 Fire truck turning exhibit prepared by MidAtlantic Engineering Partners dated April 24, 2024, marked as Exhibit A-9 in evidence.

1.10 Statement of Environmental Impact and Assessment prepared by MidAtlantic Engineering Partners dated April 24, 2024, marked as Exhibit A-10 in evidence.

1.11 Stormwater Management Report, prepared by MidAtlantic Engineering Partners dated April 24, 2024, marked as Exhibit A-11 in evidence.

1.12 Architectural Elevation and Floor Plans prepared by Clark, Caton, Hintz dated April 11, 2024, marked as Exhibit A-12 in evidence.

1.13 Preliminary & Final Major Site Plan prepared by MidAtlantic Engineering Partners dated April 24, 2024, dated October 31, 2019, marked as Exhibit A-13

1.14 Overall Aerial prepared by MidAtlantic Partners dated June 27, 2024, marked as Exhibit A-14 in evidence.

1.15 Overall Site Plan prepared by MidAtlantic Partners dated June 27, 2024, marked as Exhibit A-15 in evidence.

1.16 Site Plan Rendering prepared by MidAtlantic Partners dated June 27, 2024, marked as Exhibit A-16 in evidence.

1.17 Residential Building Rendering prepared by Clark, Caton, Hintz dated June 25, 2024, marked as Exhibit A-17 in evidence.

1.18 Clubhouse Color Elevations prepared by Clark, Caton, Hintz dated June 25, 2024, marked as Exhibit A-18 in evidence.

1.19 Tanks, Pumps, Generator Enclosure Main Elevation prepared by Clark, Caton, Hintz dated June 25, 2024, marked as Exhibit A-19 in evidence.

1.20 Board Engineers Review dated June 4, 2024 marked as Exhibit PB-1 in evidence.

1.21 Board Planners Review dated June 25, 2024 marked as Exhibit PB-2 in evidence.

1.22 Environmental Commission Review dated June 27, 2024 marked as Exhibit PB-3 in evidence.

1.23 Fire Bureau Report dated May 30, 2024 marked as Exhibit PB-4 in evidence.

2. The premises in question are located at 27 Burnt Tavern Road, in the Township of Millstone, County of Monmouth, and State of New Jersey, which property is further known and designated as Block 57, Lot 16.03 on the Tax Map of the Township of Millstone.

3. The subject property is located in the BP Business Park Zoning District of Millstone Township and Affordable Housing Development is a permitted use in the Zone.

4. The subject property is a 13.88-acre parcel with irregular dimensions with two frontages along Burnt Tavern Road. The property is substantially impacted by existing wooded areas and wetlands as the property recedes westerly from Burnt Tavern Road. Due to the previously referenced conditions, development of the property is most appropriate in the easterly portion of the site so as to avoid the disturbance of naturally wooded areas and wetlands. The property is presently undeveloped. The Applicant proposes to develop the property with sixty-six (66) affordable housing units plus one (1) management unit and one (1) clubhouse in five (5) buildings. The units will be a combination of one bedroom/one bath, two bedroom/two bath and three bedroom/two bath units. Buildings 1, 2 and 3 will have 18 units and building 4 will have 13 units. Building 5 will be a clubhouse. The proposed development is fully conforming and requires no variances or design standard waivers.

5. The Applicant was represented by Kenneth Pape, Esq. who presented the testimony of Louis Zuegner, a licensed professional Engineer of the State of New Jersey and George Hibbs, a licensed architect of the State of new Jersey, The Planning Board also heard the testimony of Matt Shafai, a licensed professional Engineer of the State of New Jersey and McKinley Mertz, a licensed professional Planner of the State of New Jersey. The applicant presented testimony that the Township of Millstone purchased the subject property in order to assist in meeting its affordable housing obligation. The subject property is located along Burnt Tavern Road. The project is a component of the Township's Third Round Affordable Housing package which is part of the Township's Court-approved Settlement Agreement with Fair Share Housing Center and Showplace Farms.

6. The Applicant proposes to develop the property as previously noted. The Applicants witnesses testified that the application is fully compliant with the Township's zoning regulations, Stormwater Management regulations and UHAC affordable housing requirements. The Applicant agreed that the project stormwater facilities will be maintained by the property owner. The buildings will be zero energy ready homes (ZERH) and will be solar ready. The buildings will be sprinklered. Trash and recycling services will be through private providers.

7 The Applicant agreed to comply with the technical recommendations contained in the reports of the Planning Board Engineer, Planner and the Township fire Department

8. The Planning Board further finds from the testimony presented that the Applicant has submitted a site plan and such additional information as is reasonably necessary to make an informed decision as to whether the requirements necessary for preliminary site plan approval have been met. The undisputed testimony demonstrated that the site will properly function preserving existing natural resources on the site, providing for safe and efficient vehicular and pedestrian circulation, adequate screening, landscaping, location of structures and lighting. The Planning Board finds that the detailed drawings, specifications and estimates of the application conform to the standards established by Ordinance for final approval. Consequently, the Planning board finds that preliminary and final major site plan approval can and should be granted at this time.

12. The Planning Board further finds that all property owners within 200 ft. of the premises in question were given proper notice of the Hearing of this Application and were provided with an opportunity to present testimony in support of or in opposition to the appeal.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the Township of Millstone on this 10th day of July, 2024 that the application of **27 BURNT TAVERN ROAD, LLC** for Preliminary and Final Major Site Plan approval be and is hereby granted which approval shall be and is hereby expressly conditioned upon compliance with the following terms and conditions:

GENERAL CONDITIONS –

1) This approval is subject to the accuracy and completeness of the submissions, statements, exhibits and other testimony filed with, or offered to, the Board in connection with this application, all of which are incorporated herein by reference and specifically relied upon by the Board in granting this approval. This condition shall be a continuing condition subsequent which shall be deemed satisfied unless and until the Board determines (on Notice to the Applicant) that a breach hereof has occurred.

2) In the event that any documents require execution in connection with the within approval, such documents will not be released until all of the conditions of this approval have been satisfied unless otherwise expressly noted.

3) No taxes or assessments for local improvements shall be due or delinquent on the subject property.

4) The Applicant shall pay to the municipality any and all sums outstanding for fees incurred by the municipality for services rendered by the municipality's professionals for review of the application for development, review and preparation of documents, inspections of improvement and other purposes authorized by the Municipal Land Use Law. The Applicant shall provide such further escrow deposits with the municipality as are necessary to fund anticipated continuing municipal expenses for such professional services, if any, in connection with the Application for

Development as may be authorized by the Municipal Land Use Law.

5) The Applicant shall furnish such Performance Guarantees and/or Maintenance Guarantees as may be required pursuant to the Municipal Land Use Law and the Ordinances of this Municipality for the purpose of assuring the installation and maintenance of on-tract/off-tract improvements.

6) No site work shall be commenced or plans signed or released or any work performed with respect to this approval until such time as all conditions of the approval have been satisfied or otherwise waived by the Board.

7) Any and all notes, drawings or other information contained on any approved plans shall be conditions of this approval.

8) Nothing herein shall excuse compliance by the Applicant with any and all other requirements of this municipality or any other governmental entity. This approval is conditioned upon compliance by the Applicant will all Ordinances and Regulations of this Municipality.

9) In the event any de minimis exception has been granted from the Residential Site Improvement Standards Regulations in connection with this application, a copy of this resolution shall be sent to the New Jersey Department of Community Affairs, Division of Codes and Standards, 101 South Board Street, CN 802, Trenton, New Jersey 08625-0802 within thirty (30) days of the date hereof. Said copy of

this resolution shall be clearly marked on its face with the words "SITE IMPROVEMENT EXCEPTIONS".

10) In the event that the Applicant and the approving authority have agreed that exceeding a standard of the Residential Site Improvement Standards is desirable under the specific circumstances of the proposed development, such Agreement to Exceed RSIS Standards shall be placed, in writing, by the developer and transmitted forthwith to the New Jersey Department of Community Affairs, Division of Codes and Standards, 101 South Broad Street, CN 802, Trenton, New Jersey 08625-0802.

11) The Applicant shall comply with the contribution requirements of the Municipal Affordable Housing Fund as applicable to this application.

12) In the event that this Application involves a subdivision or site plan, such subdivision or site plan shall expire at the conclusion of the period of protection from zoning changes provided for in N.J.S.A. 40:55D-49 or 40:55D-52.a, as applicable, and in no event shall extend beyond the fifth anniversary of the date of adoption of this resolution.

13) In the event that this approval involves the approval of a subdivision, the Applicant shall provide to the Board Engineer and attorney for review and approval, deeds for each of the lots created and shall file such deeds simultaneously with the recording of any subdivision plat.

14) The Applicant shall comply with the requirements of the Municipal Ordinances with respect to its Affordable Housing obligation by either providing the required affordable housing on-site, providing affordable housing off-site or making a contribution of an Affordable Housing fee pursuant to the applicable Municipal Ordinances. This approval is subject to the Applicant paying all applicable fees, including any fee due and owing to the Municipality's Affordable Housing Trust Fund.

15) This Resolution does not constitute a permit for the construction of the approved improvements. The Applicant shall be responsible for obtaining any and all permits and approvals required **prior to** the commencement of **any** development activities including, but not limited to, N.J.D.O.T., N.J.D.E.P., Monmouth County Planning Board, Freehold Soil Conservation District, Regional and/or Municipal Utility Authority approval, in addition to any and all building and construction permits, required by the Municipality. All work performed shall be in accordance with, and shall not deviate from, the approved plans and all applicable Federal, State, County and Local laws, rules and regulations.

16) As an essential and non-severable condition of this approval, the Applicant shall comply with all Mount Laurel obligations and shall comply with the Municipality's approved Housing Element and Fair Share Plan including but not limited to, any associated implementing Ordinances.

SPECIAL CONDITIONS:

1) The approval granted in connection with this application is for preliminary and final major site plan approval.
2) The Applicant shall comply with the technical recommendations set forth in the reports of the Planning Board Engineer, Planner and the Township Fire Department.

BE IT FURTHER RESOLVED that nothing herein shall excuse compliance by the Applicant with any and all other requirements of this municipality or any other governmental entity.

BE IT FURTHER RESOLVED that a written copy of this Resolution certified by the Secretary of the Planning Board to be a true copy be forwarded to the Applicant, the Code Enforcement Official of the Township of Millstone and the Construction Code Official of the Township of Millstone. A written copy of the certified Resolution shall also be filed in the office of the Administrative Officer of the municipality, which copy shall be made available to any interested party and available for public inspection during normal business hours.

BE IT FURTHER RESOLVED that a proper notice of this decision be published once in the official newspaper of the Municipality or in a newspaper in general circulation within the Township.

OFFERED BY: Mr. Pepe.
SECONDED BY: Mr. Pado.

ROLL CALL:

YES: Chairman Newman, Mr. Pado, C/M Ziner, C/W Zabrosky and Ms. Sinha.

NO: ----

ABSTAIN: ----

ABSENT: Mayor Ferro and Mr. Kotby.

DocuSigned by:
Mitchell Newman
50BE238647204AD...

Chairperson, Planning Board
Township of Millstone

I certify that the above is a true and exact copy of the Resolution passed by the Planning Board of the Township of Millstone at its meeting held on July 10, 2024.

Danielle B Sims

Secretary, Planning Board
Township of Millstone

EXHIBIT LIST
MILLSTONE TOWNSHIP PLANNING BOARD

Special Meeting June 27, 2024

Applicant: 27 Burnt Tavern Road, LLC – Affordable Housing Alliance
Block: 57
Lot(s): 16.03
Address: 27 Burnt Tavern Rd.
Major Site Plan Application #: P24-04

APPLICANT'S EXHIBITS

A-1 Jurisdictional Notice (Proof of Service)
A-2 Application, Checklist(s) and Administrative Forms
A-3 Correspondence
A-4 Submission Waiver Request, prepared by MidAtlantic, dated 4/24/24
A-5 Witness List
A-6 Outside Agency Approvals
A-7 Traffic Impact Analysis, prepared by McDonough & Rea Associates, Inc., dated 4/4/24
A-8 ALTA/NSPS Land Title Survey, one (1) sheet, prepared by MidAtlantic Engineering Partners, dated 4/18/24
A-9 Fire Truck-Truck Turning Exhibit, one (1) sheet, prepared by MidAtlantic Engineering Partners, dated 4/24/24
A-10 Statement of Environmental Impact and Assessment, prepared by MidAtlantic Engineering Partners, dated 4/24/24
A-11 Stormwater Management Report, prepared by MidAtlantic Engineering Partners, dated 4/24/24
A-12 Architectural Floor Plan & Elevations Set, eight (8) sheets, prepared by Clark Caton Hintz, dated 4/11/24
A-13 Preliminary and Final Major Site Plan, twenty-two (22) sheets, prepared by MidAtlantic Engineering Partners, dated 4/24/24
A-14 Overall Aerial, one (1) sheet, prepared by MidAtlantic, dated 6/27/24
A-15 Overall Site Plan, one (1) sheet, prepared by MidAtlantic, dated 6/27/24
A-16 Site Plan Rendering, one (1) sheet, prepared by MidAtlantic, dated 6/27/24
A-17 Residential Building Rendering, one (1) sheet, prepared by Clark Canton Hintz, dated 6/25/24
A-18 Clubhouse Color Elevations, one (1) sheet, prepared by Clark Caton Hintz, dated 6/25/24
A-19 Tanks/Pumps/Generator Enclosure Main Elevation, one (1) sheet, prepared by Clark Caton Hintz, dated 6/25/24
A-20 Existing Conditions Exhibit, one (1) sheet, prepared by MidAtlantic, dated 6/27/24

BOARD'S EXHIBITS

PB-1 Engineer's Review dated 6/4/24
PB-2 Planner's Review dated 6/25/24
PB-3 Environmental Commission's Review 6/27/24
PB-4 Fire Bureau's Review dated 5/30/24

LEON S. AVAKIAN, INC. *Consulting Engineers*
788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)
PETER R. AVAKIAN, P.E., P.L.S., P.P.
MEHRYAR SHAFAI, P.E., P.P.
GREGORY S. BLASH, P.E., P.P., CPWM
GERALD J. FREDA, P.E., P.P.
JENNIFER C. BEAHM, P.P., AICP
CHRISTINE L. BELL, P.P., AICP
SAMUEL J. AVAKIAN, P.E., P.L.S., P.P.

June 3, 2024

Millstone Township Planning Board
470 Stage Coach Road
Millstone Township, NJ 08510

Re: Preliminary and Final Major Site Plan
27 Burnt Tavern Road LLC
27 Burnt Tavern Road
Block 57, Lot 16.03
Our File: MSPB 24-06

Dear Board Members:

Our office has received and reviewed the revised preliminary and final site plan in conjunction with the above referenced project and reports are as follows:

1. Submitted Documents

A. Preliminary & Final Major Site Plan consisting of twenty-one (21) sheets, prepared by Louis L. Zuegner IV, P.E, of MidAtlantic Engineering Partners, LLC dated April 24, 2024, with no revisions.

B. Boundary and Topography Survey consisting of one (1) sheet, prepared by Suzanne E. Warren, P.L.S. of MidAtlantic Engineering Partners, LLC dated November 19, 2020, revised on April 18, 2024, with no revisions.

C. Stormwater Management Report prepared by Louis L. Zuegner, IV, P.E., of MidAtlantic Engineering Partners, LLC, dated April 24, 2024, with no revisions.

D. Statement of Environmental Impact and Assessment (SEIA) report, prepared by Louis L. Zuegner, IV, P.E., P.P., of MidAtlantic Engineering Partners, LLC dated April 24, 2024, with no revisions.

E. Eight (8) sheets of Architectural Plans, entitled "AHA – Millstone Family Housing", prepared by Clarke Caton Hintz, dated April 11th, 2024, with no revisions.

F. Traffic Impact Study for proposed warehouse prepared by John H. Rea, P.E. and Scott Kennel Senior Associates, of McDonough & Rea Associates, Inc., dated April 4, 2024.

G. "Truck Turning Exhibit", consisting of one (1) sheet prepared by MidAtlantic Engineering Partners, LLC dated April 24, 2024, with no revisions.

2. Zoning and Land Use

A. The subject property is currently a "vacant land" consisting of 13.88 acres fronting on Burnt Tavern Road, located within the Business (BP) Zone.

B. The Applicant is proposing to construct 4 affordable housing buildings consisting of 67 units and a 3,783 sf clubhouse. The buildings will consist of 13 1-bedroom units, 40 2-bedroom, and 14 3-bedroom units. The Applicant proposes 136 parking spaces, including 20 EV spaces, which meets the Township requirements.

C. The affordable housing is a permitted use in the BP Zone.

3. Variance and Waivers

A. There are no bulk variances noted on the plans and none have been identified by this office.

B. Per checklist item C30, tree preservation information as outlined in Section 11-25 of the Land Use Ordinance. **A waiver is required.**

C. Per checklist item 41.C, landscape plan should show the location of existing wooded areas and the general size and type of the predominant trees. **A waiver is required.**

4. Drainage Review

A. The Applicant is proposing two (2) small scale bioretention basins to satisfy the newly adopted NJDEP and Township regulations for water quantity, water quality and groundwater recharge. The project is proposing to increase impervious lot coverage.

B. Invert of structure FE S-9 is lower than the bottom of basin 1. **This matter should be addressed.**

C. The cover at structures CB-2 and CB-20 to CB-25 does not appear to be sufficient. **Testimony shall be provided to state the minimum cover standards of the pipe have been met.**

D. There appears to be conflicts with the sanitary sewer and structures Y-11,, MH-13 to Y-14, Y-16, and CB-17. **This matter should be addressed.**

E. Final sanitary sewer design shall be provided as a condition of approval.

F. As outlined in the ordinance; Any stormwater management measure authorized under the Municipal Stormwater Management Plan or ordinance shall be reflected by deed notice recorded in the Office of the Clerk of the County of Monmouth. The Township will require quarterly reports of drainage maintenance as compliance of this approval and maintenance manual.

5) General Plan Review

A. The Applicant shall provide testimony what type of use will be utilized at the clubhouse, and hours and days of operation.

B. The status of the existing utility pole and overhead wires on the northern side of this property should be addressed.

C. A well shed is depicted on the site plan. The number of wells should be provided and meet the standards for water service, fire suppression and backup.

D. The Applicant shall address conformance with Ordinance 35-11-13.2 & 3 regarding "Conservation Easements and Monumentation". All wetlands and associated buffer areas are required to be in a conservation easement, monumented and dedicated to the Township.

E. The Applicant should address any comments and conditions required by Millstone Fire Department. The "No Parking Areas" and fire truck turning movements require Fire Department approval.

F. Irrigation and maintenance of the landscaping areas should be addressed.

G. The post construction traffic analysis has been reviewed and will adequately provide service to the residents and visitors based on anticipated maximum parking demands.

H. Architect Plans Cover Sheet should be revised to reflect the current unit matrix. It appears they are using the old design with six (6) residential buildings and one (1) clubhouse.

I. Testimony shall be provided on the trash schedule and sufficient capacity for units to recycle and dump trash within the four (4) dumpsters shown.

J. An operation and maintenance manual for stormwater shall be provided.

K. An endangered and threatened species report shall be provided.

7) **Conditions of Approval**

The Applicant shall obtain and forward approval letters from the following boards and agencies to the Planning Board and our office:

A. Monmouth County Board of Health or NJDEP approval of wastewater system and water treatment designs.

B. Freehold Soil Conservation District

C. Millstone Township Shade Tree Commission, if required

D. Millstone Township Environmental Commission, if required

E. Millstone Township Fire Department, if required

F. Soil Removal/Import Permit if required

G. Filing of Deeds for any proposed easements

H. Performance Bonds and Engineering Inspection Fees

I. Developer's Agreement

J. Filing of a deed notice required under Stormwater Management Ordinance

Please be advised that additional comments may follow upon completion of testimony and/or submission of further revisions by the Applicant.

Should you have any questions regarding this matter, please do not hesitate to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.

Matt Shafai, P.E., P.P.
Board Engineer

MS:mcs
cc: Michael Steib, Esq., Board Attorney
McKinley Mertz, P.P., Board Planner
Ken Pape, Esq., Applicant's Attorney
Louis L. Zuegner, IV, P.E., MidAtlantic Engineering
Shade Tree Commission
Environmental Commission
MS/PB/24/24-06

HGA
HEYER, GRUEL & ASSOCIATES
COMMUNITY PLANNING CONSULTANTS

Memorandum

TO: Millstone Township Planning Board

FROM: McKinley Mertz, PP, AICP, LEED Green Associate
Gabrielle Thurm, Associate Planner

RE: Affordable Housing Alliance
27 Burnt Taver Road
Block 57 Lot 16.03
P24-04
Preliminary and Final Major Site Plan

DATE: June 25, 2024

As requested, we have reviewed the following application materials:

- Township of Millstone Land Development Application, received May 2, 2024
- Environmental Impact Report prepared by MidAtlantic Engineering Partners, dated April 24, 2024
- 22-sheet set of Site Plans, entitled, "Preliminary/Final Major Site Plan," prepared by MidAtlantic Engineering Partners, dated April 24, 2024
- 8-sheet set of Architectural Plans, prepared by Clarke Caton Hintz, dated April 11, 2024
- Stormwater Management Report prepared by MidAtlantic Engineering Partners, dated April 24, 2024
- Traffic Impact Analysis prepared by McDonough & Rea Associates, Inc., received May 2, 2024
- Land Survey, entitled, "ALTA/NSPS Land Tile Survey," prepared by MidAtlantic Engineering Partners, dated April 18. 2024
- Truck Turning Exhibit, entitled, "Fire Truck," prepared by MidAtlantic Engineering Partners, dated April 24. 2024

Property Description

The subject property consists of Block 57 Lot 16.03, located along Burnt Tavern Road in the BP Business Park Zone. The property is approximately 13.48 acres, primarily consisting of grass and vegetation. There is currently no development on the subject property. The property contains a wetlands area towards the rear, and is located in floodplain zone X, determined to be outside the 0.2% annual chance of flooding. The site includes existing utilities facilities and structures, such as telephone and electric lines.

The property generally slopes from an elevation of 159 feet NGVD88, peaking near the existing roadway, and decreasing in elevation to 146 feet NGVD88 towards the wetland areas located on the west side of the site.

Affordable Housing History of the Site

The project is a component of the Township's Third Round Affordable Housing compliance mechanism and is part of the Township's Court-approved Settlement Agreement with Fair Share Housing Center and Showplace Farms. Pursuant to the amended Settlement Agreement that was executed and subsequently approved by the Court in summer 2023, the subject property is intended to be developed with 66 affordable units (plus one manager unit).

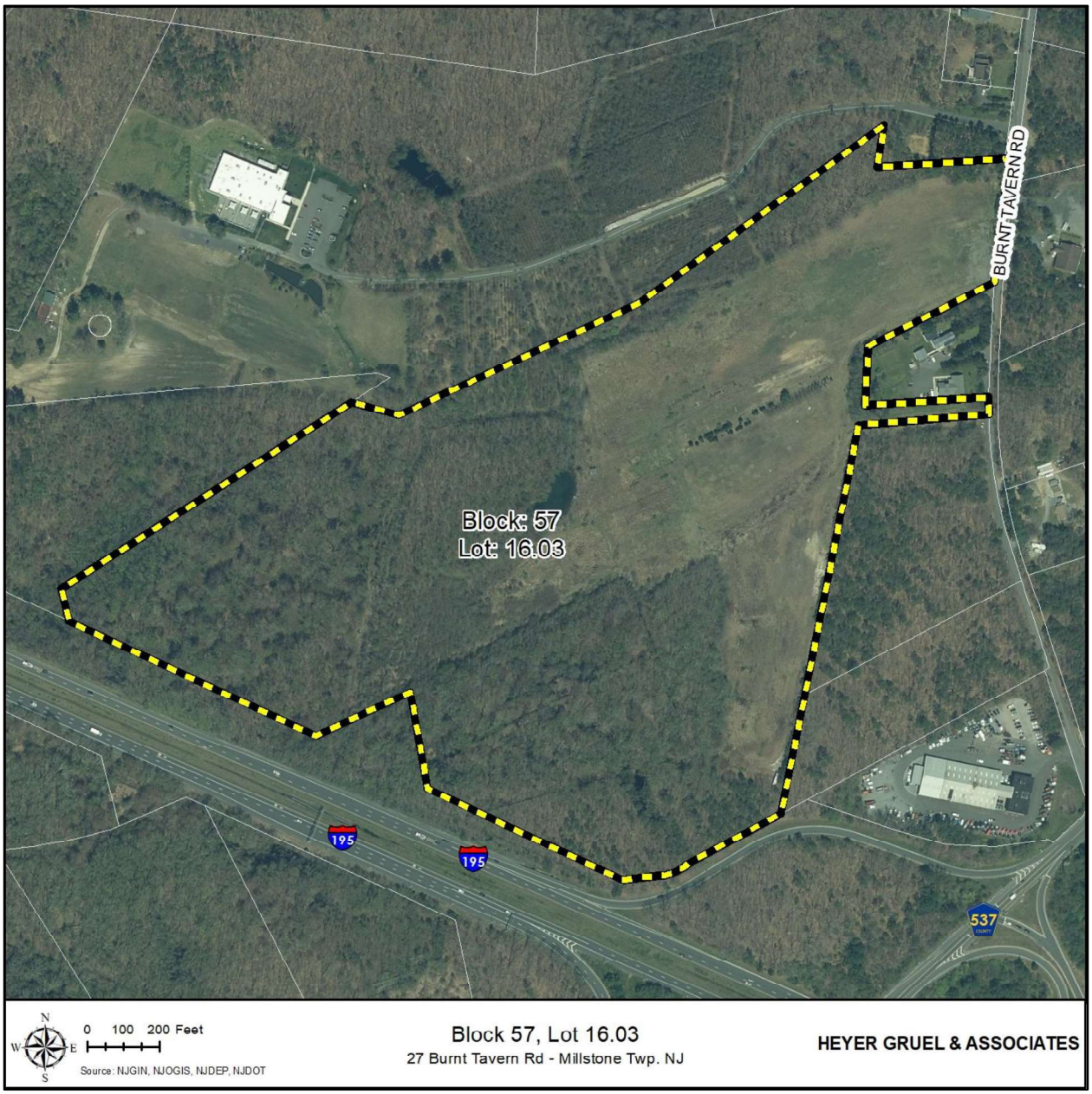
Project Description

The applicant is proposing to develop Block 57 Lot 16.03 with 66 affordable housing units (plus one management unit) across 4 buildings. The buildings will be three stories in height, units will be a combination of 1 bedroom (1 bath), 2 bedroom (2 bath), and 3 bedroom (2 bath) units. Buildings 1, 2 and 3 will consist of 18 units and building 4 will consist of 13 units.

The applicant proposes an additional building, the Clubhouse, on the property and two bio retention basins. The Clubhouse will include meeting and gathering spaces, restrooms, a fitness room, and a laundry room. Additionally, the property will include parking, two trash enclosures, onsite septic systems, onsite stormwater management facilities, street lighting, and landscaping.

Two driveway entrances, each permitting two-way traffic, are proposed off Burnt Tavern Road. All roadways within the development are proposed to be two-way streets.

Aerial Map of Subject Property



Zoning

The subject property is located in the Business Park (BP) Zone where municipally sponsored affordable housing construction is a permitted (§ 35-4-1.6). The below charts are broken down by building type, followed by parking requirements.

Business Park (BP) Bulk Zone Standards, Ordinance 35-5-13			
	Required	**Proposed**	**Variance**
Overall Development Tract			
Maximum Lot Coverage	50%	18.3%	-
Maximum Building Coverage	30%	5.0%	-
Multi-Family Buildings Requirements			
	Required	**Proposed**	**Variance**
Minimum Lot Area	30,000 SF	604,428 SF	-
Minimum Lot Width/Frontage	75 feet	348.16 SF	-
Principal Building Setbacks	-	-	-
Front Yard Setback from Burnt Tavern Road	50 feet	151.76 feet	-
Rear Yard Setback	20 feet	785.18 feet	-
Each Side Yard Setback	10 feet	57.14 feet	-
Total Side Yard Setback	20 feet	154.60 feet	-
Accessory Building Setbacks	20 feet	N/A	-
Rear Yard Setback	5 feet	1167.84 feet	-
Side Yard Setback	5 feet	112.13 feet	-
Maximum units per multi-family building	27 units	24 units	
Maximum Building Height	3 Stories/40 feet	3 Stories/40 feet	-
Parking Area Setbacks			
Parking Area Setbacks	-	-	-
Aisle Width – 90 Degree Parking	25 feet	25 feet	-
Parking Requirements			
Apartment Requirements			
Total required spaces for 1-bedroom unit (13 units x 1.8 spaces)	23.4		
Total required spaces for 2-bedroom unit (40 units x 2 spaces)	80		
Total required spaces for 3-bedroom unit (14 units x 2.1 spaces)	29.4		
EVSA Parking Reduction*	(133 spaces x 10%) 13 space credit		
Total Parking	**120**	**136**	
Electric Vehicle Parking Space		20	
Traditional Parking Space		116	

* A parking space prepared with electric vehicle supply equipment shall count as at least two parking spaces for the purpose of complying with a minimum parking space requirement. This will result in a reduction of no more than 10 percent of the total required parking. (P.L.1975, c.291 [C.40:55D-66.20])

Variances Required

- No variances required.

Waivers Required

- No waivers required.

Planning Comments

General Comments/Discrepancies

1. The total acreage is inconsistent between submitted documents. The site plan notes it as 13.88 acres, the EIS notes the property as 13.68 acres, and the application notes the site as 13.48 acres. The applicant shall confirm the overall acreage and ensure the correct number is listed on the site plan.

Operations

2. The applicant shall provide testimony addressing the location of mailboxes for the apartments and how package deliveries will be handled.
    a. We note that the architectural plans do not include a mail delivery room or any common area within the apartment buildings.
3. The applicant shall provide testimony regarding how trash/recycling will be handled:
    a. The applicant is proposing two trash pads within the vicinity of the 4 buildings, one on either side of the development.
    b. The applicant shall provide testimony about whether the trash/recycling containers for the apartments are designed to appropriately contain all refuse and recycling generated, as required by the ordinance.
4. Who is responsible for monitoring and maintenance of the two bioretention basins located within the site? (§ 35-4-14.10)

Site Plan

5. The applicant should provide details regarding the fences surrounding the bioretention basins (i.e. materials, aesthetics).
6. We appreciate the inclusion of a playground near the club; however, we recommend the applicant consider adding a common outdoor area within the development site. This area could be located behind the Clubhouse or between the apartment buildings.

Circulation/Parking

7. We recommend the applicant consider adding additional crosswalks to provide safe crossings from the far side of parking to the sidewalks and buildings.
8. Will apartment units be assigned individual spaces? If so, will signage be used to identify the parking spaces?
9. Has the applicant received comments from police and fire to ensure adequate emergency access is sufficient in the development?

Lighting

10. Is there any exterior lighting proposed for the apartment buildings, specifically near the entrances?

Landscaping

11. Given that Monmouth County and Millstone Township have a deer population problem, the applicant shall provide testimony pertaining to the selected landscaping species and whether the selected species are favored by deer.
12. Will the proposed landscaping be irrigated? The applicant shall testify to the irrigation and proposed maintenance of all plantings.
13. We recommend the applicant plant additional landscaping to buffer the trash pad located closer to Burnt Taver Road.
    a. The current Overall Landscape Plan depicts a Sugar Maple tree located in the center of the trash pad. The applicant shall revise the site plans to relocate this tree.

Architectural

14. The applicant shall provide testimony regarding the colors and materials proposed for the apartment buildings. We recommend providing color renderings of the proposal to provide a better visual of the development.
15. Is the applicant proposing to incorporate any sustainable building standards into the proposed development, such as building materials, water conservation/energy efficient appliances?
16. The floor plan for the Clubhouse shows a location for washers/dryers. The applicant shall provide testimony confirming the number of laundry machines is appropriate for the size of the development.
17. Are generators proposed for the apartment buildings and/or Clubhouse?

Affordable Housing

18. The applicant shall provide testimony confirming that the units will be constructed in accordance with N.J.A.C. 5:93-1 et seq and the Uniform Housing Affordability Controls at N.J.A.C. 5:80-23.1 et seq.

Stormwater management/Grading/Drainage

19. Questions and comments regarding these topics are deferred to the Board Engineer.

Should you have any questions regarding the above memo, please do not hesitate to contact us.

MILLSTONE TOWNSHIP ENVIRONMENTAL COMMISSION
470 Stage Coach Road
Millstone Township, NJ 08510
609-259-4341
Mariannehy@gmail.com

June 27, 2024

TO: Millstone Township Planning Board

RE: **Affordable Housing Alliance (P24-04)**
27 Burnt Tavern Road
Block 57 Lot 16.03

The Environmental Commission has reviewed the plan submission information provided for the above referenced site and has the following comments.

1) The Environmental Impact Assessment does not comply with the Township Threatened and Endangered Species Ordinance. A site survey by a qualified Surveyor is required.

2) The Test Pits required for the proposed Infiltration Basins shown within the plans do not comply with the NJ Stormwater BMP manual requirements.

3) Soil samples in accordance with the Township Site Investigation and Soil Sampling Ordinance have not been provided.

4) The details regarding the septic/waste treatment system have not been provided.

Sincerely,
Millstone Township Environmental Commission

Millstone Township Fire Department
Bureau of Fire Prevention

461 Stagecoach Road
P.O. Box 83
Millstone Township, NJ 08510
Office: 609-259-2560 www.mtbofc.com Fax: 609-259-9064

TO: Millstone Township Planning Board (or Board of Adjustments)
DATE: May 30, 2024
RE: APPLICANT NAME: 27 Burnt Tavern Road, LLC
27 Burnt Tavern Road
Millstone Township, NJ 08510
BLOCK/LOT: 57/16.03
APPLICATION NUMBER: P24-04

Please be advised that the Millstone Township Bureau of Fire Prevention has reviewed the following:

Plan type: Preliminary and Final Major Site Plan
Prepared by: MidAtlantic Engineering Partners
2026B Briggs Road
Suite 300
Mt. Laurel Township, NJ 08054
Dated: 04/24/2024
Last Revised:

We have the following comments to make concerning the plan:

Requirements:

- Access road to the building shall be able to support fire apparatus.
- Fire lanes shall be designate to provided efficient and effective operation of fire apparatus. Fire lanes shall be marked as follows:
  - Fire lanes shall be a minimum eighteen feet (18') in width.
  - Signs shall be posted a maximum of seventy-five feet (75') apart and shall read "NO PARKING FIRE LANE".
  - Hard surface streets/roads or driveways shall display the wording "NO PARKING FIRE LANE".
  - The wording shall be a minimum of one hundred feet (100') apart and alternate in both directions of travel.
  - The letters shall be a minimum of twenty-four inches (24") high with a minimum of four-inch (4") stroke, using traffic paint.

Matthew Wagner
Matthew Wagner
Fire Official

Appendix I

Baldacino/Hexa Documentation:

- Planning Board Resolution of Preliminary Approval
- Planning Board Resolution of Final Approval

IN THE MATTER OF
APPLICATION NO. PB 21-05
OF HEXA BUILDERS, LLC
BLOCK 9, LOT 7
BLOCK 11, LOT 19

RESOLUTION GRANTING
PRELIMINARY MAJOR
SITE PLAN APPROVAL

WHEREAS, **HEXA BUILDERS, LLC,** hereinafter the "Applicant", has proposed the development of property located at 710 & 711 Perrineville Road, in the Township of Millstone, County of Monmouth and State of New Jersey, which property is further known and designated as Block 9, Lot 7 & Block 11, Lot 19 on the Tax Map of the Township of Millstone[1]; and

WHEREAS, the Applicant has applied to the Planning Board of the Township of Millstone for preliminary and final major site plan approval to develop the property with an inclusionary development consisting of 122 Market Rate Townhouses across sixteen buildings and forty-eight affordable units within two apartment buildings along with associated driveways, parking, stormwater management, water supply service, maintenance area, wastewater disposal area and associated improvements; and

WHEREAS, the subject property is located in the R-MF Rural Multi-Family Zone District and this inclusionary Development is a permitted use in the zone; and

WHEREAS, the Applicant appeared before Millstone Planning Board on March 9, 2022, May 12, 2022, June 29, 2022 and November 1, 2022 respectively, due notice of said meetings having been given in accordance with New Jersey Statutes, the Open Public Meetings Act and the Municipal Land Use Law and a quorum of the Planning Board being present the application was heard[2]; and

WHEREAS, at the conclusion of the November 1, 2022 hearing a motion to grant preliminary site approval with conditions was made and seconded but failed to receive a majority of affirmative votes constituting a denial of the application: and

---

[1] It is noted that the applicant subsequently removed Block 9, Lot 7 from the development proposal.

[2] The application was also scheduled to be heard on June 8, 2022, July 13, 2022, August 2, 2022 and August 25 2022 which hearings were adjourned at the request of the applicant.

WHEREAS, the Applicant having submitted a request for the Planning Board to reconsider its action and has submitted a brief in support of the request for reconsideration; and

WHEREAS, THE Planning Board having determined that reconsider is appropriate under the circumstances and has conducted a hearing on the request for reconsideration on January 11, 2023, due notice of said meeting having been given in accordance with New Jersey Statutes, the Open Public Meetings Act and the Municipal Land Use Law and a quorum of the Planning Board being present the reconsideration request was heard; and

WHEREAS, with respect to all of the hearings referenced above the Applicant's witnesses were sworn and the Planning Board having heard the testimony of the Applicant's witnesses and having examined the Exhibits presented by the Applicant and having heard the testimony of all members of the public requesting to be heard and having examined the Exhibits presented by members of the public and having considered all of the evidence presented in favor of or in opposition to the application, the Planning Board has made the following findings of fact:

1) The Planning Board has received and reviewed the following documents, exhibits and reports:

1.1 Jurisdictional Notice, marked as Exhibit A-1 in evidence.

1.2 Application Checklist & Administrative forms, marked as Exhibit A-2 in evidence.

1.3 Traffic Impact Analysis, prepared by McDonough & Rea Associates, dated November 21, 2021, marked as Exhibit A-3 in evidence.

1.4 Environmental Impact Statement, prepared by Trident Environmental, dated November 11, 2021, marked as Exhibit A-4 in evidence.

1.5 Drainage Study, prepared by Midstate Engineering, dated November 21, 2021, marked as Exhibit A-5 in evidence.

1.6(a) Survey of property, prepared by Midstate Engineering, dated January 29, 2021, marked as Exhibit A-6(a) in evidence.

1.6(b) Survey of property prepared by Midstate Engineering revised August 9, 2021, marked as Exhibit A-6(b) in evidence.

1.7 Aerial Display undated, source unknown, marked as Exhibit A-7 in evidence.

1.8 Architectural Floor Plans, Elevations-Townhouses, prepared by Tekton Architecture Studio, LLC, dated June 22, 2021, marked as Exhibit A-8 in evidence.

1.9 Architectural Floor Plans/Elevations-Apartment Buildings, prepared by Tekton Architecture Studio, LLC revised September 30, 2021, marked as Exhibit A-9 in evidence.

1.10 Site Plan prepared by Midstate Engineering revised October 11, 2021, marked as Exhibit A-10 in evidence.

1.11 Color Rendering of proposed Apartment Buildings, dated September 30, 2021, marked as Exhibit A-11 in evidence.

1.12(a) Extension of Time to Act through May 31, 2022, marked as Exhibit A-12(a) in evidence.

1.12(b) Extension of Time to Act through June 30, 2022, marked as Exhibit A-12(b) in evidence.

1.12(c) Extension of Time to Act through August 2,2022, marked as Exhibit A-12(c) in evidence.

1.12(d) Extension of Time to Act through September 30, 2022, marked as Exhibit A-12(d) in evidence.

1.12(e) Extension of Time to Act through October 31, 2022, marked as Exhibit A-12(e) in evidence.

1.12(f) Extension of Time to Act through November 1, 2022, marked as Exhibit A-12(f) in evidence.

1.13 Site Plan prepared by Midstate Engineering revised April 2, 2022, marked as Exhibit A-13 in evidence.

1.14 Analytical Report-Environment Testing America, prepared by Eurofins Edison, released April 18, 2022, marked as Exhibit A-24 in evidence.

1.15 Hydrogeologic Evaluation for Wastewater Discharge, prepared by Dwyer Geosciences Inc., dated January 2022, marked as Exhibit A-15 in evidence.

1.16 Monmouth County Planning Board Review “incomplete application”, dated March 17, 2022, marked as Exhibit A-16 in evidence.

1.17 Notice (CRR) of NJPDES-DGW submitted to NJDEP prepared by G. Barkley, Engineering, dated February 4, 2022, marked as Exhibit A-17 in evidence.

1.18 Stormwater Management Report, prepared by Midstate Engineering revised through April 25, 2022, marked as Exhibit A-18 in evidence.

1.19 Rendered Site Plan, marked as Exhibit A-19 in evidence.

1.20 Aerial Photo with Proposed Development superimposed, marked as Exhibit A-20 in evidence.

1.21 Monmouth County Site Specific Amendment Application Review, dated May 16, 2022, marked as Exhibit A-21 in evidence.

1.22 Townhouse Elevations for Cluster, prepared by Tekton Architecture Studio, LLC dated May 23, 2022, marked as Exhibit A-22 in evidence.

1.23 Correspondence marked as Exhibit A-23 in evidence.

1.24 Analytical Report-Environment Testing America, prepared by Eurofins Edison, released May 31, 2022, marked as Exhibit A-24 in evidence.

1.25 Stormwater Management Report, prepared by Midstate Engineering revised June 6, 2022, marked as Exhibit A-25 in evidence.

1.26 Soil Log & Soil Sample Location Map, prepared by Midstate Engineering, dated February 1, 2022, marked as Exhibit A-26 in evidence.

1.27 Site Plan, prepared by Midstate Engineering revised June 6, 2022, marked as Exhibit A-27 in evidence.

1.28 Soil Sample Evaluation, prepared by Grelis Environmental Services, LLC, dated June 17, 2022, marked as Exhibit A-28 in evidence.

1.29 Revised Architectural Floor Plans/Elevations-Townhouses, prepared by Tekton Architecture Studio, LLC, dated June 22, 2021, marked as Exhibit A-29 in evidence.

1.30 Series of 22 Photographs of 131 Hankins Road, Disposal Field & Pretreatment Plant, taken June 21, 2022, marked as Exhibit A-30 in evidence.

1.31 Updated Rendered Site Plan, dated June 29, 2022, marked as Exhibit A-31 in evidence.

1.32 Copy of Transmittal Letter to Township Clerk, dated February 4, 2022, with Permit Application & Hydrogeologic Evaluation for Wastewater Discharge, dated January 2022, marked as Exhibit A-32 in evidence.

1.33 Request to adjourn August 2, 2022 Planning Board Special Meeting, marked as Exhibit A-33 in evidence.

1.34 NJDEP LOI-V deficiency memo, dated July 12, 2022, marked as Exhibit A-34 in evidence.

1.35 Monmouth County Development Review, dated August 22, 2022, marked as Exhibit -35 in evidence.

1.36 Phase I Environmental Site Assessment, prepared by DuBois Associates, dated August 10, 2022, marked as Exhibit A-36 in evidence.

1.37 Phase II Site Investigation Report, prepared by DuBois Associates, dated September 2022, marked as Exhibit A-37 in evidence.

1.38 Site Plan prepared by Midstate Engineering revised September 26, 2022, marked as Exhibit A-38 in evidence.

1.39 Stormwater Management Report, prepared by Chester DiLorenzo revised September 26, 2022, marked as Exhibit A- 39 in evidence.

1.40 Stormwater Management Maintenance Manual, prepared by Chester DiLorenzo, dated June 6, 2022, marked as Exhibit A-40 in evidence.

1.41 Soil Logs & Sample Location Map, prepared by Midstate Engineering revised September 22, 2022, marked as Exhibit A-41 in evidence.

1.42 Drainage Area Maps, prepared by Midstate Engineering revised June 6, 2022, marked as Exhibit A-42 in evidence.

1.43 Basin Model Plan, prepared by Hydrology Studio, dated October 4, 2022, marked as Exhibit A-43 in evidence.

1.44 Permeability Studies prepared by Chester DiLorenzo, dated September 8, 2022, September 9, 2022 & September 12, 2022, marked as Exhibit A-44 in evidence.

1.45 Jurisdiction Notice Package for November 1, 2022, marked as Exhibit A-45 in evidence.

1.46 Statement of Qualifications-Environmental Professional Matt Leatherwood of DuBois & Associates, dated October 28, 2022, marked as Exhibit A-46 in evidence.

1.47 Color Rendered Site Map prepared by Midstate Engineering, marked as Exhibit A-47 in evidence.

1.48 Request of Applicants Attorney John A. Giunco, Esq. for reconsideration with supporting brief marked as Exhibit A-48 in evidence.

2) The Planning Board has also received and reviewed the following additional documents, exhibits and reports:

2.1 Completeness Determination dated December 8, 2021, marked as Exhibit PB-1 in evidence.

2.2(a) Engineers Review, dated January 11, 2022, marked as Exhibit PB-2(a) in evidence.

2.2(b) Engineers Review, dated May 3, 2022, marked as Exhibit PB-2(b) in evidence.

2.2(c) Engineers Review, dated June 22, 2022, marked as Exhibit PB-2(c) in evidence.

2.2(d) Engineers Review, dated July 26, 2022, marked as Exhibit PB-2(d) in evidence.

2.2(e) Engineers Review, dated October 26, 2022, marked as Exhibit PB-2(e) in evidence.

2.3(a) Planners Review dated February 17, 2022, marked as marked as Exhibit PB-3(a) in evidence.

2.3(b) Planners Review dated May 5, 2022, marked as Exhibit PB-3(b) in evidence.

2.3(c) Planners Review dated June 23, 2022, marked as Exhibit PB-3(c) in evidence.

2.3(d) Planners Review dated October 25, 2022, marked as Exhibit PB-3(d) in evidence.

2.4(a) Environmental Commission Review, dated March 2, 2022, marked as Exhibit PB-4(a) in evidence.

2.4(b) Environmental Commission Review, dated May 5, 2022, marked as Exhibit PB-4(b) in evidence.

2.4(c) Environmental Commission Review revised June 24, 2022, marked as Exhibit PB-4(c) in evidence.

2.4(d) Environmental Commission Review revised July 20, 2022, marked as Exhibit PB-4(d) in evidence.

2.4(e) Environmental Commission Review revised October 18, 2022, marked as Exhibit PB-4(e) in evidence.

2.5(a) Shade Tree Review, dated November 18, 2021, marked as Exhibit PB-5(a) in evidence.

2.5(b) Shade Tree Review, dated April 27, 2022, marked as Exhibit PB-5(b) in evidence.

2.5(c) Shade Tree Review, dated June 27, 2022, marked as Exhibit PB-5(c) in evidence.

2.5(d) Shade Tree Review, dated October 25, 2022, marked as Exhibit PB-5(d) in evidence.

2.6(a) Fire Review, dated June 22, 2022, marked as Exhibit PB-6(a) in evidence.

2.6(b) Fire Review, dated October 28, 2022, marked as Exhibit PB-6(b) in evidence.

3) During the course of the hearing, the Applicant removed Block 9 Lot 7 from the application leaving Block 11 Lot 19 as the premises in question. Block 11 Lot 19 is a heavily wooded site with farm fields, a single-family dwelling and accessory buildings. Rocky Brook runs along the property's western border. Adjacent to the brook are several wetland areas. The property generally slopes in elevation of 132 feet NJVD88 peaking near the existing dwelling and decreasing in elevation to 108 feet NJVD88 towards the wetland areas located at the rear of the site near the stream. The property is approximately 36.5 acres in area with approximately 8.2 acres consisting of wetlands and 5.2 acres of wetland buffers totaling 13.4 acres of environmental sensitive areas. The Applicant proposes to develop Block 11 Lot 19 with 122 Market-Rate Townhouses in 16 Townhouse buildings and 48 affordable units within two apartment buildings. During the evolution of the application, all Variances and Design Standard Waivers were eliminated with the exception of the Applicants request not to provide Tree Survey information, not to provide full soil testing for contaminants and Appendix E regarding endangered species information.

4) The Applicant was represented by John A. Giunco, Esq. who presented the testimony of John Scott Nicholl, a licensed Architect, Chester DiLorenzo, a licensed professional Engineer, John Rea, a licensed Traffic Engineer, Gregg Barkley, a licensed professional Engineer, Matt Leatherwood, an Environmental Consultant and Licensed Site Remediation Professional (LSRP), John Grelis, a licensed Subsurface Evaluator and licensed Site Remediation Professional (LSRP) in the State of New Jersey and Environmental Consultant Kyle Weise.

5) The Applicants principal witness, Chester DiLorenzo was responsible for the design of the site. He provided extensive testimony regarding the site layout and design which has been done in accordance with the Townships Housing Element and Fair Share Plan and Township Ordinances adopted to implement the Housing Element and Fair Share Plan included in a Settlement Agreement between the Township of Millstone, Fair Share Housing Center and Showplace Farms, LLC approved by the Superior Court of New Jersey, Law Division, Monmouth County Docket No. MON-L-2501-15 settling the Township's Mount Laurel Declaratory Judgment Action. It is also consistent with the separate Developer's Agreement between the Township and the Property Owner. The Planning Board acknowledges that the Settlement Agreement provides for the property to be developed with up to two hundred forty-two (242) total units with forty-eight (48) affordable units and up to one hundred ninety-four (194) market rate units. The Applicant has reduced the number of market rate units to one hundred twenty-two (122) a reduction of seventy-two

(72) units from the maximum allowed without reducing the number of affordable units. The Planning Board further acknowledges that the affordable units will be family rental units entitled to a two-for-one bonus credit providing the Township with credit for ninety-six (96) affordable units.

6) Mr. DiLorenzo testified that, in response to concerns raised by Board Members and members of the public, the plans were revised throughout the course of the hearings to address those concerns. He testified that the plans fully comply with the zoning provisions of the Township Ordinance, the Residential Site Improvement Standards, the Stormwater Management Regulations and the Electric Vehicle charging station regulations. He also agreed that the Applicant will comply with the recommendations of the Fire Department. He further testified that the Applicant will comply with all technical recommendations of the Planning Board Planner and Engineer as well as the reports of the Shade Tree Commission and Environmental Commission, except where the reports may conflict. In the event of a conflict the Planning Board Engineer shall determine which report shall control. The Planning Board notes that the Applicant has not yet complied with Ordinance Appendix E regarding endangered species. That will be provided as a condition of this approval and its accuracy to be confirmed by the Planning Board's professional. Mr. DiLorenzo testified that he has submitted an application for wetland approval and designed the site anticipating a 50 ft. intermediate transition area buffer. However, that approval is still pending. Thus, this approval is subject to subsequent NJDEP approval of the wetland classification and any required transition area buffer requirements. In addition, Mr. DiLorenzo testified that the "Flood Line" shown on the plans is taken from NJDEP maps and must be confirmed by D&R Canal Commission. However, D&R requires this approval before it will do its review. Thus, this approval is subject to subsequent D&R approval of the flood line and associated buffer.

7) Mr. DiLorenzo testified that the Applicant has taken soil samples of the site and also performed Phase I and Phase II Environmental Assessments demonstrating that the site is free of contaminants and requires no further testing. Mr. Leatherwood and Mr. Grelis, both licensed LSRP's, confirmed this. The Planning Board accepts the Phase I and Phase II Environmental Assessments in lieu of doing the full testing in accordance with Section 11-30.3 e. of the Township's Land Use and Development Regulations.

8) Traffic Engineer John Rea provided a Traffic Report including traffic volume and projected traffic generation data. The report also included data regarding turning movements at the on-site intersections and off-site intersections along Perrineville Road and found that they will all operate at acceptable levels of service post development. He advised that Perrineville Road is a County roadway under the jurisdiction of the Monmouth County Planning Board. He noted that the County has advised that they will require a dedicated turning lane in front of the site that has not yet been designed. Thus, this approval is subject to subsequent Monmouth County Planning Board approval. Mr. Rea also testified that he reviewed the interior layout and design of the site and that it complies with RSIS requirements and will function properly and that it meets fire and safety requirements. In addition, the RSIS parking space requirements are exceeded. His testimony was unrebutted and is accepted.

9) Mr. Barkley, a licensed engineer specializing in wastewater treatment reviewed the on-site wastewater treatment system and advised that its design and functioning will be regulated by, and within the jurisdiction of NJDEP. It must be operated by operators licensed by NJDEP. The system is within the jurisdiction of and must be approved by NJDEP in compliance with NJDEP regulations.

10) The Planning Board finds that the Applicant has submitted a site plan and such other information as is reasonably necessary to make an informed decision as to whether the requirements necessary for preliminary site plan approval have been met and finds that they have been met. The Planning Board finds that, due to the potential for changes to buffer lines associated with wetlands, flood hazard line determinations, endangered species review and other outstanding governmental approvals that may impact upon the final design of the community it is appropriate not to provide final approval at this time. These items are best to be resolved as a condition of preliminary approval. The Planning Board acknowledges that the Applicant has previously paid the application fees for final approval. Those fees shall be credited toward the application for final approval so that there will not be a double charge of those fees. In addition, any ordinance revision increasing the fee schedule will not be applicable to the application for final approval.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Millstone on this 11th day of January, 2023 that the application of **Hexa Builders, LLC** for preliminary major site plan approval be and is hereby approved subject to the following terms and conditions:

GENERAL CONDITIONS –

1) This approval is subject to the accuracy and completeness of the submissions, statements, exhibits and other testimony filed with, or offered to, the Board in connection with this application, all of which are incorporated herein by reference and specifically relied upon by the Board in granting this approval. This condition shall be a continuing condition subsequent which shall be deemed satisfied unless and until the Board determines (on Notice to the Applicant) that a breach hereof has occurred.

2) In the event that any documents require execution in connection with the within approval, such as outside agency approvals that require municipal or planning board endorsement, such documents will be released. Notwithstanding the foregoing all of the conditions of this approval shall be satisfied unless otherwise expressly noted or waived.

3) No taxes or assessments for local improvements shall be due or delinquent on the subject property.

4) The Applicant shall pay to the municipality any and all sums outstanding for fees incurred by the municipality for services rendered by the municipality's professionals for review of the application for development, review and preparation of documents, inspections of improvement and other purposes authorized by the Municipal Land Use Law. The Applicant shall provide such further escrow deposits with the municipality as are necessary to fund anticipated continuing municipal expenses for such professional services, if any, in connection with the Application for Development as may be authorized by the Municipal Land Use Law.

5) The Applicant shall furnish such Performance Guarantees, Temporary Certificate of Occupancy Guarantees, Safety and Stabilization Guarantees, Maintenance Guarantees, Inspection Fees and such other Guarantees or fees as may be required pursuant to the Municipal Land Use Law and the Ordinances of this Municipality for the purpose of assuring the installation and maintenance of on-tract/off-tract and private site improvements.

6) Except as set forth herein, no site work shall be commenced or plans signed or released or any work performed with respect to this approval until such time as all conditions of the approval have been satisfied or otherwise waived by the Board.

Notwithstanding the foregoing, Applicant may perform the following activities, provided that Applicant has obtained approval or permits to perform such activities (and has posted any such bonds, inspection or other fees that may be required):

a. Removal of the existing water tank and underground distribution system used for irrigation;

b. Demolition of the existing farm buildings.

c. Soil and geotechnical testing, onsite observation and testing, as required for NJDEP permits.

d. Water/well supply testing, including draw-down tests and aquifer depletion testing under the supervision of NJDEP or a professional engineer or LSRP;

e. Work permitted under approval from Monmouth County (road widening and highway alignment improvements);

f. Work permitted under the Soil Conservation District certification, including erosion control protections for both overground erosion and from any stormwater management or collection system;

g. Permit preliminary grading of the site and shaping of stormwater management facilities having received required outside agency approvals.

h. Other onsite investigations and surveying as may be required by the Board, township or outside agencies to complete permitting of the project.

7) Nothing herein shall excuse compliance by the Applicant with any and all other requirements of this municipality or any other governmental entity. This approval is conditioned upon compliance by the Applicant will all Ordinances and Regulations of this Municipality.

8) In the event any de minimis exception has been granted from the Residential Site Improvement Standards Regulations in connection with this application, a copy of this resolution shall be sent to the New Jersey Department of Community Affairs, Division of Codes and Standards, 101 South Board Street, CN 802, Trenton, New Jersey 08625-0802 within thirty (30)

days of the date hereof. Said copy of this resolution shall be clearly marked on its face with the words "SITE IMPROVEMENT EXCEPTIONS". (Not applicable)

9) In the event that the Applicant and the approving authority have agreed that exceeding a standard of the Residential Site Improvement Standards is desirable under the specific circumstances of the proposed development, such Agreement to Exceed RSIS Standards shall be placed, in writing, by the developer and transmitted forthwith to the New Jersey Department of Community Affairs, Division of Codes and Standards, 101 South Broad Street, CN 802, Trenton, New Jersey 08625-0802. (Not applicable)

10) The Applicant shall comply with the contribution requirements of the Municipal Affordable Housing Fund as applicable to this application. The Board notes that a contribution is not required as this is an inclusionary development.

11) In the event that this approval involves the approval of a subdivision, the Applicant shall provide to the Board Engineer and attorney for review and approval, deeds for each of the lots created and shall file such deeds simultaneously with the recording of any subdivision plat.

12) All general and special conditions set forth in this Resolution shall be placed as notes on the approved plans as a Resolution compliance requirement.

13) The Applicant shall comply with the requirements of the Municipal Ordinances with respect to its Affordable Housing obligation by providing the required affordable housing on-site.

14) This Resolution does not constitute a permit for the construction of the approved improvements. The Applicant shall be responsible for obtaining any and all permits and approvals required **prior to** the commencement of **any** development activities including, but not limited to, N.J.D.O.T., N.J.D.E.P., Monmouth County Planning Board, Freehold Soil Conservation District, Regional and/or Municipal Utility Authority approval, in addition to any and all building and construction permits, required by the Municipality. All work performed shall be in accordance with, and shall not deviate from, the approved plans and all applicable Federal, State, County and Local laws, rules and regulations.

17) As an essential and non-severable condition of this approval, the Applicant shall comply with all Mount Laurel obligations and shall comply with the Municipality's approved Housing Element and Fair Share Plan including but not limited to, any associated implementing Ordinances.

18) The scope of the review of this application is necessarily limited to planning, zoning and land use review of the site as compared to the requirements of the Municipality. The grant of this approval and of any permit or approval in connection therewith shall not constitute a representation, guarantee or warranty of any kind or nature by the Municipality or by any Municipal official or employee thereof with respect to the practicability or safety of any structure, use or other plan proposed and shall create no liability upon or cause of action against the Board, the Municipality or any officials or employees of the Municipality for any damage or injury that result from the construction of the improvements for which this Zoning approval is granted.

SPECIAL CONDITIONS -

1. The Applicant shall provide a tree survey of trees with a DBH of 10 inches or greater in accordance with the Ordnance only for the area of disturbance proposed to be cleared.
2. All affordable units will have access to in-unit laundry machines or in-building laundry facilities and architectural plans shall be revised to include them.
3. The affordable unit attics may be used for storage only and not as habitable living space.
4. The townhouse units shall not have bedrooms in the upper level any such attic, optional loft area etc. and such areas shall not be converted into a bedroom. This prohibition shall be included in the unit sale contracts.
5. The Homeowner Association Documents shall include the restrictions in #'4 above and a Deed Notice regarding them shall be recorded.
6. The Applicant shall provide cross-sections of the bioretention system and the Applicant shall meet with the Board Engineer, if the Board Engineer requires such meeting, to confirm compliance.
7. Landscaping shall be maintained at the same level between the market rate units and affordable units along with any necessary easements or agreements to maintain same.

8. The Applicant shall revise the plans to include the angle of mountable curbs and compliant turning radii consistent with the reports of the fire department.
9. The Applicant shall provide Appendix E species site survey to be reviewed (including site inspection) and approved by an environmental professional to be selected by the Planning Board.
10. The multi-family affordable buildings will be sprinklered.
11. The Applicant shall comply with the recommendations set forth in the reports of the Shade Tree Commission dated October 25, 2022.
12. Prior to the issuance of the first Certificate of Occupancy the Applicant shall provide a wave test confirming that noise levels of generators and condensers do not exceed NJDEP levels.
13. The Applicant shall provide the Homeowner Association Documents to the Township for review and approval.
14. The Applicant shall enhance the landscape buffer along Perrineville Road including (a) increasing the height of the berm by 3 ft. to 5 ft. subject to review and approval of the Board Engineer, (b) Increasing the planting height of evergreen trees to 8 ft. and shade trees to 10-12 ft. and (c) providing additional shrubs, shade trees and pine trees appropriately spaced subject to review and approval by the Board Engineer and Planner. Following installation, the Applicant and subsequent Homeowners Association shall maintain the area free of unsightly wild brush vegetation.
15. Upon installation the berm landscaping along Perrineville Road shall be field inspected and supplemented in accordance with the direction of the Planning Board Engineer to fill any visual gaps.
16. The Applicant shall request Title 39 enforcement on-site. There shall be no on-street parking. All parking shall be in designated parking spaces.
17. The applicant shall comply with UHAC requirements with respect to the number of affordable units that must be completed when the market units reach appropriate levels of completion in accordance with the planner's report dated May 5, 2022.
18. The Applicant shall confirm locations of electric and gas panels for the apartment buildings. The applicant shall review screening of the panels with the Board Planner. If the applicable utilities do not approve such screening this condition shall be deemed satisfied without the screening.

19. The Applicant shall comply with the technical recommendations in the Planner's report dated October 25, 2022.
20. The Applicant shall comply with the technical recommendations in the Engineer's report dated October 26, 2022.
21. The Applicant shall comply with all outside agency approvals as listed in the report of the Engineer dated October 26, 2022.
22. Confirmation of NJDEP approval of the location of the wetland line and wetland transition area buffer.
23. Confirmation of NJDEP and D&R Canal Commission approval of the Flood Zone elevation and buffer lines.
24. Approval of the Monmouth County Planning Board.

BE IT FURTHER RESOLVED, that nothing herein shall excuse compliance by the Applicant with any and all other requirements of this municipality or any other governmental entity.

BE IT FURTHER RESOLVED that a written copy of this Resolution certified by the Secretary of the Planning Board to be a true copy be forwarded to the Applicant, the Code Enforcement Official of the Township of Millstone and the Construction Code Official of the Township of Millstone. A written copy of the Certified Resolution shall also be filed in the office of the Administrative Officer of the Municipality, which copy shall be made available to any interested party and available for public inspection during normal business hours.

BE IT FURTHER RESOLVED that a proper notice of this decision be published once in the official newspaper of the municipality or in a newspaper in general circulation within the Township.

OFFERED BY: Mr. Ziner.

SECONDED BY: Chairman Newman.

ROLL CALL:

YES: Chairman Newman, Mr. Lambros, C/W Zabrosky, Mr. Beck, Mr. Pado and Mr. Ziner.

NO: ----

ABSTAIN: ----

ABSENT: Mr. Pepe.

Chairperson, Planning Board
Township of Millstone

I hereby certify that the above is a true and exact copy of the Resolution passed by the Planning Board of the Township of Millstone at its meeting held on January 11, 2023.

Secretary, Planning Board
Township of Millstone

IN THE MATTER OF
APPLICATION NO. P21-05
OF HEXA BUILDERS, LLC
BLOCK 9, LOT 7
BLOCK 11, LOT 19

RESOLUTION GRANTING
FINAL MAJOR SITE PLAN
APPROVAL

WHEREAS, **HEXA BUILDERS, LLC,** hereinafter the "Applicant", has proposed the development of property located at 710 & 711 Perrineville Road, in the Township of Millstone, County of Monmouth and State of New Jersey, which property is further known and designated as Block 9, Lot 7 & Block 11, Lot 19 on the Tax Map of the Township of Millstone[1]; and

WHEREAS, the Applicant previously applied to the Planning Board of the Township of Millstone for preliminary and final major site plan approval to develop the property with an inclusionary development consisting of 122 Market Rate Townhouses across sixteen buildings and forty-eight affordable units within two apartment buildings along with associated driveways, parking, stormwater management, water supply service, maintenance area, wastewater disposal area and associated improvements; and

WHEREAS, by Resolution adopted January 11, 2023, the Millstone Township Planning Bard granted Preliminary Major Site Plan approval but withheld deciding with respect to Final Major Site Plan approval until certain conditions of Preliminary approval have been satisfied; and

WHEREAS, the subject property is located in the R-MF Rural Multi-Family Zone District and this inclusionary Development is a permitted use in the zone; and

WHEREAS, the Applicant appeared before the Millstone Township Planning Board on May 13, 2025, due notice of said meeting having been given in accordance with New Jersey Statutes, the Open Public Meetings Act and the Municipal Land Use Law and a quorum of the Planning Board being present the application for final major site plan approval was heard; and

[1] It is noted that the applicant subsequently removed Block 9, Lot 7 from the development proposal and it is not the subject of this approval.

WHEREAS, the Applicants witnesses were sworn and the Planning Board having heard the testimony of the Applicant's witnesses and having examined the Exhibits submitted by the Applicant and having heard the testimony of all members of the public requesting to be heard and having examined the Exhibits presented by members of the public, if any, and having considered all of the evidence presented in favor of or in opposition to the application, the Planning Board has made the following findings of fact:

1) The Planning Board has received and reviewed the following documents, exhibits and reports:

1.1 Jurisdictional Notice, marked as Exhibit A-1 in evidence.

1.2 Application Checklist & Administrative forms, marked as Exhibit A-2 in evidence.

1.3 Traffic Impact Analysis, prepared by McDonough & Rea Associates, dated November 21, 2021, marked as Exhibit A-3 in evidence.

1.4 Environmental Impact Statement, prepared by Trident Environmental, dated November 11, 2021, marked as Exhibit A-4 in evidence.

1.5 Drainage Study, prepared by Midstate Engineering, dated November 21, 2021, marked as Exhibit A-5 in evidence.

1.6(a) Survey of property, prepared by Midstate Engineering, dated January 29, 2021, marked as Exhibit A-6(a) in evidence.

1.6(b) Survey of property prepared by Midstate Engineering revised August 9, 2021, marked as Exhibit A-6(b) in evidence.

1.7 Aerial Display undated, source unknown, marked as Exhibit A-7 in evidence.

1.8 Architectural Floor Plans, Elevations for Townhouses, prepared by Tekton Architecture Studio, LLC, dated June 22, 2021, marked as Exhibit A-8 in evidence.

1.9 Architectural Floor Plans/Elevations for Apartment Buildings, prepared by Tekton Architecture Studio, LLC revised September 30, 2021, marked as Exhibit A-9 in evidence.

1.10 Site Plan prepared by Midstate Engineering revised October 11, 2021, marked as Exhibit A-10 in evidence.

1.11 Color Rendering of proposed Apartment Buildings, dated September 30, 2021, marked as Exhibit A-11 in evidence.

1.12(a) Extension of Time to Act through May 31, 2022, marked as Exhibit A-12(a) in evidence.

1.12(b) Extension of Time to Act through June 30, 2022, marked as Exhibit A-12(b) in evidence.

1.12(c) Extension of Time to Act through August 2,2022, marked as Exhibit A-12(c) in evidence.

1.12(d) Extension of Time to Act through September 30, 2022, marked as Exhibit A-12(d) in evidence.

1.12(e) Extension of Time to Act through October 31, 2022, marked as Exhibit A-12(e) in evidence.

1.12(f) Extension of Time to Act through November 1, 2022, marked as Exhibit A-12(f) in evidence.

1.13 Site Plan prepared by Midstate Engineering revised April 2, 2022, marked as Exhibit A-13 in evidence.

1.14 Analytical Report-Environment Testing America, prepared by Eurofins Edison, released April 18, 2022, marked as Exhibit A-24 in evidence.

1.15 Hydrogeologic Evaluation for Wastewater Discharge, prepared by Dwyer Geosciences Inc., dated January 2022, marked as Exhibit A-15 in evidence.

1.16 Monmouth County Planning Board Review "incomplete application", dated March 17, 2022, marked as Exhibit A-16 in evidence.

1.17 Notice (CRR) of NJPDES-DGW submitted to NJDEP prepared by G. Barkley, Engineering, dated February 4, 2022, marked as Exhibit A-17 in evidence.

1.18 Stormwater Management Report, prepared by Midstate Engineering revised through April 25, 2022, marked as Exhibit A-18 in evidence.

1.19 Rendered Site Plan, marked as Exhibit A-19 in evidence.

1.20 Aerial Photo with Proposed Development superimposed, marked as Exhibit A-20 in evidence.

1.21 Monmouth County Site Specific Amendment Application Review, dated May 16, 2022, marked as Exhibit A-21 in evidence.

1.22 Townhouse Elevations for Cluster, prepared by Tekton Architecture Studio, LLC dated May 23, 2022, marked as Exhibit A-22 in evidence.

1.23 Correspondence marked as Exhibit A-23 in evidence.

1.24 Analytical Report-Environment Testing America, prepared by Eurofins Edison, released May 31, 2022, marked as Exhibit A-24 in evidence.

1.25 Stormwater Management Report, prepared by Midstate Engineering revised June 6, 2022, marked as Exhibit A-25 in evidence.

1.26 Soil Log & Soil Sample Location Map, prepared by Midstate Engineering, dated February 1, 2022, marked as Exhibit A-26 in evidence.

1.27 Site Plan, prepared by Midstate Engineering revised June 6, 2022, marked as Exhibit A-27 in evidence.

1.28 Soil Sample Evaluation, prepared by Grelis Environmental Services, LLC, dated June 17, 2022, marked as Exhibit A-28 in evidence.

1.29 Revised Architectural Floor Plans/Elevations-Townhouses, prepared by Tekton Architecture Studio, LLC, dated June 22, 2021, marked as Exhibit A-29 in evidence.

1.30 Series of 22 Photographs of 131 Hankins Road, Disposal Field & Pretreatment Plant, taken June 21, 2022, marked as Exhibit A-30 in evidence.

1.31 Updated Rendered Site Plan, dated June 29, 2022, marked as Exhibit A-31 in evidence.

1.32 Copy of Transmittal Letter to Township Clerk, dated February 4, 2022, with Permit Application & Hydrogeologic Evaluation for Wastewater Discharge, dated January 2022, marked as Exhibit A-32 in evidence.

1.33 Request to adjourn August 2, 2022 Planning Board Special Meeting, marked as Exhibit A-33 in evidence.

1.34 NJDEP LOI deficiency memo, dated July 12, 2022, marked as Exhibit A-34 in evidence.

1.35 Monmouth County Development Review, dated August 22, 2022, marked as Exhibit -35 in evidence.

1.36 Phase I Environmental Site Assessment, prepared by DuBois Associates, dated August 10, 2022, marked as Exhibit A-36 in evidence.

1.37 Phase II Site Investigation Report, prepared by DuBois Associates, dated September 2022, marked as Exhibit A-37 in evidence.

1.38 Site Plan prepared by Midstate Engineering revised September 26, 2022, marked as Exhibit A-38 in evidence.

1.39 Stormwater Management Report, prepared by Chester DiLorenzo revised September 26, 2022, marked as Exhibit A- 39 in evidence.

1.40 Stormwater Management Maintenance Manual, prepared by Chester DiLorenzo, dated June 6, 2022, marked as Exhibit A-40 in evidence.

1.41 Soil Logs & Sample Location Map, prepared by Midstate Engineering revised September 22, 2022, marked as Exhibit A-41 in evidence.

1.42 Drainage Area Maps, prepared by Midstate Engineering revised June 6, 2022, marked as Exhibit A-42 in evidence.

1.43 Basin Model Plan, prepared by Hydrology Studio, dated October 4, 2022, marked as Exhibit A-43 in evidence.

1.44 Permeability Studies prepared by Chester DiLorenzo, dated September 8, 2022, September 9, 2022 & September 12, 2022, marked as Exhibit A-44 in evidence.

1.45 Jurisdiction Notice Package for November 1, 2022, marked as Exhibit A-45 in evidence.

1.46 Statement of Qualifications-Environmental Professional Matt Leatherwood of DuBois & Associates, dated October 28, 2022, marked as Exhibit A-46 in evidence.

1.47 Color Rendered Site Map prepared by Midstate Engineering, marked as Exhibit A-47 in evidence.

1.48 Request of Applicants Attorney John A. Giunco, Esq. for reconsideration with supporting brief marked as Exhibit A-48 in evidence.

1.49 Notice for Hearing of Reconsideration on January 11, 2023, marked as Exhibit A-49 in evidence.

1.50 Application of checklist for final approval received October 31, 2023, marked as Exhibit A-50 in evidence.

1.51 Memorandum to Planning Board, dated October 18, 2021, revised October 31, 2023 by MidState Engineering, marked as Exhibit A-51 in evidence.

1.52 Basin Model (Hydrology Studio) consisting of one sheet, dated October 4, 2022, marked as Exhibit A-52 in evidence.

1.53 Threatened and Endangered Species Survey Consisting of 5 Sheets, marked as Exhibit A-53 in evidence.

1.54 Stormwater Management Maintenance Manual, dated June 6, 2022, prepared by MidState Engineering, marked as Exhibit A-54 in evidence.

1.55 Environmental Impact Statement revised February 27, 2023, prepared by Trident Environmental, marked as Exhibit A-55 in evidence.

1.56 Stormwater Management Report revised June 6, 2022, prepared by MidState Engineering, marked as Exhibit A-56 in evidence.

1.57 Soil Log & Soil Sample Location Map revised September 22, 2022, prepared by MidState Engineering, marked as Exhibit A-57 in evidence.

1.58 Drainage Area Maps revised September 27, 2022, prepared by MidState Engineering, marked as Exhibit A-58 in evidence.

1.59 Trees with an Area of Disturbance 10" DBH Location Plan, dated March 15, 2023, prepared by MidState engineering, marked as Exhibit A-59 in evidence.

1.60 Revised Site Plan dated October 27, 2023, prepared by MidState Engineering, marked as Exhibit A-60 in evidence.

1.61 Wastewater Recharge System Plan, dated August 17, 2023, prepared by G. Barkley Engineering, LLC, marked as Exhibit A-61 in evidence.

1.62 NJDEP Permitting Transmittal to Clerk, dated August 22, 2023, prepared by G. Barkley Engineering, LLC, marked as Exhibit A-62 in evidence.

1.63 Hydrogeologic Evaluation for Wastewater Discharge, dated January 2022, Dwyer Geo Sciences Inc., marked as Exhibit A-63 in evidence.

1.64 Stormwater Management Report revised October 27, 2023, prepared by MidState Engineering, marked as Exhibit A-64 in evidence.

1.65 Apartment Floor Plans, prepared by Tekton Architecture Studio, LLC consisting of 2 sheets, revised January 10, 2023, marked as Exhibit A-65 in evidence.

1.66 Townhouse Floor Plans, prepared by Tekton Architecture Studio, LLC, consisting of 2 sheets, revised January 12, 2023, marked as Exhibit A-66 in evidence.

1.67 Monmouth County Planning Board Resolution Number R2023-15 Amending WQMP & Service Area Map, marked as Exhibit A-67 in evidence.

1.68 Updated Rendered Site Plan Display, received January 10, 2024, marked as Exhibit A-68 in evidence.

1.69 Freehold Soil Conservation District Initial Application Review, dated February 23, 2024, marked as Exhibit A-69 in evidence.

1.70 Hexa correspondence to Planning Board Request for Reconsideration & Extension of Time to Adopt Resolution, dated February 19, 2024, marked as Exhibit A-70 in evidence.

1.71 Transmittal Letter of Resubmission, dated March 1, 2024, marked as Exhibit A-71 in evidence.

1.72 Revised Site Plan, dated February 28, 2024, prepared by MidState Engineering, marked as Exhibit A-72 in evidence.

1.73 Status Approvals, dated March 11, 2024, marked as Exhibit A-73 in evidence.

1.74 Freshwater Wetland Delineation Report, prepared by DuBois & Associates, dated November 18, 2021, marked as Exhibit A-73 in evidence.

1.75 Draft Master Deed for Millstone Townhomes a Condominium, marked as Exhibit A-75 in evidence.

1.76 Draft By-Laws of Millstone Townhomes Condominium Association Inc., marked as Exhibit A-76 in evidence.

1.77 Draft Purchase Agreement, marked as Exhibit A-77 in evidence.

1.78 2024 Bald Eagle Assessment, prepared by Ecol Sciences Inc., dated January 9, 2024, marked as Exhibit A-78 in evidence.

1.79 Soil Log & Sample Plans consisting of 2 Sheets, prepared by MidState Engineering Inc., revised February 28, 2024, marked as Exhibit A-79 in evidence.

1.80 Basin Soil Logs, prepared by Chester DiLorenzo, PE, PLS, revised through February 2024, marked as Exhibit A-80 in evidence.

1.81 Freehold Soil Conservation District Review Revisions, dated May 17, 2024, marked as Exhibit A-81 in evidence.

1.82 Monmouth County Planning Board Request for Information, dated May 13, 2024, marked as Exhibit A-82 in evidence.

1.83 DRCC Staff Report, dated June 19, 2024, marked as Exhibit A-83 in evidence.

1.84 Monmouth County Planning Board Request for Information, dated January 2, 2025, marked as Exhibit A-84 in evidence.

1.85 DRCC Staff Report Application Complete & Recommending Approval, dated March 12, 2025, marked as Exhibit A-85 in evidence.

1.86 Monmouth County Planning Board Conditional Approval, dated April 28, 2025, marked as Exhibit A-86 in evidence.

1.87 Apartment Floor Plans, prepared by Tekton Architecture Studio, LLC consisting of 2 sheets revised September 6, 2024, marked as Exhibit A-87 in evidence.

1.88 Wetlands Flag Location Map Approved, Stamped by NJDEP, prepared by MidState Engineering, dated January 29, 2020, revised May 16, 2023, marked as Exhibit A-88 in evidence.

1.89 WQMP Amendment Area Map Final DEP Adoption & Notice of Adoption, marked as Exhibit A-89 in evidence.

1.90 Site Plan Consisting of 38 Sheets, prepared by MidState Engineering, last revised April 25, 2025, marked as Exhibit A-90 in evidence.

1.91 Stormwater Management Report-Pipe Calculations, prepared by MidState Engineering, dated April 25, 2025, marked as Exhibit A-91 in evidence.

1.92 Drainage Area Plans Consisting of 5 Sheets, prepared by MidState Engineering, dated March 22, 2021, revised March 13, 2025, marked as Exhibit A-92 in evidence.

2) The Planning Board has also received and reviewed the following additional documents, exhibits and reports:

2.1 Completeness Determination dated December 8, 2021, marked as Exhibit PB-1 in evidence.

2.2(a) Engineers Review, dated January 11, 2022, marked as Exhibit PB-2(a) in evidence.

2.2(b) Engineers Review, dated May 3, 2022, marked as Exhibit PB-2(b) in evidence.

2.2(c) Engineers Review, dated June 22, 2022, marked as Exhibit PB-2(c) in evidence.

2.2(d) Engineers Review, dated July 26, 2022, marked as Exhibit PB-2(d) in evidence.

2.2(e) Engineers Review, dated October 26, 2022, marked as Exhibit PB-2(e) in evidence.

2.3(a) Planners Review dated February 17, 2022, marked as marked as Exhibit PB-3(a) in evidence.

2.3(b) Planners Review dated May 5, 2022, marked as Exhibit PB-3(b) in evidence.

2.3(c) Planners Review dated June 23, 2022, marked as Exhibit PB-3(c) in evidence.

2.3(d) Planners Review dated October 25, 2022, marked as Exhibit PB-3(d) in evidence.

2.4(a) Environmental Commission Review, dated March 2, 2022, marked as Exhibit PB-4(a) in evidence.

2.4(b) Environmental Commission Review, dated May 5, 2022, marked as Exhibit PB-4(b) in evidence.

2.4(c) Environmental Commission Review revised June 24, 2022, marked as Exhibit PB-4(c) in evidence.

2.4(d) Environmental Commission Review revised July 20, 2022, marked as Exhibit PB-4(d) in evidence.

2.4(e) Environmental Commission Review revised October 18, 2022, marked as Exhibit PB-4(e) in evidence.

2.5(a) Shade Tree Review, dated November 18, 2021, marked as Exhibit PB-5(a) in evidence.

2.5(b) Shade Tree Review, dated April 27, 2022, marked as Exhibit PB-5(b) in evidence.

2.5(c) Shade Tree Review, dated June 27, 2022, marked as Exhibit PB-5(c) in evidence.

2.5(d) Shade Tree Review, dated October 25, 2022, marked as Exhibit PB-5(d) in evidence.

2.6(a) Fire Review, dated June 22, 2022, marked as Exhibit PB-6(a) in evidence.

2.6(b) Fire Review, dated October 28, 2022, marked as Exhibit PB-6(b) in evidence.

2.7 Completeness Determination-Final Approval, dated December 11, 2023, marked as Exhibit PB-7 in evidence.

2.8 Engineers Review, dated December 27, 2023, marked as Exhibit PB-8 in evidence.

2.8(b) Engineers Review, dated June 3, 2024, marked as Exhibit PB-8(b) in evidence.

2.8(c) Engineers Review, dated January 2, 2025, marked as Exhibit PB-8(c) in evidence.

2.9 Planners Review, dated January 2, 2024, marked as Exhibit PB-9 in evidence.

2.9(b) Planner Review, dated June 3, 2024, marked as Exhibit PB-9(b) in evidence.

2.10 Environmental Commission Review, dated January 2, 2024, marked as Exhibit PB-10 in evidence.

2.10(b) Environmental Commission Review, dated May 23, 2024, marked as Exhibit PB-10(b) in evidence.

2.10(c) Environmental Commission Review, dated January 2, 2025, marked as Exhibit PB-10(c) in evidence.

2.11 Shade Tree Review, dated December 22, 2023, marked as Exhibit PB-11 in evidence.

2.11(b) Shade Tree Review, dated May 13, 2024, marked as Exhibit PB-11(b) in evidence.

2.11(c) Shade Tree Review, dated July 30, 2024, marked as Exhibit PB-11(c) in evidence.

3) The Applicant was represented by John A. Giunco, Esq. who had with him the Applicant's witnesses previously sworn during the course of the previous hearings. The Planning Board also heard the testimony of their Engineer, Matt Shafai and Planner McKinley Mertz who confirmed that the Applicant had received all of the approvals that were conditions of the Preliminary Major Site plan approval that could have required changes to the design and layout of the development including the conditional approvals of Monmouth County Planning Board and the Delaware and Raritan Canal Commission. They opined that there are no outstanding approvals with the potential of requiring any significant revisions to the design and layout of the development.

4) Pursuant to N.J.S.A.40:55D-50 the Planning Board shall grant Final approval. If the detailed drawings, specifications and estimates of the application for Final approval conform to the standards established by Ordinance for Final approval, and the conditions of Preliminary approval. Based upon all of the foregoing Exhibits submitted, coupled with the testimony of the various witnesses the Planning Board finds that the Applicant has satisfied the requirements of N.J.S.A. 40:55D-50 for Final Approval subject to the continuation of all conditions of Preliminary approval that remain outstanding and were intended to be accomplished subsequent to the issuance of Final Approval.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Millstone on this 11th day of June, 2025 that the application of **HEXA BUILDERS , LLC** for Final Major Site Plan approval be and is hereby approved subject to the following terms and conditions:

GENERAL CONDITIONS –

1) This approval is subject to the accuracy and completeness of the submissions, statements, exhibits and other testimony filed with, or offered to, the Board in connection with this application, all of which are incorporated herein by reference and specifically relied upon by the Board in granting this approval. This condition shall be a continuing condition subsequent which shall be deemed satisfied unless and until the Board determines (on Notice to the Applicant) that a breach hereof has occurred.

2) In the event that any documents require execution in connection with the within approval, such documents will not be released until all of the conditions of this approval have been satisfied unless otherwise expressly noted.

3) No taxes or assessments for local improvements shall be due or delinquent on the subject property.

4) The Applicant shall pay to the municipality any and all sums outstanding for fees incurred by the municipality for services rendered by the municipality's professionals for review of the application for development, review and preparation of documents, inspections of improvement and other purposes authorized by the Municipal Land Use Law. The Applicant shall provide such further escrow deposits with the municipality as are necessary to fund anticipated continuing municipal expenses for such professional services, if any, in connection with the Application for Development as may be authorized by the Municipal Land Use Law.

5) The Applicant shall furnish such Performance Guarantees, Temporary Certificate of Occupancy Guarantees, Safety and Stabilization Guarantees, Maintenance Guarantees, Inspection Fees and such other Guarantees or fees as may be required pursuant to the Municipal Land Use Law and the Ordinances of this Municipality for the purpose of assuring the installation and maintenance of on-tract/off-tract and private site improvements.

6) No site work shall be commenced or plans signed or released or any work performed with respect to this approval until such time as all conditions of the approval have been satisfied or otherwise waived by the Board.

7) Any and all notes, drawings or other information contained on any approved plans shall be conditions of this approval.

8) Nothing herein shall excuse compliance by the Applicant with any and all other requirements of this municipality or any other governmental entity. This approval is conditioned upon compliance by the Applicant will all Ordinances and Regulations of this Municipality.

9) In the event any de minimis exception has been granted from the Residential Site Improvement Standards Regulations in connection with this application, a copy of this resolution shall be sent to the New Jersey Department of Community Affairs, Division of Codes and Standards, 101 South Board Street, CN 802, Trenton, New Jersey 08625-0802 within thirty (30) days of the date hereof. Said copy of this resolution shall be clearly marked on its face with the words "SITE IMPROVEMENT EXCEPTIONS". (Not applicable)

10) In the event that the Applicant and the approving authority have agreed that exceeding a standard of the Residential Site Improvement Standards is desirable under the specific circumstances of the proposed development, such Agreement to Exceed RSIS Standards shall be placed, in writing, by the developer and transmitted forthwith to the New Jersey Department of Community Affairs, Division of Codes and Standards, 101 South Broad Street, CN 802, Trenton, New Jersey 08625-0802. (Not applicable)

11) The Applicant shall comply with the contribution requirements of the Municipal Affordable Housing Fund as applicable to this application.

12) In the event that this Application involves a subdivision or site plan, such subdivision or site plan shall expire at the conclusion of the period of protection from zoning changes provided for in N.J.S.A. 40:55D-49 or 40:55D-52.a, as applicable, and in no event shall extend beyond the fifth anniversary of the date of adoption of this resolution.

13) In the event that this approval involves the approval of a minor subdivision, the Applicant shall provide to the Board Engineer and attorney for review and approval, deeds for each of the lots created and shall file such deeds simultaneously with the recording of any subdivision plat.

14) All general and special conditions set forth in this Resolution shall be placed as notes on the approved plans as a Resolution compliance requirement.

15) The Applicant shall comply with the requirements of the Municipal Ordinances with respect to its Affordable Housing obligation by either providing the required affordable housing on-site, providing affordable housing off-site or making a contribution of an Affordable Housing fee pursuant to the applicable Municipal Ordinances. This approval is subject to the Applicant paying all applicable fees, including any fee due and owing to the Municipality's Affordable Housing Trust Fund.

16) This Resolution does not constitute a permit for the construction of the approved improvements. The Applicant shall be responsible for obtaining any and all permits and approvals required **prior to** the commencement of **any** development activities including, but not limited to, N.J.D.O.T., N.J.D.E.P., Monmouth County Planning Board, Freehold Soil Conservation District, Regional and/or Municipal Utility Authority approval, in addition to any and all building and construction permits, required by the Municipality. All work performed shall be in accordance with, and shall not deviate from, the approved plans and all applicable Federal, State, County and Local laws, rules and regulations.

17) As an essential and non-severable condition of this approval, the Applicant shall comply with all Mount Laurel obligations and shall comply with the Municipality's approved Housing Element and Fair Share Plan including but not limited to, any associated implementing Ordinances.

18) The scope of the review of this application is necessarily limited to planning, zoning and land use review of the site as compared to the requirements of the Municipality. The grant of this approval and of any permit or approval in connection therewith shall not constitute a representation, guarantee or warranty of any kind or nature by the Municipality or by any Municipal official or employee thereof with respect to the practicability or safety of any structure, use or other plan proposed and shall create no liability upon or cause of action against the Board,

the Municipality or any officials or employees of the Municipality for any damage or injury that result from the construction of the improvements for which this Zoning approval is granted.

19) The scope of the review of this application is necessarily limited to planning, zoning and land use review of the site as compared to the requirements of the Municipality. The grant of this approval and of any permit or approval in connection therewith shall not constitute a representation, guarantee or warranty of any kind or nature by the Municipality or by any Municipal official or employee thereof with respect to the practicability or safety of any structure, use or other plan proposed and shall create no liability upon or cause of action against the Board, the Municipality or any officials or employees of the Municipality for any damage or injury that result from the construction of the improvements for which this Zoning approval is granted.

20) Applicant agrees to comply with the affordable housing ordinances of the municipality regardless of whether the ordinance requires the reservation of units for affordable housing, the payment of a fee in lieu of affordable housing (if permitted). A residential or non-residential development fee for affordable housing or any combination of fees and units. In the event of any inconsistencies between the Statewide Non-residential Development Fee Act (N.J.S.A. 40:55D-8.1-8.7 and the municipality's development fee ordinance, the Statewide Non-residential Development Fee Act shall control. Applicant shall notify (a)the Municipality's Administrative Agent (b) the municipality's Affordable Housing Counsel and (c) the Municipality's Counsel of this condition of the approval. This condition shall not be deemed satisfied until the Applicant has demonstrated that it has provided (a) notice to the Administrative Agent, the Affordable Housing Counsel and the Municipal Attorney; and (b) a signed letter from the Administrative Agent deeming this condition satisfied. As a prerequisite to the Administrative Agent writing that this condition is satisfied, the Administrative Agent may require the Applicant to enter into an agreement to ensure that an affordable units will be and remain creditworthy under applicable laws (the New Jersey Fair Housing Act ("FHA"), the regulations of the New Jersey Council on Affordable Housing, the Uniform Housing and Affordability Controls regulations adopted by the New Jersey Housing and Mortgage Agency, any binding settlement agreements or Court Orders and the Municipality's affordable housing regulations and that any affordable housing fees will be paid in a timely manner in accordance with the ordinance or the Statewide Non-residential Development Act in the

case of nonresidential fees. If affordable housing units are required, Applicant agrees that at least 13 percent of the units shall be very low-income units as defined by the FHA.

SPECIAL CONDITIONS -

Except as may have been previously addressed and/or revised herein all special conditions set forth in the Resolution granting Preliminary Major Site Plan approval shall be continuing conditions of this Resolution including, but not limited to:

1. The Applicant shall provide a tree survey of trees with a DBH of 10 inches or greater in accordance with the Ordnance for the area proposed to be cleared of disturbance. (addressed)
2. All affordable units will have an in-unit laundry and architectural plans shall be revised to include them. (Per recommendation of Board Planner the Plans are revised to provide communal laundry facilities for the multi-family apartment buildings with 3 washers and 3 dryers for every 12 residential units – addressed)
3. The affordable unit attics may be used for storage only and not as habitable living space. (addressed)
4. The townhouse units shall not have bedrooms in the upper level any such attic, optional loft area etc. and such areas shall not be converted into a bedroom. This prohibition shall be included in the unit sale contracts. (addressed)
5. The Homeowner Association Documents shall include the restrictions in #'s 2, 3 and 4 above and a Deed Notice regarding them shall be recorded. (addressed)
6. The Applicant shall provide cross-sections of the bioretention system and the Applicant shall meet with the Board Engineer to confirm compliance. (addressed)
7. Landscaping shall be maintained at the same level between the market rate units and affordable units along with any necessary easements or agreements to maintain same. (addressed)
8. The Applicant shall revise the plans to include the angle of mountable curbs and compliant turning radii consistent with the reports of the fire department. (addressed)

9. The Applicant shall provide Appendix E species site survey to be reviewed (including site inspection) and approved by an environmental professional to be selected by the Planning Board. (addressed)
10. The buildings will be sprinklered. (addressed)
11. The Applicant shall comply with the recommendations set forth in the reports of the Shade Tree Commission dated October 25, 2022. (addressed)
12. Prior to the issuance of the first Certificate of Occupancy the Applicant shall provide a wave test confirming that noise levels of generators and condensers do not exceed NJDEP levels. (to be addressed post final approval)
13. The Applicant shall provide the Homeowner Association Documents to the Township for review and approval. (addressed)
14. The Applicant shall enhance the landscape buffer along Perrineville Road including (a) increasing the height of the berm by 3 ft. to 5 ft. subject to review and approval of the Board Engineer, (b) Increasing the planting height of evergreen trees to 8 ft. and shade trees to 10-12 ft. and (c) providing additional shrubs, shade trees and pine trees appropriately spaced subject to review and approval by the Board Engineer and Planner. Following installation the Applicant and subsequent Homeowners Association shall maintain the area free of unsightly wild brush vegetation. (addressed)
15. Upon installation the berm landscaping along Perrineville Road shall be field inspected and supplemented in accordance with the direction of the Planning Board Engineer to fill any visual gaps. (to be addressed post final approval)
16. The Applicant shall request Title 39 enforcement on-site. (addressed) There shall be no on-street parking. All parking shall be in designated parking spaces. (to be addressed post final approval)
17. The applicant shall comply with UHAC requirements with respect to the number of affordable units that must be completed when the market units reach appropriate levels of completion in accordance with the planner's report dated May 5, 2022. (addressed and to be continued post approval)
18. The Applicant shall confirm locations and screening of electric and gas panels for the apartment buildings.(addressed)

19. The Applicant shall comply with the technical recommendations in the Planner's report dated October 25, 2022. (addresses)
20. The Applicant shall comply with the technical recommendations in the Engineer's report dated October 26, 2022. (addressed)
21. The Applicant shall comply with all outside agency approvals as listed in the report of the Engineer dated October 26, 2022. (Partially addressed. Remainder to be addressed post final)
22. Confirmation of NJDEP approval of the location of the wetland line and wetland transition area buffer. (addressed)
23. Confirmation of NJDEP and D&R Canal Commission approval of the Flood Zone elevation and buffer lines. (addressed)
24. Approval of the Monmouth County Planning Board. (addressed)
25. No backing required for special needs children busing. (addressed)
26. Executed Management Agreement for management of affordable units prior to issuance of building permits. (to be addressed post final approval)

BE IT FURTHER RESOLVED, that nothing herein shall excuse compliance by the Applicant with any and all other requirements of this municipality or any other governmental entity.

BE IT FURTHER RESOLVED that a written copy of this Resolution certified by the Secretary of the Planning Board to be a true copy be forwarded to the Applicant, the Code Enforcement Official of the Township of Millstone and the Construction Code Official of the Township of Millstone. A written copy of the Certified Resolution shall also be filed in the office of the Administrative Officer of the Municipality, which copy shall be made available to any interested party and available for public inspection during normal business hours.

BE IT FURTHER RESOLVED that a proper notice of this decision be published once in the official newspaper of the municipality or in a newspaper in general circulation within the Township.

OFFERED BY: Chairman Newman.

SECONDED BY: Ms. Sinha.

ROLL CALL:

YES: Chairman Newman, C/W Zabrosky, Ms. Sinha, and Mr. Cipriano.

NO: ---

ABSTAIN: ---

ABSENT: Mr. Kotby and Mr. Parrino.

Chairperson, Planning Board
Township of Millstone

I hereby certify that the above is a true and exact copy of the Resolution passed by the Planning Board of the Township of Millstone at its meeting held on June 11, 2025.

Secretary, Planning Board
Township of Millstone

EVIDENCE SHEET
MILLSTONE TOWNSHIP PLANNING BOARD

APPLICANT: Hexa Builders, LLC
BLOCK: 11 Lot: 19, 19Q
~~BLOCK: 9 Lot: 7~~ (removed from application)
ADDRESS: ~~710 &~~ 711 Perrineville Road
APP# P21-05 (Preliminary Major Site Plan)
DATE: 3/9/2022, 5/11/2022, ~~6/8/2022~~, 6/29/2022, ~~7/13/2022~~, ~~8/2/2022~~, ~~8/25/22~~, 11/1/22 (Denied), 1/11/23 (Rehearing-Prelim.APPROVED)
FINAL APVL: 1/10/24 – ~~DENIAL,~~ ~~1/8/25~~, 3/12/25, ~~4/23/25,~~ 5/13/25

APPLICANT'S EXHIBITS	
A-1	Jurisdictional Notice (Proof of Service)
A-2	Application, Checklist and Administrative forms
A-3	Traffic Impact Analysis, prepared by McDonough & Rea Associates, dated 11/21/21
A-4	Environmental Impact Statement, prepared by Trident Environmental, dated 11/11/21
A-5	Drainage Study prepared by Midstate Engineering, dated 11/21/21
A-6(a)	Survey of Property, prepared by Midstate Engineering, 1 sheet, dated 1/29/21
A-6(b)	Survey of Property, prepared by Midstate Engineering, 1 sheet, revised 8/9/21
A-7	Aerial Display, undated, source unknown
A-8	Arch. Floor Plans/Elevations-Townhouses, prepared by Tekton Architecture Studio, LLC, 2 sheets, dated 6/22/21
A-9	Arch. Floor Plans/Elevations-Apartments Buildings, prepared by Tekton Architecture Studio, LLC, 2 sheets, revised 9/30/21
A-10	Site Plan, prepared by Midstate Engineering, 22 sheets, revised 10/11/21
A-11	Color Rendering of Proposed Apartment Buildings, dated 9/30/21
A-12(a)	Extension of Time to Act through 5/31/22
A-12(b)	Extension of Time to Act through 6/30/22
A-12(c)	Extension of Time to Act through 8/2/22
A-12(d)	Extension of Time to Act through 9/30/22
A-12(e)	Extension of Time to Act through 10/31/22
A-12(f)	Extension of Time to Act through 11/1/22
A-13	Site Plan, prepared by Midstate Engineering, 23 sheets, revised 4/2/22
A-14	Analytical Report-Environment Testing America, prepared by Eurofins Edison, released 4/18/22
A-15	Hydrogeologic Evaluation for Wastewater Discharge, prepared by Dwyer Geosciences, Inc., dated January 2022
A-16	Monmouth County Planning Board, Development Review, "Incomplete Application" dated 3/17/22
A-17	Notice (CRR) of NJPDES-DGW Permit is being submitted to the NJDEP, prepared by G Barkley Engineering, dated 2/4/22, received 2/7/22
A-18	Stormwater Management Report, prepared by Midstate Engineering, revised 4/25/22
A-19	Rendered Site Plan
A-20	Aerial Photo w/ proposed development shown
A-21	Monmouth County, Site Specific Amendment App. Review 5/16/22
A-22	Townhouse Elevations for Cluster, prepared by Tekton Architecture Studio, LLC, 1 sheet, dated 5/23/22

EVIDENCE SHEET
MILLSTONE TOWNSHIP PLANNING BOARD

APPLICANT'S EXHIBITS (CONTINUED)	
A-23	Correspondence
A-24	Analytical Report-Environment Testing America, prepared by Eurofins Edison, released 5/31/22
A-25	Stormwater Management Report, prepared by Midstate Engineering, revised 6/6/22
A-26	Soil Log & Soil Sample Location Map, prepared by Midstate Engineering, 2 sheets, dated 2/1/22
A-27	Site Plan, prepared by Midstate Engineering, 23 sheets, revised 6/6/22
A-28	Soil Sample Evaluation, prepared by Grelis Environmental Services, LLC, 3 pages, dated 6/17/22
A-29	Revised Arch. Floor Plans/Elevations-Townhouses, prepared by Tekton Architecture Studio, LLC, 2 sheets, dated 6/22/21 (no revision date noted)
A-30	Series of 22 photos of 131 Hankins Road Disposal Field and Pretreatment Plant, taken 6/21/22
A-31	Updated Rendered Site Plan dated 6/29/22
A-32	Copy of Transmittal to Twp. Clerk dated 2/4/22, permit application and Hydrogeologic Evaluation for Wastewater Discharge dated January 2022
A-33	Request to Adjourn 8/2/22 Planning Board Special Meeting
A-34	NJDEP LOI-V – Deficiency Memo, dated 7/12/22
A-35	Monmouth County Development Review, dated 8/22/2022
A-36	Phase I – Environmental Site Assessment, prepared by DuBois Associates, dated August 10, 2022
A-37	Phase II Site Investigation Report, prepared by DuBois Associates, dated September 2022
A-38	Site Plan, prepared by Midstate Engineering, 23 sheets, revised 9/26/22
A-39	Stormwater Management Report, prepared by Chester DiLorenzo, revised 9/26/22
A-40	Stormwater Management Maintenance Manual, prepared by Chester DiLorenzo, dated 6/6/22
A-41	Soil Logs & Sample Location Map, Midstate Engineering, revised 9/22/22
A-42	Drainage Area Maps, prepared by Midstate Engineering, 5 sheets, revised 6/6/22
A-43	Basin Model Plan, 1 sheet, Hydrology Studio, dated 10/4/22
A-44	Permeability Studies, prepared by Chester DiLorenzo, 13 sheets, dated 9/8/22, 9/9/22 and 9/12/22
A-45	Jurisdiction Notice package for 11/1/2022
A-46	Statement of Qualifications-Environmental Professional, Matt Leatherwood of Dubois & Associates, dated 10/28/22
A-47	Updated Rendered Site Plan, dated 11/1/2022
A-48	Motion Request for a rehearing dated 12/28/22
A-49	Notice for hearing of Reconsideration on 1/11/2023
A-50	Application & Checklist for Final Approval rcvd. 10/31/23
A-51	Memo to Board, dated 10/18/21 (?), rcvd. 10/31/23, by Midstate Engineering
A-52	Basin Model (Hydrology Studio), 1 sheet, dated 10/4/22
A-53	Threatened and Endangered Species Survey Data Sheets (x5)
A-54	Stormwater Management Maintenance Manual, dated 6/6/22, prepared by Midstate Engineering
A-55	Environmental Impact Statement, rvsd. 2/27/23, prepared by Trident Environmental
A-56	Stormwater Management Report, rvsd. 6/6/22, prepared by Midstate Eng.

EVIDENCE SHEET
MILLSTONE TOWNSHIP PLANNING BOARD

APPLICANT'S EXHIBITS (CONTINUED)	
A-57	Soil Log & Soil Sample Location Map, rvsd. 9/22/22, prepared by Midstate Engineering
A-58	Drainage Area Maps, rvsd. 9/26/22, prepared by Midstate Engineering
A-59	Trees within LOD 10 in dbh Location Plan, dated 3/15/23, prepared by Midstate Engineering
A-60	Revised Site Plan, rvsd. 10/27/23, prepared by Midstate Engineering
A-61	Wastewater Recharge System Plan, dated 8/17/23, prepapred by G.Barkley Engineering, LLC
A-62	NJDEP permitting Transmittal to the Clerk, dated 8/22/23, prepared by G.Barkley Engineering, LLC
A-63	Hydrogeologic Evaluation for Wastewater Discharge, dated January 2022, prepared by Dwyer Geosciences, Inc.
A-64	Stormwater Management Report, rvsd. 10/27/23, prepared by Midstate Eng.
A-65	Apartment Floor Plans, prepared by Tekton Architecture Studio, LLC, 2 sheets, revised 1/10/23
A-66	Townhouse Floor Plans, prepared by Tekton Architecture Studio, LLC, 2 sheets, revised 1/12/23
A-67	Monmouth County PB Res.#R2023-15 Amend WQMP and Service Area Map
A-68	Updated Rendered Site Plan display, rcvd. 1-10-24
A-69	Freehold Soil Conservation District Initial Application Review, dated 2/23/24
A-70	Hexa to PB, Request for Reconsideration and Extension of Time to Adopt a Resolution, two (2) pages, dated 2/19/24
A-71	Transmittal letter of resubmission, two (2) pages, dated 3/1/24
A-72	Revised Site Plan, rvsd. 2/28/24, prepared by Midstate Engineering
A-73	Status of Approvals, as of 3/11/24
A-74	Freshwater Wetland Delineation Report, prepared by DuBois & Associates, dated 11/18/21
A-75	Draft Master Deed – Millstone Townhomes, A Condominium
A-76	Draft By-Laws of Millstone Townhomes Condominium Association, Inc.
A-77	Draft Purchase Agreement
A-78	2024 Bald Eagle Assessment, prepared by EcolSciences, Inc., dated 1/9/24
A-79	Soil Log & Soil Sample Plans, two (2) sheets, prepared by MidState Engineering, Inc., revised 2/28/24
A-80	Basin Soil Logs, prepared by Chester DiLorenzo, PE, PLS, through 2/2024
A-81	Freehold Soil Conservation District Review Revisions, dated 5/17/24
A-82	Monmouth County Planning Board, Request for Information, dated 5/13/24
A-83	DRCC Staff Report, dated 6/19/24
A-84	Monmouth County Planning Board, Request for Information, dated 1/2/25
A-85	DRCC Staff Report – Application Complete & Recommend Approval, 3/12/25
A-86	Monmouth County Planning Board, Conditional Approval, dated 4/28/25
A-87	Apartment Floor Plans, prepared by Tekton Architecture Studio, LLC, 2 sheets, revised 9/6/24
A-88	Wetlands Flag Location Map – Approved/Stamped by NJDEP, prepared by MidState Engineering, dated 1/29/20, last revised 5/16/23
A-89	WQMP Amendment Area Map – Final DEP Adoption and Notice of Adoption
A-90	Site Plan, thirty-eight (38) sheets, prepared by Midstate Engineering, last revised 4/25/25
A-91	Stormwater Management Report – Pipe Calculations, prepared by MidState Engineering, dated 4/25/25
A-92	Drainage Area Plans, five (5) sheets, prepared by MidState Engineering, dated 3/22/21, last revised 3/13/25

EVIDENCE SHEET
MILLSTONE TOWNSHIP PLANNING BOARD

BOARD'S EXHIBITS	
PB-1	Completeness Determination 12/8/21
PB-2	Engineer's Review dated 1/11/22
PB-2(b)	Engineer's Review dated 5/3/22
PB-2(c)	Engineer's Review dated 6/22/22
PB-2(d)	Engineer's Review (supp. draining calcs) dated 7/26/22
PB-2(e)	Engineer's Review dated 10/26/22
PB-3	Planner's Review dated 2/17/22
PB-3(b)	Planner's Review dated 5/5/22
PB-3(c)	Planner's Review dated 6/23/22
PB-3(d)	Planner's Review dated 10/25/22
PB-4(a)	Environmental Commission review dated 3/2/22
PB-4(b)	Environmental Commission review dated 5/5/22
PB-4(c)	Environmental Commission review revised 6/24/22
PB-4(d)	Environmental Commission review revised 7/20/22
PB-4(e)	Environmental Commission review revised 10/18/22
PB-5	Shade Tree review dated 11/18/21
PB-5(b)	Shade Tree review dated 4/27/22
PB-5(c)	Shade Tree review dated 6/27/22
PB-5(d)	Shade Tree review dated 10/25/22
PB-6	Fire Review dated 6/22/22
PB-6(b)	Fire Review dated 10/28/22
PB-7	**Completeness Determination – Final Approval 12/11/23**
PB-8	Engineer's Review dated 12/27/23
PB-8b	Engineer's Review dated 6/3/24
PB-8c	Engineer's Review dated 1/2/25
PB-9	Planner's Review dated 1/2/24
PB-9b	Planner's Review dated 6/3/24
PB-10	Environmental Commission review dated 1/2/24
PB-10b	Environmental Commission review dated 5/23/24
PB-10c	Environmental Commission review dated 1/2/25
PB-11	Shade Tree review dated 12/22/23
PB-11b	Shade Tree review dated 5/13/24
PB-11c	Shade Tree review dated 7/30/24

LEON S. AVAKIAN, INC. *Consulting Engineers*
788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)
PETER R. AVAKIAN, P.E., P.L.S., P.P.
MEHRYAR SHAFAI, P.E., P.P.
GREGORY S. BLASH, P.E., P.P., CPWM
LOUIS J. LOBOSCO, P.E., P.P.
GERALD J. FREDA, , P.E., P.P.
JENNIFER C. BEAHM, P.P., AICP
CHRISTINE L. BELL, P.P., AICP
SAMUEL J. AVAKIAN, P.E., P.L.S., P.P.

December 27, 2023

Millstone Township Planning Board
470 Stage Coach Road
Millstone Township, NJ 08510

Re: Hexa Builders, LLC (P21-05)
711 Perrineville Road
Block 11, Lot 19
Our File: MSPB 21-11

Dear Board Members:

We have received and reviewed the final site plan drawings for the above referenced project and offer the following report:

1. **Documents Submitted:**

   A. Major Site Plan drawings, consisting of thirty one (31) sheets, prepared by Chester DiLorenzo, PE, PP, of Midstate Engineering, Inc., dated March 22, 2021, **last revised October 27, 2023.**

   B. Apartment Building Architectural Plans, consisting of two (2) sheets, prepared by Scott Nicholl, AIA, of Tekton Architecture Studio, LLC, dated July 9, 2021, revised on September 30, 2021. **(Not Changed)**

   C. Townhouse Building Architectural Plans, consisting of two (2) sheets prepared by Scott Nicholl, AIA, of Tekton Architecture Studio, LLC, dated June 22, 2021, and one sheet A1.2 dated May 23, 2022. **(Not Changed)**

   D. "Stormwater Management Report" prepared by Chester DiLorenzo, PE, of Midstate Engineering, Inc., revised on September 26, 2022. **(Not Changed)**

   E. Traffic Impact Analysis, prepared by John H. Rea, PE, and Scott T. Kennel, of McDonough & Rea Associates, Inc., dated November 11, 2021. **(Not Changed)**

F. Environmental Impact Statement which includes T & E threatened & endangered report, prepared by Trident Environmental, dated November 11, 2021, **last revised on February 27, 2023.**

G. Survey of Property, consisting of one (1) sheet, prepared by Chester DiLorenzo, PE, PP, PLS of Midstate Engineering, Inc., dated January 29, 2021, revised on August 9, 2021. **(Not Changed)**

H. One (1) sheet Aerial Map, untitled and undated. **(Not Changed)**

I. Two (2) Soil Testing, "Analytical Report" prepared by Jill Miller of Eurofins, dated April 15, 2022 and May 31, 2022. **(Not Changed)**

J. Soil Sampling Report prepared by John J. Grelis IV, Principal, Grelis Environmental Services, LLC, dated June 17, 2022. **(Not Changed)**

K. Stormwater Management Maintenance manual prepared by Chester DiLorenzo, P.E., dated June 6. 2022. **(Not Changed)**

L. "Phase I Environmental Site Assessment" report prepared by Matt Leatherwood, Environmental Professional, of DuBois & Associates, dated August 10, 2022. **(Not Changed)**

M. "Phase II Site Investigation Report" prepared by DuBois & Associates dated September, 2022. **(Not Changed)**

N. **"Trees w/in LOD 10 IN DBH Location Plan" prepared by Chester DiLorenzo, P.E., P.L.S., dated March 15, 2023.**

2. **Zoning and Project Description**

A. The subject property, 711 Perrineville Road, Block 11, Lot 19 consists of 36 acres located on the north side of Perrineville Road (Mon. Co. Route 1) adjacent to East Windsor Township.

B. The subject property is the subject of a Mt. Laurel Agreement between the Applicant and the Township. The agreement and zoning change of this property permitted a 242-unit development which will yield forty-eight (48) affordable units that will satisfy the Township's affordable housing obligation.

C. The Developer has submitted plans with one hundred seventy (170) units which includes forty-eight (48) needed for Mt. Laurel obligation and one hundred twenty-two (122) townhouses.

D. The subject property was rezoned in 2020 to R-MF Rural Multi-Family Zone. The construction of one hundred seventy (170) townhouses and apartments is a permitted use in this zone.

E. There are no bulk variances noted on the plans and none has been identified by this office.

3. **Review Comments**

A. Some of the revisions from approved preliminary site plan drawings are as follows:

(1) The "Water Supply Service/Maintenance Area" has been relocated to the rear behind bldg. #4. It was previously proposed in the front area behind existing Lot 19.01.

(2) The proposed road "C" which was a through road around buildings 6-8, is now a cul-de-sac.

(3) The buildings 3, 4, 5 & 10 have been moved to new locations.

(4) The number of "stormwater management, (SWM) basins" has been increased form 6 to 8. However the SWM Drainage Report has not been revised to reflect the changes. **Final Drainage Report should be submitted for final review and approvals.**

B. The height of the berm along Perrineville Road equals the building finished floor elevations (±1').

C. The Tree Location Plan does not identify the sizes/types and number of trees affected by this project. (See December 22, 2023 report by the Shade Tree Commission.)

D. The project has been designed based on a delineated wetlands with 50' buffer that will require NJDEP approvals. DEP approved plan should be submitted and noted on the plans.

E. Plans provide eleven (11) Electrical Vehicle Parking Spaces. Four (4) to be installed and seven (7) to be "Make Ready".

All proposed EV parking spaces are in front of or behind Buildings # 4 & 5 (apartments), none shown in townhouse's parking areas.

F. **Architectural drawings to address 3rd floor uses** have not been submitted.

G. The "No Parking Areas" and fire truck turning movements require Fire Department approval.

H. **The new Environmental Impact Statement includes Threatened and Endangered Species Survey.**

I. All wetlands and associated buffer areas are **required to be in a conservation easement, monumented** (35-11-13.3) and dedicated to the Township.

J. Plans indicated an approximate "Limit of Flood Zone Per FEMA Mapping". However, this area has not been studied for flood zone elevation and buffer line.

Ordinance 35-11-9 prohibits construction of detention basins in the floodplain.

4. **Drainage and Stormwater Management Review Comments**

A. The project is proposing to increase the impervious lot coverage from 0.80 Acre to 9.84 Acres.

B. The project is now proposing eight (8) Stormwater Management Areas to comply with the NJDEP BMP Manual, Township Stormwater Management Ordinance 4-14.3

C. The Drainage Report should be revised and resubmitted to satisfy the Ordinance and our previous comments on October 26, 2022.

D. Soil boring indicating seasonal highwater table for the bio retention system should be located on the grading plan to show compliance.

E. The Applicant has provided a stormwater maintenance manual. Within the manual, the following maps (11" x 17") shall be provided:

1) Grading Plan
2) Drainage and Utility Plan
3) Landscape Plan and Details

4) Soil Erosion Seeding Notes
5) Manufacturer Treatment Device Manual for Maintenance
6) Use of fertilizer
7) Vegetation restoration due to soil erosion.

F. As outlined in the Ordinance: Any stormwater management measure authorized under the Municipal Stormwater Management Plan or Ordinance shall be reflected in a deed notice recorded in the Office of the Clerk of the County of Monmouth. The Township will require quarterly reports of drainage maintenance as compliance of this approval and maintenance manual.

5. **Conditions of Approval**

A. NJDEP Wetlands approvals

B. NJDEP buffer averaging and all general permit approvals

C. NJDEP approval of sanitary sewer and water systems

D. Delaware and Raritan Canal Commission approval.

E. Freehold Soil Conservation District

F. Monmouth County Planning Board

G. Millstone Township Tree Removal Permit

H. Millstone Township Fire Department approval, if required.

I. Millstone Township Environmental Commission approval, if required.

J. Millstone Township Shade Tree Commission approval, if required.

K. Historic Commission and post office approvals of new road names and street addresses.

L. Developer's Agreement

M. Posting of Performance Guarantee and Inspection Fees

N. Submission and approval of the final/revised Drainage Report & Stormwater Operation and Maintenance Manual.

O. Homeowner Association By Laws approval by the Township.

P. Filing of conservation and other easements as required.

Please be advised that additional comments may follow upon completion of testimony and/or submission of further revisions by the Applicant. Should you have any questions regarding this matter, please do not hesitate to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.

Matt Shafai, P.E.
Board Engineer

MS:mcs
cc: Michael Steib, Esq., Board Attorney
McKinley Mertz, P.P., Board Planner
John Giunco, Esq., Applicant's Attorney
Chester DiLorenzo, P.E., Applicant's Engineer
Dipal Patel, Hexa Builders
Environmental Commission
Shade Tree Commission
MSPB/21/21-11h

LEON S. AVAKIAN, INC. *Consulting Engineers*
788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)
PETER R. AVAKIAN, P.E., P.L.S., P.P.
MEHRYAR SHAFAI, P.E., P.P.
GREGORY S. BLASH, P.E., P.P., CPWM
GERALD J. FREDA, P.E., P.P.
JENNIFER C. BEAHM, P.P., AICP
CHRISTINE L. BELL, P.P., AICP
SAMUEL J. AVAKIAN, P.E., P.L.S., P.P.

June 3, 2024

Millstone Township Planning Board
470 Stage Coach Road
Millstone Township, NJ 08510

Re: Hexa Builders, LLC (P21-05)
711 Perrineville Road
Block 11, Lot 19
Our File: MSPB 21-11

Dear Board Members:

We have received and reviewed the latest site plan drawings for the above referenced project and offer the following report:

1. **Documents Submitted:**

   A. Major Site Plan drawings, consisting of **thirty seven (37)** sheets, prepared by Chester DiLorenzo, PE, PP, of Midstate Engineering, Inc., dated March 22, 2021, **last revised on February 28, 2024.**

   B. Apartment Building Architectural Plans, consisting of two (2) sheets, prepared by Scott Nicholl, AIA, of Tekton Architecture Studio, LLC, dated July 9, 2021, **revised on January 10, 2023.**

   C. Townhouse Building Architectural Plans, consisting of two (2) sheets prepared by Scott Nicholl, AIA, of Tekton Architecture Studio, LLC, dated June 22, 2021, **revised on January 12, 2023.**

   D. "Stormwater Management Report" prepared by Chester DiLorenzo, PE, of Midstate Engineering, Inc., **last revised on October 20, 2023.**

   E. Traffic Impact Analysis, prepared by John H. Rea, PE, and Scott T. Kennel, of McDonough & Rea Associates, Inc., dated November 11, 2021.

   F. Environmental Impact Statement which includes T & E threatened & endangered report, prepared by Trident Environmental, dated November 11, 2021, last revised on February 27, 2023.

G. Threatened and Endangered Species Report prepared by EcoISciences, Inc., dated **February 23, 2023.**

H. 2024 Bald Eagle Assessment Report prepared by Danel Brill, Sr., Env. Scientist, o EcoISciences, Inc., **dated January 9, 2024.**

I. Survey of Property, consisting of one (1) sheet, prepared by Chester DiLorenzo, PE, PP, PLS of Midstate Engineering, Inc., dated January 29, 2021, revised on August 9, 2021.

J. One (1) sheet Aerial Map, untitled and undated.

K. Two (2) Soil Testing, "Analytical Report" prepared by Jill Miller of Eurofins, dated April 15, 2022 and May 31, 2022. **(Not Changed)**

L. Soil Sampling Report prepared by John J. Grelis IV, Principal, Grelis Environmental Services, LLC, dated June 17, 2022. **(Not Changed)**

M. Stormwater Management Maintenance manual prepared by Chester DiLorenzo, P.E., dated June 6. 2022. **(Not Changed)**

N. "Phase I Environmental Site Assessment" report prepared by Matt Leatherwood, Environmental Professional, of DuBois & Associates, dated August 10, 2022. **(Not Changed)**

O. "Phase II Site Investigation Report" prepared by DuBois & Associates dated September, 2022. **(Not Changed)**

2. **Zoning and Project Description**

A. The subject property, 711 Perrineville Road, Block 11, Lot 19 consists of 36 acres located on the north side of Perrineville Road (Mon. Co. Route 1) adjacent to East Windsor Township.

B. The subject property is the subject of a Mt. Laurel Agreement between the Applicant and the Township. The agreement and zoning change of this property permitted a 242-unit development which will yield forty-eight (48) affordable units that will satisfy the Township's affordable housing obligation.

C. The Developer has submitted plans with one hundred seventy (170) units which includes forty-eight (48) needed for Mt. Laurel obligation and one hundred twenty-two (122) townhouses.

D. The subject property was rezoned in 2020 to R-MF Rural Multi-Family Zone. The construction of one hundred seventy (170) townhouses and apartments is a permitted use in this zone.

E. There are no bulk variances noted on the plans and none has been identified by this office.

3. **Review Comments**

A. The "Water Supply Service/Maintenance Area" has been relocated slightly in the rear behind bldg. #5.

B. The location of two (2) apartment buildings and parking lots have been redesigned.

C. There are changes to the locations and sizes of townhouse buildings in the rear.

D. The road "C" cul-de-sac is a thru road again.

E. 3 or 4 stormwater management areas have been relocated and re-designed.

F. The height of the "berm" along Perrineville Road has been raised to ± 3' above the building's finished floor elevation.

G. The Tree Location Plan sheet 34 of 37 is now identifying 15 trees with sizes and types, however there appears to be additional trees that have not been identified on this plan.

H. The project has been designed based on a delineated wetlands with 50' buffer that has NJDEP approvals. DEP approved plan should be submitted.

I. The plans still provide eleven (11) Electrical Vehicle Parking Spaces. Four (4) to be installed and seven (7) to be "Make Ready".

All proposed EV parking spaces are in front of or behind Buildings # 4 & 5 (apartments), none shown in townhouse's parking areas.

J. **Townhouse Architectural drawing has removed the bathrooms in the attic.**

K. The "No Parking Areas" and fire truck turning movements require Fire Department approval.

L. All wetlands and associated buffer areas are **proposed to be in a conservation easement,** (35-11-13.3) and dedicated to the Township. Easement markers are shown on the plans.

M. Plan indicates a "100-Year FEMA Flood Line" per backwater study. The elevation and study have not been submitted.

Ordinance 35-11-9 prohibits construction of detention basins in the floodplain. The "100-Year Flood Line" is going thru detention basin #8.

N. **The Drainage Report dated October 20, 2023, should be revised and resubmitted per latest plans and design.**

O. Soil borings indicate seasonal highwater is 3' or more below the basin's invert elevations.

P. The Applicant has provided a stormwater maintenance manual. Within the manual, the following maps (11" x 17") shall be provided:

1) Grading Plan
2) Drainage and Utility Plan
3) Landscape Plan and Details
4) Soil Erosion Seeding Notes
5) Manufacturer Treatment Device Manual for Maintenance
6) Use of fertilizer
7) Vegetation restoration due to soil erosion.

Q. As outlined in the Ordinance: Any stormwater management measure authorized under the Municipal Stormwater Management Plan or Ordinance shall be reflected in a deed notice recorded in the Office of the Clerk of the County of Monmouth. The Township will require quarterly reports of drainage maintenance as compliance of this approval and maintenance manual.

4. **Conditions of Approval**

A. NJDEP Wetlands approved stamped plan.

B. NJDEP buffer averaging and all general permit approvals

C. NJDEP approval of sanitary sewer and water systems

D. Delaware and Raritan Canal Commission approval.

E. Freehold Soil Conservation District

F. Monmouth County Planning Board

G. Millstone Township Tree Removal Permit

H. Millstone Township Fire Department approval, if required.

I. Millstone Township Environmental Commission approval, if required.

J. Millstone Township Shade Tree Commission approval, if required.

K. Historic Commission and post office approvals of new road names and street addresses.

L. Developer's Agreement

M. Posting of Performance Guarantee and Inspection Fees

N. Submission and approval of the final/revised Drainage Report & Stormwater Operation and Maintenance Manual.

O. Homeowner Association By Laws approval by the Township.

P. Filing of conservation and other easements as required.

Please be advised that additional comments may follow upon completion of testimony and/or submission of further revisions by the Applicant. Should you have any questions regarding this matter, please do not hesitate to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.

Matt Shafai, P.E.
Board Engineer

MS:mcs
cc: Michael Steib, Esq., Board Attorney
McKinley Mertz, P.P., Board Planner
John Giunco, Esq., Applicant's Attorney
Chester DiLorenzo, P.E., Applicant's Engineer
Dipal Patel, Hexa Builders
Environmental Commission
Shade Tree Commission
MSPB/21/21-11h

LEON S. AVAKIAN, INC. *Consulting Engineers*
788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)
PETER R. AVAKIAN, P.E., P.L.S., P.P.
MEHRYAR SHAFAI, P.E., P.P.
GREGORY S. BLASH, P.E., P.P., CPWM
GERALD J. FREDA, P.E., P.P.
JENNIFER C. BEAHM, P.P., AICP
CHRISTINE L. BELL, P.P., AICP
SAMUEL J. AVAKIAN, P.E., P.L.S., P.P.
NICHOLAS MATERA, P.E.

January 2, 2025

Millstone Township Planning Board
470 Stage Coach Road
Millstone Township, NJ 08510

Re: Hexa Builders, LLC (P21-05)
711 Perrineville Road
Block 11, Lot 19
Our File: MSPB 21-11

Dear Board Members:

We have received and reviewed the new submission for Final Site Plan Approvals for the above referenced project and offer the following report:

1. **New Documents Submitted:**

   A. Major Site Plan drawings, consisting of **thirty eight (38)** sheets, prepared by Chester DiLorenzo, PE, PP, of Midstate Engineering, Inc., dated March 22, 2021, **last revised on November 22, 2024.**

   B. Apartment Building Architectural Plans, consisting of two (2) sheets, prepared by Scott Nicholl, AIA, of Tekton Architecture Studio, LLC, dated July 9, 2021 and June 22, 2021, last **revised on September 6, 2024.**

   C. "Stormwater Management Report" prepared by Chester DiLorenzo, PE, of Midstate Engineering, Inc., **last revised on November 11, 2024.**

   D. "Soil Investigation Report" prepared by Chester DiLorenzo, P.E., undated.

   E. "Backwater Study for Rocky Brook" prepared by Chester DiLorenzo, P.E., dated November 4, 2024.

   F. Stormwater Management Maintenance manual prepared by Chester DiLorenzo, P.E., undated.

2. **Review Comments**

A. The new submitted plans still propose one hundred seventy (170) units which include forty-eight (48) needed for Mt. Laurel obligation and one hundred twenty-two (122) townhouses.

B. The DEP stamped & approved wetlands map has been provided.

C. The 100-year FEMA flood line has been updated based on a new calculation, pending approvals form D&RCC and NJDEP.

D. The proposed stormwater management basin area #8, in the rear, has been re-designed to be outside of the flood line.

E. The new plans provide landscaping within all detention basins.

F. The plans show fire truck turning movements in the back.

G. There are no cul-de-sac/dead end roads.

H. The berm in front has been raised to be above the townhomes floor elevations with additional landscaping/buffer.

I. The Architectural Plans address "storage only" use in the apartments, no additional bedrooms in the upper-level attic, loft areas in the townhouse units and fire sprinkler requirements.

J. The "Water Supply Service/Maintenance Area" is located in the rear behind bldg.. #5.

K. The plans still provide eleven (11) electrical vehicle parking spaces. Four (4) to be installed and seven (7) to be "make ready" within the parking lot for proposed apartments.

L. The newly submitted "Soil Investigation Report" should be dated and it should reference and include a map indicating the locations of the soil borings.

M. The newly submitted "Stormwater Management Maintenance Manual" should be dated and it should reference and include a map showing the overall site plan.

N. All wetlands and associated buffer areas are **proposed to be in a conservation easement,** (35-11-13.3) and dedicated to the Township. Easement markers are shown on the plans.

O. New drainage design and reports are still under review.

3. **Conditions of Approval**

A. NJDEP Wetlands approved stamped plan Received on 12/18/24

B. NJDEP buffer averaging and all general permit approvals

C. NJDEP approval of sanitary sewer and water systems

D. Delaware and Raritan Canal Commission

E. Freehold Soil Conservation District Approved on 12/6/24

F. Monmouth County Planning Board, last action date, 12/9/2024 / Not approved yet

G. Millstone Township Tree Removal Permit

H. Millstone Township Fire Department approval, if required.

I. Millstone Township Environmental Commission approval, if required.

J. Millstone Township Shade Tree Commission approval, if required.

K. Historic Commission and post office approvals of new road names and street addresses.

L. Developer's Agreement

M. Posting of Performance Guarantee and Inspection Fees

N. Filing of Stormwater Operation and Maintenance Manual.

O. Final review and approval of Stormwater Management System

P. Homeowner Association By Laws approval by the Township.

Q. Filing of conservation, landscaping maintenance and other easements as required.

Please be advised that additional comments may follow upon completion of testimony and/or submission of further revisions by the Applicant.

Should you have any questions regarding this matter, please do not hesitate to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.

Matt Shafai, P.E.
Board Engineer

MS:mcs
cc: Michael Steib, Esq., Board Attorney
McKinley Mertz, P.P., Board Planner
John Giunco, Esq., Applicant's Attorney
Chester DiLorenzo, P.E., Applicant's Engineer
Dipal Patel, Hexa Builders
Environmental Commission
Shade Tree Commission
MSPB/21/21-11i

HGA
HEYER, GRUEL & ASSOCIATES
COMMUNITY PLANNING CONSULTANTS

Memorandum

TO: Millstone Township Planning Board

FROM: McKinley Mertz, PP, AICP, LEED Green Associate

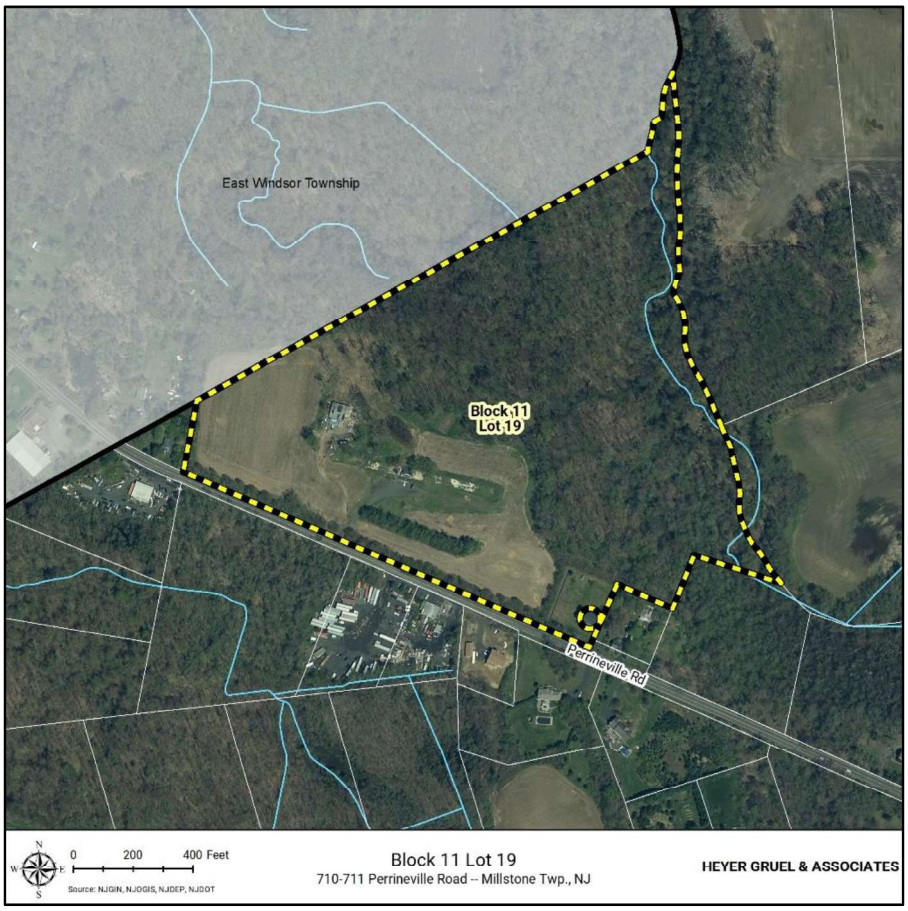
RE: Hexa Builders, LLC
710 & 711 Perrineville Road
Block 9 Lot 7 & Block 11 Lot 19
Final Major Site Plan

DATE: January 2, 2024

As requested, we have reviewed the following application materials:

- Township of Millstone Land Development Application for Final Major Site Plan, dated November 1, 2023;
- 3-page correspondence from Chester Di Lorenzo, PE & LS of Midstate Engineering Inc., dated October 18, 2023;
- 1-sheet Basin Model, dated October 4, 2022;
- 15-sheet Threatened and Endangered Species Survey Data Sheet, Appendix E from the Millstone Township Land Use Ordinance;
- Stormwater Management Maintenance Manual, prepared by Chester Di Lorenze, PE & LS, dated June 6, 2022;
- Environmental Impact Statement, prepared by Trident Environmental, dated November 11, 2021, revised February 27, 2023;
- Stormwater Management Report, prepared by Chester Di Lorenzo, PE & LA, dated September 26, 2022;
- 2-sheet set Soil Logs and Soil Sample Location Map, prepared by Chester Di Lorenzo, PE & LS of Midstate Engineering Inc., dated July 7, 2021, revised through October 27, 2023;
- 5-sheet set Drainage Area Maps, prepared by Chester Di Lorenzo, PE & LS of Midstate Engineering Inc., dated March 22, 2021, revised through June 6, 2022;
- 1-sheet set Tree Location Plan, prepared by Chester Di Lorenzo, PE & LS of Midstate Engineering Inc., dated March 15, 2023;
- 2-sheet set Proposed Apartment Building architectural plans, prepared by Tekton Architecture Studio LLC, dated July 9, 2021, revised through January 10, 2023;
- 2-sheet set Proposed Townhouse Unit Plan Options architectural plans, prepared by Tekton Architecture Studio LLC, dated June 22, 2021, revised through January 12, 2023
- 31-sheet set Major Site Plan, prepared by Chester Di Lorenzo, PE & LS of Midstate Engineering Inc., dated March 22, 2021, revised through October 27, 2023;
- Resolution of the Planning Board of the Township of Millstone approving Preliminary Major Site Plan Approval of subject property, memorialized January 11, 2023;
- Millstone Township Shade Tree Commission review letter, dated December 22, 2023; and
- Millstone Township Environmental Commission review letter, dated January 2, 2024.

Aerial Map of Subject Property



Project Description and Status

The subject property received Preliminary Major Site Plan approval from the Township's Planning Board in January 2023 to construct 122 market-rate townhouses and 48 affordable multifamily units. The development is a component of the Township's Third Round affordable housing compliance mechanisms, which were approved by the Court in the Final Judgement of Compliance and Repose, dated April 27, 2020.

While the application was originally submitted for Preliminary and Final Maor Site Plan, the Planning Board determined the applicant had submitted information reasonably necessary to make an informed decision as to whether the requirements for *preliminary* site plan approval had been met but there was not adequate information to determine for final major site plan approval. This was determined based on potential changes to wetland buffers, flood hazard areas, endangered species reviews, and other outstanding governmental approvals that may impact the final design.

Final Site Plan MLUL Requirements

We note that pursuant to the Municipal Land Use Law (N.J.S.A. 40:55D-50) "the Planning Board shall grant final approval if the detailed drawings, specifications, and estimates of the application for final approval conform to the standards established by ordinance for final approval [and] the conditions of preliminary approval…"

Changes from Preliminary Site Plan

The following list identify changes in the site plan design from the approved Preliminary Site Plan:

- Building 3 has been relocated to the western edge of the site.
- A cul-de-sac and stormwater management area #7 are now located north of Building 6.
    - (Proposed Road 'C' used to be a through road; it is now a cul-de-sac).
- Buildings 4 and 5 (the multifamily buildings) have shifted west and their parking areas have been reconfigured.
- Building 10 reduced from 3 townhouse units to 2, while Building 3 has increased from 4 townhouse units to 5.
- The locations of several stormwater management basins have changed.

Zoning

- The application continues to propose a permitted townhouse / multi-family development.
- None of the previously approved min / max bulk measurements have changed – the Final Major Site Plan application does not trigger any new bulk variance or waiver relief.

Planning Comments

We note the applicant has submitted additional documentation and information in response to the 18 General Conditions and 24 Special Conditions of the Resolution granting Preliminary Major Site Plan approval. We note that the conditions of Preliminary Major Site Plan approval continue to apply should Final Site Plan approval be granted.

1. The applicant shall provide general testimony to all changes from the previous plans and shall testify to the applicant's ability to comply with all conditions, including the status of any outstanding conditions.
2. The applicant shall provide testimony regarding the status of all outside agency approvals.
3. The applicant has provided the tree survey pursuant to Special Condition #1 of the Resolution; however, the Shade Tree Commission in their December 22, 2023 letter requests additional

details and information regarding the location of the trees with a 10" DBH. The applicant shall supply this information as a condition of any Final Major Site Plan approval.

4. The Shade Tree Commission in their December 22, 2023 letter requests additional plantings be provided in basins 2, 5, 6, and 7 in accordance with Ordinance Section 35-11-14.5 "Stormwater Management Areas." The applicant shall submit this information as a condition of any Final Major Site Plan approval or seek additional waiver relief.
5. The Shade Tree Commission in their December 22, 2023 letter requests an alternative to arborvitae be planted around the trash enclosures. The applicant shall agree to this request as a condition of any Final Major Site Plan approval.
6. In the letter from Midstate Engineering, Inc. (dated October 18 and received by the Township on October 31, 2023), page 3 notes "the landscaping along Perrineville Road has been enhanced as requested by both height and density…" However, the landscaping schedule on page 12 of 23 of the site plan drawings does not indicate any change in the amount of landscaping from the approved preliminary site plan. The applicant shall confirm where the density has increased and adjust the chart accordingly.
7. The applicant shall provide testimony regarding the two comments from the Environmental Commission in their January 2, 2024 letter.
8. We note the applicant has submitted revised architectural plans that include communal laundry facilities for the multifamily apartment buildings.
9. We note the applicant has submitted revised architectural plans that identify there will be no bathrooms on the third floor of the townhouse units.
10. It is our understanding that the applicant intends to submit the proposed HOA bylaws. Applicant shall confirm the status of this submission.
11. We defer comment to the Board Engineer regarding the proposed cul-de-sac's compliance with the Residential Site Improvement Standards.
    a. Applicant shall confirm if they have submitted this revised roadway configuration to the Fire Department for their review.
12. Special Condition #18 requires the applicant to confirm the location of all electric and gas panels and ensure such panels are adequately screened. The applicant shall provide testimony to this condition.

13. All wetland and associated buffer areas shall be placed in a conservation easement and dedicated to the Township, pursuant to Ordinance Section 35-11-13. This shall be a condition of any Final Major Site Plan approval.
14. We defer to the Board Engineer regarding stormwater, floodways, and drainage.

Should you have any questions regarding the above memo, please do not hesitate to contact our office.

HGA
HEYER, GRUEL & ASSOCIATES
COMMUNITY PLANNING CONSULTANTS

Memorandum

TO: Millstone Township Planning Board

FROM: McKinley Mertz, PP, AICP, LEED Green Associate

RE: Hexa Builders, LLC
710 & 711 Perrineville Road
Block 9 Lot 7 & Block 11 Lot 19
Final Major Site Plan

DATE: June 6, 2024 – *2nd Memo, revised*

This is the second memo we have prepared in association with the applicant's application for Final Major Site Plan. For additional information, see our previous memo, dated January 2, 2024. As requested, we have reviewed the following revised/resubmitted application materials:

- 2-page letter prepared by John A. Giunco, Esq., of Giordano, Halleran & Ciesla, P.C., dated March 1, 2024;
- Draft By-Laws of Millstone Townhomes Condominium Association, Inc., undated;
- Freshwater Wetland Delineation Report, prepared by DuBois & Associates, dated November 18, 2021;
- Draft Master Deed for the Millstone Townhomes, undated;
- Draft Purchase Agreement, undated;
- 37-sheet Major Site Plan drawings, prepared by Chester Di Lorenze, PE & LS of Midstate Engineering Inc., dated March 21, 2021, revised through February 28, 2024;
- Stormwater Management Maintenance Manual, prepared by Chester Di Lorenze, PE & LS of Midstate Engineering Inc., dated June 6, 2022; and
- Stormwater Management Report, prepared by Chester Di Lorenze, PE & LS of Midstate Engineering Inc., dated June 6, 2022, revised through October 27, 2023.

Project Description

For additional information regarding the property, its history of approvals, and the project description, see our memo dated January 2, 2024.

Final Site Plan MLUL Requirements

We note that pursuant to the Municipal Land Use Law (N.J.S.A. 40:55D-50) "the Planning Board shall grant final approval if the detailed drawings, specifications, and estimates of the application for final approval conform to the standards established by ordinance for final approval [and] the conditions of preliminary approval…"

Changes from Previously Reviewed Site Plans

The following list identify changes in the site plan design from the set of site plans (revision date 10/27/23) reviewed in our January 2, 2024 memo:

- Several buildings have shifted in size and location, although the overall unit count has not changed. Most notably, the entire layout of the site dedicated to the affordable units has been reconfigured and reoriented.
- The "Road C" cul-de-sac previously located near stormwater management area #7 has now been removed and there is free flowing circulation between "Road C" and the surface parking associated with the multifamily buildings.
- Stormwater management areas have been adjusted.
- Landscaping and lighting on site have been revised in association with the proposed layout changes.
    - The number of deciduous trees has reduced from 530 to 413 plantings.
    - The number of evergreen trees has reduced from 423 to 400 plantings.
    - The number of shrubs has reduced from 2,000 to 1,918 plantings.
- The number of trash enclosures at the affordable multifamily buildings has reduced from two enclosures to one.

Zoning

- The application continues to propose a permitted townhouse / multi-family development.
- None of the previously approved min / max bulk measurements have changed – the Final Major Site Plan application does not trigger any new bulk variance or waiver relief.

Planning Comments

We note the applicant has submitted additional documentation and information in response to the 18 General Conditions and 24 Special Conditions of the Resolution granting Preliminary Major Site Plan approval. We note that the conditions of Preliminary Major Site Plan approval continue to apply should Final Site Plan approval be granted.

1. The applicant shall provide general testimony to all changes from the previous plans and shall testify to the applicant's ability to comply with all conditions, including the status of any outstanding conditions.
2. We note that the proposed change to the site circulation that eliminated the cul-de-sac is preferable to the previously proposed dead-end cul-de-sac.

3. The applicant shall provide testimony regarding the status of all outside agency approvals. At the January hearing, there were several approvals from agencies such as the NJDEP that the applicant had not yet received.

4. Shade Tree Commission Requirements:

    a. The applicant has provided the tree survey pursuant to Special Condition #1 of the Resolution; however, the Shade Tree Commission in their December 22, 2023 letter requests additional details and information regarding the location of the trees with a 10" DBH. The applicant shall supply this information as a condition of any Final Major Site Plan approval.

        Status: the applicant submitted on page 34 of 37 of the Site Plan an Existing Tree Location Plan, for trees with a 10" DHB or greater. However, there are several trees on this plan that have not been identified that appear similar in size to those that are noted as being 10" DHB or greater.

    b. The Shade Tree Commission in their December 22, 2023 letter requests additional plantings be provided in basins 2, 5, 6, and 7 in accordance with Ordinance Section 35-11-14.5 "Stormwater Management Areas." The applicant shall submit this information as a condition of any Final Major Site Plan approval or seek additional waiver relief.

        Status: At the January 10, 2024 hearing, the applicant noted that they would work with the Shade Tree Commission on this request. The applicant shall provide testimony regarding the status of this.

    c. The Shade Tree Commission in their December 22, 2023 letter requests an alternative to arborvitae be planted around the trash enclosures. The applicant shall agree to this request as a condition of any Final Major Site Plan approval.

        Status: The revised landscape plans identify 8 Blue Point Junipers around the trash enclosure near Building 6. This condition has been **satisfied.**

5. In the letter from Midstate Engineering, Inc. (dated October 18 and received by the Township on October 31, 2023), page 3 notes "the landscaping along Perrineville Road has been enhanced as requested by both height and density…" At the time of the January 10, 2024 hearing, this change was not visible on the plans. The applicant's engineer noted that they would review and update the landscaping chart. The engineer also noted that the berm would be increasing to be 3 feet above finished floor (page 65 lines 1 through 4 of the transcript).

Status: the applicant shall provide a status update on this item, confirming whether the plantings along Perrineville Road have changed as they do not appear to.

The height of the berm has been increased to +/- 3 feet above the buildings' finished floor elevation. We defer further comment to the Board Engineer.

6. The applicant shall provide testimony regarding the reduction of trash enclosures for the affordable multifamily buildings from two enclosures to one. The applicant shall confirm if the one enclosure will be sufficient and if it will include both trash and recycling receptacles.
7. The applicant shall provide testimony regarding the two comments from the Environmental Commission in their January 2, 2024 letter.
    a. Status: The applicant submitted a Bald Eagle Assessment, dated January 9, 2024 and identified as Exhibit A-78. This requirement has been satisfied.
8. Special Condition #18 requires the applicant to confirm the location of all electric and gas panels and ensure such panels are adequately screened. The applicant shall provide testimony to this condition.
9. We note there had been previous discussions regarding the proposed laundry facilities for the multifamily affordable units which have gone unresolved. We recommend 3 washers / 3 dryers per 12 residential units. Amended floor plans shall be provided as part of resolution compliance.
10. All wetland and associated buffer areas shall be placed in a conservation easement and dedicated to the Township, pursuant to Ordinance Section 35-11-13. This shall be a condition of any Final Major Site Plan approval.
11. We defer to the Board Engineer regarding stormwater, floodways, and drainage.

Should you have any questions regarding the above memo, please do not hesitate to contact our office.

MILLSTONE TOWNSHIP ENVIRONMENTAL COMMISSION
470 Stage Coach Road
Millstone Township, NJ 08510
609-259-4341
Mariannehy@gmail.com

January 2, 2024

TO: Millstone Township Planning Board

RE: **Hexa Builders, LLC (P21-05)**
711 Perrineville Road
Block 11, Lot 9

The site plans for Hexa Builders, LLC dated 10/27/23 have been revised and submitted for review. The Environmental Commission has the following comments to the submission.

1) The plan relies on eight infiltration basins to control storm water runoff quality and quantity. As part of the NJ Stormwater BMP Practice Manual soil testing for infiltration BMPs is required within the infiltration area not including the slope, side or wall areas of the infiltration area. The plans do not provide the required soil testing for the identified BMP areas.
2) The Threatened and Endangered Species survey identified and reported the presence of an immature eagle overflying the site at the time of the survey. Although the area is not identified as a prime breeding or foraging location, the area is uniquely situated between two known foraging areas located within 1 mile to the north and 1 mile to the south of the proposed development site. A known documented nest is also identified in the report to be located ~1.9 miles to the north of the site. Due to the fact that a sighting was made on the site at the time of the survey, it can be concluded that the area is providing some benefit to the eagle species either as a corridor, resting habitat or wintering roost habitat that may be supported by waterfowl within the Rocky Brook, or other small mammals located in nearby and adjacent farmlands, as well as the availability of mature forested areas. The commission believes that additional investigation of the neighboring adjacent lots is warranted to further characterize the area and determine the presence or lack of a nesting site within a 500m disturbance zone from the development site, as suggested by the referenced survey protocol.

Sincerely,
Millstone Township Environmental Commission

MILLSTONE TOWNSHIP ENVIRONMENTAL COMMISSION
470 Stage Coach Road
Millstone Township, NJ 08510
609-259-4341
Mariannehy@gmail.com

May 23, 2024

TO: Millstone Township Planning Board

RE: **Hexa Builders, LLC (P21-05), Revised**
711 Perrineville Road
Block 11, Lot 9

The Environmental Commission has reviewed the information requested during the Environmental Commission meeting held on April 4, 2024, and has the following comment.

The information that was described during the meeting, Soil Logs, which has been provided as electronic copies, do not provide the soil permeability values as requested during the meeting. The permeability values (hydraulic conductivity) are key data required for infiltration basin design and are to be used as reference data to ensure proper construction and are to be included in the site BMP maintenance manual as a guide to monitor the future effectiveness of the basins by the owner.

The referenced soil logs provide “Soil Permeability Class Rating (Based upon average textural analysis of this replicate and other replicate samples)”. This information does not provide the actual permeability values determined nor does it define one of the acceptable methods that are permitted to be used to determine the values. As noted in chapter 12 of the NJ Stormwater BMP manual, permeability values are used to classify the soil, but the classification cannot be used to define the permeability. The NJ Stormwater BMP manual does require a permeability test measurement to be done using an acceptable test method for each of the infiltration basins.

The actual measured infiltration or permeability test results, reported in inches per hour, using an approved test method, for each of the proposed infiltration basins should be provided.

Sincerely,
Millstone Township Environmental Commission

MILLSTONE TOWNSHIP ENVIRONMENTAL COMMISSION
470 Stage Coach Road
Millstone Township, NJ 08510
609-259-4341
Mariannehy@gmail.com

January 2, 2025

TO: Millstone Township Planning Board

RE: **Hexa Builders, LLC (P21-05), Revised**
711 Perrineville Road
Block 11, Lot 9

The Environmental Commission has reviewed the submittal information provided December 17, 2024, regarding the above referenced application. The Environmental Commission has the following comments specific to the Stormwater Management Maintenance Manual.

1) For each BMP a section identifying the Drain Time should be included within the Basic Design Information of the Maintenance Manual. The curve describing the projected Elevation vs. Drain Time for each BMP, found in Appendix E of the Stormwater Management Report, should be included directly within the maintenance manual and made readily available to the maintenance crew, the inspector, and the responsible person for comparison and guidance during inspections. Deviation from the projected drain times shown on the curve will serve as an early warning and identify basin degradation early on as part of the routine inspections. In accordance with the NJ Stormwater Best Management Practices Manual, the following points regarding drain time should also be addressed as part the regular maintenance and inspection of each BMP.

Drain Time

- The basin must be inspected at least twice annually to determine if the permeability of the basin has decreased.
- The design drain time for the maximum design storm runoff volume must be indicated in the maintenance manual.
- If the actual drain time is longer than the design drain time, the components must be evaluated and appropriate measures taken to return the small-scale infiltration basin to the original tested as-built condition.
- If the small-scale infiltration basin fails to drain the WQDS within 72 hours, corrective action must be taken and the maintenance manual revised accordingly to prevent similar failures in the future. Note that annual tilling of the sand layer, using lightweight equipment, may assist in maintaining the infiltration capacity of a surface type system by breaking up clogged surfaces.

2) NJ Stormwater BMP Manual recommends that the 72 hour drain time be reduced to 24 hours as the maximum drain time for infiltration basins that have access to pedestrian traffic. Due to the proximity of basins SWM #1

- #7 directly bordering adjacent parking areas and home owner properties, it is suggested that the 72 maximum drain time be replaced with a 24 hour drain time as the maximum drain time and indication of basin failure or the need for added monitoring and/or corrective action.

- Small-scale infiltration basins are intended to be free of standing water between storm events in order to allow for sufficient storage for the next rain event; therefore, the drain time for standing water present on the surface of the basin bottom or in the overflow structure must not exceed 72 hours after any rain event. Storage times in excess of 72 hours may render a small-scale infiltration basin ineffective and may result in anaerobic conditions, odor, and both stormwater quality and mosquito breeding issues. If the small-scale infiltration basin is installed in an area subject to pedestrian traffic, such as sidewalk or pedestrian accessible area in parking lot, the drain time should be reduced to 24 hours.

3) The submittal date of April 1 of each year of the maintenance logs should be confirmed with the Township and Township Engineer.

4) The maintenance manual does not address time intervals for the check list items. At a minimum the check list item frequencies should be consistent with the recommendations of the NJ Stormwater BMP Manual.

Sincerely,
Millstone Township Environmental Commission

MILLSTONE TOWNSHIP SHADE TREE COMMISSION
470 Stage Coach Road
Millstone Township, NJ 08510

December 22, 2023

Millstone Township Planning Board
470 Stage Coach Road
Millstone, NJ 08510

Re: Hexa Builders (P21-05)
711 Perrineville Road
Block 11, Lot 19
Millstone Township, New Jersey

Dear Board Members:

The Millstone Township Shade Tree Commission has reviewed the plan entitled, "Major Site Plan" Block 11, Lot 19, prepared by Midstate Engineering Inc. dated 3/22/21, last revised on 10/27/23 sheets 1-31 and the plan entitled "Trees W/In LOD 10 IN DBH Location Plan" prepared by Midstate Engineering, Inc. dated 3/15/23. We recommend the following:

Tree Location Plan

1. The Tree Location Plan is incomplete. The plan identifies circles throughout the limit of disturbance which the STC has assumed is the location of trees with a 10" DBH or greater; however, the plan does not have an accompanying legend. Additionally, there are no details included. The Tree Location Plan should be revised to include a legend and to include details about the trees located including: species, diameter and condition of all trees with a DBH of 10" or greater on the site in accordance with section 35-11-25.3 of the Land Use Ordinance.

Landscaping Plan (Sheets 9-12 of 31)

1. There is no landscaping proposed around basins 2, 5, 6 & 7. The Landscaping Plan should be revised to include landscaping of these basins in accordance with section 35-11-14.5 of the Land Use Ordinance.

2. Arborvitae is proposed around the trash enclosures. We recommend that a more deer resistant species be utilized.

Sincerely,

Millstone Shade Tree Commission

LR

cc: Matt Shafai, P.E., Board Engineer
Danielle Sims, Planning Board Secretary
Hexa Builders, LLC
Chet DiLorenzo, P.E., Midstate Engineering, Inc.
John A. Giunco, Esq.

KEVIN L. SCIBILIA
FORESTRY CONSULTING LLC
184 Sharon Road, Robbinsville, NJ 08691
kstreeexpert@gmail.com | (609) 815-1099

May 13, 2024

Millstone Township Planning Board
470 Stage Coach Road
Millstone, NJ 08510

Re: Hexa Builders (P21-05)
711 Perrineville Road
Block 11, Lot 19
Millstone Township, New Jersey

I attended the Millstone Township Shade Tree Commission Meeting on May 8, 2024 to review the plan entitled "Major Site Plan" Block 11, Lot 19, prepared by Midstate Engineering Inc. dated 3/22/21, last revised 4/15/24, sheets 1-37. I was provided only sheets 9-13 and 34 at the meeting and I am continuing the review previously conducted by Lisa Rosati of Tupelo Tree Experts LLC.

In the letter dated October 25, 2022 from the Shade Tree Commission to the Planning Board:

Existing Conditions Plan Sheet

Request for location, species diameter and condition of all trees with a DBH of 10" or greater on the site. The applicant has requested a waiver from the Board.

Sheet detailing this request has not been provided (presumed to be sheet 37 of 37).

Landscaping Plan (sheets 9-12)

Proposed basin trees are spaced 12-14 feet on center. This is too close for proper growth. Spacing of 25 feet is still recommended while retaining the same number and species.

Additional Recommendations:

There is an error in the coding of the shrubs (DR) in the basins. DR is supposed to be dawn redwood according to the landscaping schedule but there are many more DR in the basins than noted in the schedule and they are placed far too close together to actually be dawn redwood.

All evergreen tree plantings should be spaced at least 16 feet on center when used as a screen for Perrineville Road, Lot 15, and for basins. Where two rows of evergreens are proposed, the rows should be staggered. This will most likely reduce the number of evergreen trees in the berm and along the basins.

The red maple plantings on the interior row of the berm along Perrineville Road, and Lot 15, should be staggered from the deciduous trees in the exterior row for a minimum of 25 feet of separation.

Sweetgum trees on the site will produce copious and persistent ball shaped fruits that can be problematic for maintenance of lawn areas. Fruitless varieties such as “Rotundiloba” should be used.

Plantings within basins should be mulched with rock over landscape fabric to prevent wood or bark mulch from floating away during intense rainfall events when the basin(s) fill(s) to capacity.

During the shade tree meeting we discussed placing different species adjacent to oak trees along the streets mostly for size considerations and room to grow. Upon further review, with the trees being spaced at least 45 feet apart, the variation of species would be an aesthetic preference rather than a recommendation.

Respectfully submitted,

Kevin Scibilia
NJ Licensed Tree Expert #279
609-815-1099

MILLSTONE TOWNSHIP SHADE TREE COMMISSIION
470 Stage Coach Road
Millstone Township, New Jersey 08510
Mariannehy@gmail.com

May 13, 2024

Millstone Township Planning Board
470 Stage Coach Road
Millstone, NJ 08510

Re: **Hexa Builders (P21-05)**
711 Perrineville Road
Block 11, Lot 19
Millstone Township, New Jersey

I attended the Millstone Township Shade Tree Commission Meeting on May 8, 2024, to review the plan entitled “Major Site Plan” Block 11, Lot 19, prepared by Midstate Engineering Inc. dated 3/22/21, last revised 4/15/24, sheets 1-37. I was provided only sheets 9-13 and 34 at the meeting and I am continuing the review previously conducted by Lisa Rosati of Tupelo Tree Experts LLC.

In the letter dated October 25, 2022, from the Shade Tree Commission to the Planning Board:

Existing Conditions Plan Sheet

Request for location, species diameter and condition of all trees with a DBH of 10” or greater on the site. The applicant has requested a waiver from the Board.

Sheet detailing this request has not been provided (presumed to be sheet 37 of 37).

Landscaping Plan (sheets 9-12)

Proposed basin trees are spaced 12-14 feet on center. This is too close for proper growth. Spacing of 25 feet is still recommended while retaining the same number and species.

Additional Recommendations:

There is an error in the coding of the shrubs (DR) in the basins. DR is supposed to be dawn redwood according to the landscaping schedule but there are many more DR in the basins than noted in the schedule and they are placed far too close together to actually be dawn redwood.

All evergreen tree plantings should be spaced at least 16 feet on center when used as a screen for Perrineville Road, Lot 15, and for basins. Where two rows of evergreens are proposed, the rows should be staggered. This will most likely reduce the number of evergreen trees in the berm and along the basins.

The red maple plantings on the interior row of the berm along Perrineville Road, and Lot 15, should be staggered from the deciduous trees in the exterior row for a minimum of 25 feet of separation.

Sweetgum trees on the site will produce copious and persistent ball shaped fruits that can be problematic for maintenance of lawn areas. Fruitless varieties such as “Rotundiloba” should be used.

Plantings within basins should be mulched with rock over landscape fabric to prevent wood or bark mulch from floating away during intense rainfall events when the basin(s) fill(s) to capacity.

During the shade tree meeting we discussed placing different species adjacent to oak trees along the streets mostly for size considerations and room to grow. Upon further review, with the trees being spaced at least 45 feet apart, the variation of species would be an aesthetic preference rather than a recommendation.

Respectfully submitted,

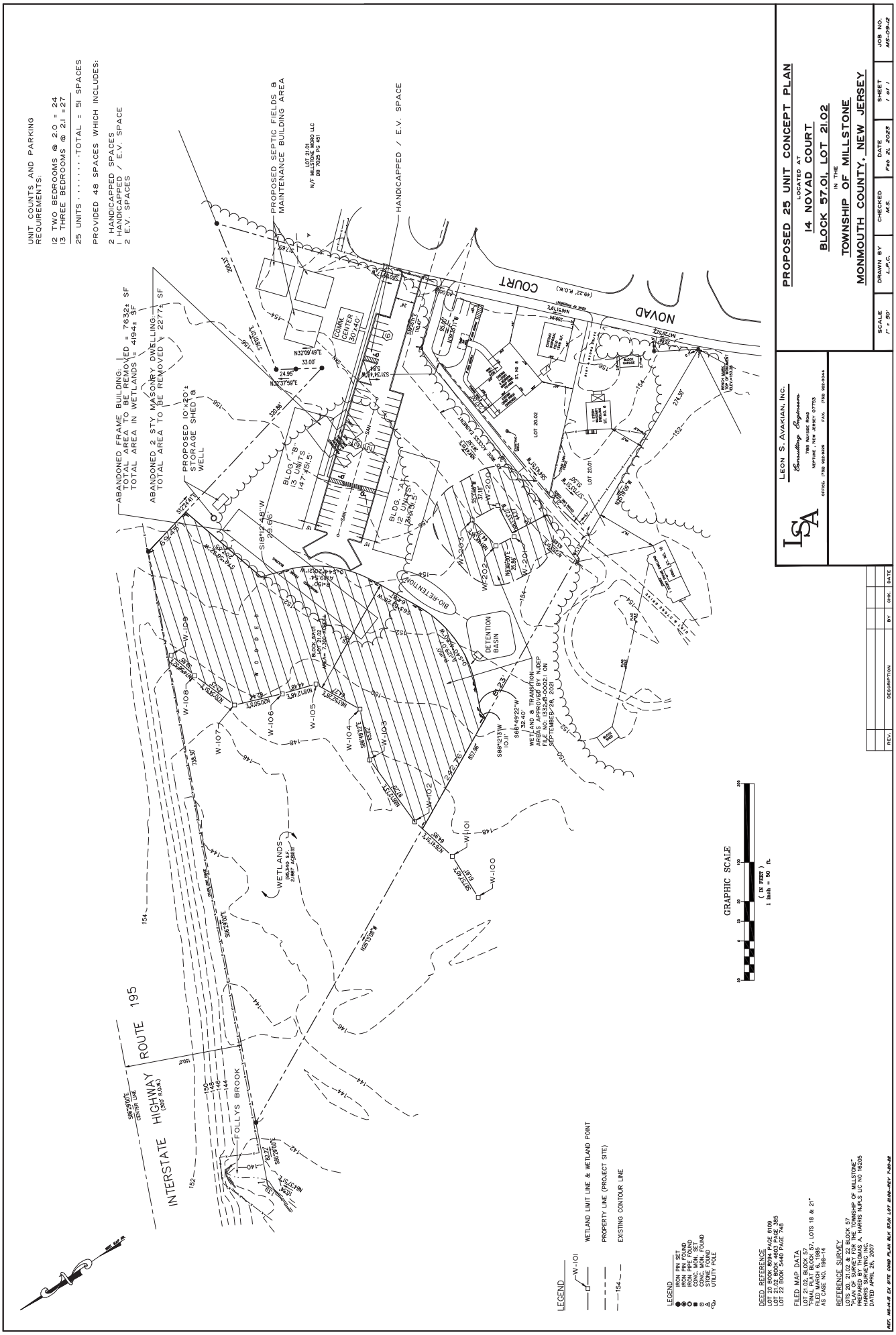
Millstone Township Shade Tree Commission

Kevin Scibilia
NJ Licensed Tree Expert #279
609-815-1099

Appendix J

Shu Lee Documentation:

- Concept Plan
- Proposed Fiscal
- Tentative Timeline


UNIT COUNTS AND PARKING REQUIREMENTS:
12 TWO BEDROOMS @ 2.0 = 24
13 THREE BEDROOMS @ 2.1 = 27
25 UNITS . . . . . TOTAL = 51 SPACES
PROVIDED 48 SPACES WHICH INCLUDES:
2 HANDICAPPED SPACES
1 HANDICAPPED / E.V. SPACE
2 E.V. SPACES
PROPOSED SEPTIC FIELDS & MAINTENANCE BUILDING AREA
HANDICAPPED / E.V. SPACE
NOVAD COURT
(49.27' R.O.W.)
ABANDONED FRAME BUILDING TOTAL AREA TO BE REMOVED = 7632± SF
TOTAL AREA IN WETLANDS = 4194± SF
ABANDONED 2 STY MASONRY DWELLING TOTAL AREA TO BE REMOVED = 2277± SF
PROPOSED 10'x20'± STORAGE SHED & WELL
BLDG. "A" 12 UNITS 3 STY. W/BSMT.
BLDG. "B" 13 UNITS 4 STY. W/BSMT.
COMM. CENTER 30'x40'
DETENTION BASIN
BIO-RETENTION
WETLANDS
INTERSTATE HIGHWAY ROUTE 195
FOLLYS BROOK
GRAPHIC SCALE
1 inch = 50 ft.
LEGEND
WETLAND LIMIT LINE & WETLAND POINT
PROPERTY LINE (PROJECT SITE)
EXISTING CONTOUR LINE
IRON PIN SET
IRON PIN FOUND
IRON PIPE FOUND
CONC. MON. SET
CONC. MON. FOUND
STONE MON. FOUND
UTILITY POLE
DEED REFERENCE
LOT 20 BOOK 8094 PAGE 6109
LOT 21.01 BOOK 4603 PAGE 385
LOT 21.02 BOOK 4441 PAGE 78
FILED MAP DATA
LOT 21.02, BLOCK 57
"FINAL PLAT OF SECTION 57, LOTS 18 & 21"
FILED MARCH 6, 1985
AS CASE NO. 198-14
REFERENCE SURVEY
LOTS 20, 21.02 & 22, BLOCK 57
"PLAN OF SURVEY FOR THE TOWNSHIP OF MILLSTONE"
PREPARED BY: THOMAS A. HARRIS NJPLS LIC NO 16205
HARRIS ASSOCIATES, INC.
DATED APRIL 26, 2007
LEON S. AVAKIAN, INC.
Consulting Engineers
730 WAYSIDE ROAD
NEPTUNE, NEW JERSEY 07753
OFFICE: (732) 922-2229 FAX: (732) 922-0044
PROPOSED 25 UNIT CONCEPT PLAN
LOCATED AT
14 NOVAD COURT
BLOCK 57.01, LOT 21.02
IN THE
TOWNSHIP OF MILLSTONE
MONMOUTH COUNTY, NEW JERSEY
SCALE 1" = 50'
DRAWN BY L.P.C.
CHECKED M.S.
DATE Feb 21, 2025
SHEET 1 of 1
JOB NO. MS-09-12
REV. DESCRIPTION BY CHK. DATE

14 Novad Court (SHU-LEE) RENTAL DEVELOPMENT

Sources	Budget	Per unit
Other Sources and Municipal Subsidy	4,400,139	176,006
Grant Funds	6,000,000	240,000
NJDCA Affordable Housing Trust Fund		
		0
Total Sources	**10,400,139**	**416,006**

Development Budget	Budget	Per unit
Construction:		
Land Clearing	105,835	4,233
Infrastructure & Site Work	217,506	8,700
Utility Connection Fees	72,391	2,896
Residential Construction	6,105,000	244,200
Builder Overhead/Profit/P&P	217,506	8,700
Land scaping	100,000	4,000
Permit Fees	100,000	4,000
Other Site Work: Well & Septic	1,500,000	60,000
		0
Construction Costs	**8,418,238**	**336,730**
Professional Fees		
Architectural	250,000	10,000
Engineering	100,000	4,000
Project Management & Supervison	10,000	400
Environmental	35,000	1,400
Legal & Organizational	30,000	1,200
Contingency	315,758	12,630
Working Capital	130,000	5,200
Carrying & Financing Costs	340,762	13,630
Professional Fees	**1,211,520**	**48,461**
Developer Fee	770,381	30,815
Development Costs	**10,400,139**	**416,006**

Shu Lee Development Tentative Schedule

Action	Time from Plan Approval
Complete Initial Architectural/Engineering Set	6 months
Obtain Site Plan Approval	8 months
Apply for DCA Affordable Housing Trust Fund	9 months
Apply for Monmouth County HOME	9 months
Apply for Federal Home Loan Bank	9 months
Seek a Mortgage from a Private Lender if necessary	9 months
Obtain Private Funding Commitment	18 months
Obtain Commitment from DCA	18 months
Obtain Commitment from Monmouth County	18 months
Obtain Commitment from Federal Home Loan Bank	18 months
Obtain Building Permits	20 months
Close on Financing	22 months
Begin Construction	24 months
Begin Marketing/Lease Up	31 months
Complete Construction	34 months
Complete Construction	37 months