

RESOLUTION NO. 23-163
MEETING DATE: 07-19-2023

RESOLUTION AUTHORIZING THE HOLDING OF AN EXECUTIVE SESSION, AT WHICH THE PUBLIC SHALL BE EXCLUDED

DM/Morris offered the following Resolution and moved its adoption, which was second by **C/McLaughlin**.

WHEREAS, N.J.S.A. 10:4-13 of the Open Public Meetings Act permits the exclusion of the public from meetings of public bodies in certain circumstances which are set forth in N.J.S.A. 10:4-12(b); and

WHEREAS, the Township Committee of the Township of Millstone is of the opinion that such circumstances presently exist.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Millstone as follows:

1. The public shall be excluded for the discussion of any action upon the here in after specified subject matter.
2. The general nature of the subject matter to be discussed is as follows:
 1. Items Falling Under Attorney/Client Privilege
 2. Contracts
 3. Litigation
 4. Potential Litigation

It is anticipated at this time that the above stated subject matter will be made public in approximately six months or at such time as any litigation discussed is resolved.

3. This Resolution shall take effect immediately.

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 on July 19, 2023.

Kathleen Hart, RMC
Municipal Clerk

RESOLUTION NO. 23-164

SCHEDULE 23-07B S

CONSOLIDATED BILL LIST

TOWNSHIP OF MILLSTONE VOUCHERS FOR PAYMENT PRESENTED TO
THE TOWNSHIP COMMITTEE AT A MEETING
HELD ON July 19, 2023

SEE SCHEDULE 23-07B ATTACHED

A resolution was passed by the Township Committee for the payment of the vouchers listed on Schedule 23-07B attached.

Al Ferro, Mayor

Chris Morris, Deputy Mayor

Eric Davis, Committeeman

Michael McLaughlin, Committeeman

Tara Zabrosky, Committeewoman

Attest: _____
Kathleen Hart
Municipal Clerk

TOWNSHIP OF MILLSTONE
RESOLUTION NO. 23-164
July 19, 2023

BE IT RESOLVED by the Township Committee of the Township of Millstone that the vouchers listed on Schedule 23-07B, July 19, 2023, Consolidated Bill List, and the vouchers listed below as Schedule 23-07B S, Supplement to Consolidated Bill List, as presented by the Township Treasurer, Amanda Salerno, to be paid from existing appropriations.

CURRENT FUND

TOTAL CURRENT FUND: \$ 239,018.33

SCHEDULE 23-07B S

PAYROLL FUND

TOTAL PAYROLL TRUST FUND \$ 6,419.06

GENERAL CAPITAL FUND

TOTAL GENERAL CAPITAL FUND \$ 17,240.22

GRANT FUND

TOTAL GRANT FUND \$ 2,235.85

RESERVE TRUST FUND

TOTAL RESERVE TRUST FUND \$ 1,027.61

BASIN MAINTENANCE TRUST

TOTAL BASIN MAINTENANCE TRUST \$ 72.00

SHADE TREE TRUST

TOTAL SHADE TREE TRUST \$ 0.00

COAH TRUST FUND

TOTAL COAH TRUST FUND \$ 11,169.00

OPEN SPACE FARMLAND TRUST FUND

TOTAL OPEN SPACE FARMLAND TRUST FUND \$ 181,333.10

MUNICIPAL DRUG ALLIANCE FUND

TOTAL MUNICIPAL DRUG ALLIANCE FUND \$ 0.00

VETERAN'S MEMORIAL TRUST FUND

TOTAL VET MEMORIAL TRUST FUND \$ 0.00

RECREATION TRUST FUND (DEDICATION BY RIDER)

TOTAL RECREATION TRUST FUND \$ 63,986.24

ANIMAL CONTROL TRUST FUND

TOTAL DOG TRUST FUND \$ 269.79

TOTAL FOR ALL FUNDS \$ 522,771.20

ESCROW

DEVELOPERS ESCROW ACCOUNT UNDER \$5,000

TOTAL DEVELOPERS ESCROW UNDER \$5,000 \$ 3,491.00

DEVELOPERS ESCROW ACCOUNT OVER \$5,000

TOTAL DEVELOPERS ESCROW OVER \$5,000 \$ 2,235.70

TOTAL FOR ESCROW \$ 5,726.70

RESOLUTION WAS OFFERED BY COMMITTEEPERSON MCLAUGHLIN
AND MOVED ITS ADOPTION;
MOTION WAS SECOND BY COMMITTEEPERSON DM/MORRIS
RESOLUTION WAS ADOPTED ON THE FOLLOWING ROLL CALL VOTES:

AYES: C/McLaughlin, DM/Morris, C/Zabrosky, M/Ferro

NAYS: None

ABSTAIN: None

ABSENT: C/Davis

RESOLUTION NO. 23-165
ADOPTION DATE: 07-19-2023

RESOLUTION AWARDING CONTRACT FOR BROOKSIDE ROAD IMPROVEMENTS
AND REPLACEMENT OF COUNTY CULVERT MS-38

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

WHEREAS, on Thursday, June 8, 2023 at 10:00 AM, the Township Engineer accepted bids for Brookside Road Improvements and Replacement of County Culvert MS-38; and

WHEREAS, the following bids were received:

<u>Name of Bidder:</u>	<u>Bid Amount:</u>
Capela Construction, Inc.	\$399,650.00
Seacoast Construction, Inc.	\$483,984.50
Precise Construction, Inc.	\$557,590.00
Marbro, Inc.	\$647,117.00
Earle Asphalt Company	\$719,613.13
Lucas Brothers, Inc.	\$775,000.00; and

WHEREAS, the Township Engineer has recommended awarding the Contract to the lowest bidder, Capela Construction, Inc. in the amount of \$399,650.00; and

WHEREAS, the Township Attorney has determined that the bid of Capela Construction, Inc. is in compliance with the applicable portions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Township Chief Financial Officer has certified that funds are available in account C-04-55-975-901/C-04-55-975-902; and

WHEREAS, the award of this Contract is contingent upon the County of Monmouth revising the Agreement dated March 15, 2023 executed by the County and the Township, with

respect to the Township's cost share to an amount not to exceed \$85,200.00 for the construction cost and \$12,780.00 for the construction inspection costs, thereby totaling a not to exceed amount of \$97,980.00 as the Township's responsibility.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Millstone hereby awards a Contract to Capela Construction, Inc. for Brookside Road Improvements and Replacement of County Culvert MS-38 in the amount of \$399,650.00, contingent upon the County of Monmouth revising the Agreement dated March 15, 2023 as set forth above, thereby limiting the Township's cost share to an amount not to exceed \$85,200.00 for the construction costs and \$12,780.00 for the construction inspection costs, totaling a not to exceed amount of \$97,980.00 as the Township's responsibility.

BE IT FURTHER RESOLVED that a copy of this Resolution certified by the Township Clerk to be a true copy be forwarded to the Township Engineer, Capela Construction, Inc., Monmouth County, and to the unsuccessful bidders together with the return of their bid security.

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 Millstone Township Committee at its meeting of July 19, 2023.

KATHLEEN HART, RMC
Township Clerk

RESOLUTION NO.: 23-166
ADOPTION DATE: 07-19-2023

**RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE
GUARANTEES FOR CENTRAL JERSEY STORAGE, (BLOCK 56, LOTS 5, 6, 7
& 8.01), APPLICATION NO. Z17-03**

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

WHEREAS, the developer of Central Jersey Storage, LLC, Application No. Z17-03 has requested a release of its performance guarantees previously posted with the Township of Millstone in accordance with its previously received approvals; and

WHEREAS, the Township Engineer has, in a letter dated July 11, 2023 (attached hereto as Exhibit "A") recommended that the following performance guarantees be released:

Performance Bond No. 76127824, issued by The Guarantee Company of North America USA, in the reduced amount of \$6,026.40.

Cash performance guarantee in the reduced amount of \$669.60

WHEREAS, as a condition of the release the developer must post a Maintenance Bond or cash for a duration of two years, or a Maintenance Letter of Credit for a duration of two and one-half years, in the amount of \$35,100.00; and

WHEREAS, the balance of the Engineering Inspection Fee is to remain on account through the maintenance period.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Millstone as follows:

1. It hereby authorizes the release of the performance guarantees set forth in the Township Engineer's letter dated July 11, 2023, conditioned on the developer posting the required two (2) year Maintenance Bond as outlined above in the amount of \$35,100.00.

2. The Township Clerk, Township Treasurer and all other appropriate municipal officials are hereby authorized to execute such documents and to perform such acts as are necessary to effectuate the purpose of this Resolution.

3. Pursuant to the recommendation of the Township Engineer as set forth in the letter referred to above, the Township hereby accepts the public improvements, if any,

and any easements and/or dedication of property to be accepted by the Township of Millstone pursuant to the Planning Board approval.

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

- (a) Township Engineer
- (b) Township Treasurer
- (c) Developer
- (d) Township Attorney

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 Millstone Township Committee at its meeting of July 19, 2023.

KATHLEEN HART, RMC
Township Clerk

EXHIBIT A

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.

July 11, 2023

Mr. Kevin Abernethy, Administrator
Township of Millstone
470 Stage Coach Road
Millstone, NJ 08510-7978

**Re: Bond Release
Central Jersey Storage, LLC
Block 56, Lots 5, 6, 7 & 8.01 (Z 17-03)
Our File MS 17-14**

Dear Mr. Abernethy:

Pursuant to a letter received on June 29, 2023, the developer of the above referenced project has requested a Performance Guarantee Release. Please be advised that all work has been completed to our satisfaction and we therefore recommend release of the Guarantee. We make this recommendation conditional upon the developer posting a two (2) year maintenance Guarantee in the amount of \$35,100.00 as required by the Township of Millstone Land Use and Development Regulations, Section 13-5.j.

In addition to the above, we request that prior to the release of the Performance Guarantee all outstanding fees for this project be paid. Our final billing for this project will be sent in our next monthly invoice.

Should you have any questions or require additional information, please do not hesitate to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.



Matt Shafai, P.E., P.P.
Township Engineer

MS: mcs

cc: Amanda Salerno, Finance
Kathleen Hart, Municipal Clerk
Brian Chabarek, Esq., Twp. Attorney
Kamal Sinha, Central Jersey Storage, LLC

MS/17/17-14a

RESOLUTION NO. 23-167
MEETING DATE: 07-19-2023

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND
APPROPRIATION NJSA 40A:4-87
(2023 Sustainable Jersey Grant)**

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

WHEREAS, NJSA 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Millstone, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an additional item of revenue in the budget of the year 2023, which represents the additional grant money received in 2023, in the sum of \$2,000.00 which is now being appropriated for the 2023 Sustainable Jersey Grant, in the additional amount of \$2,000.00.

BE IT FURTHER RESOLVED, that the like sum of \$2,000.00 is hereby appropriated under the caption 2023 Sustainable Jersey Grant.

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
Township Clerk

RESOLUTION NO. 23-168
MEETING DATE: 07-19-2023

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND
APPROPRIATION NJSA 40A:4-87
(2023 Clean Communities Grant)**

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

WHEREAS, NJSA 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Millstone, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an additional item of revenue in the budget of the year 2023, which represents the additional grant money received in 2023, in the sum of \$45,670.19, which is now being appropriated for the 2023 Clean Communities Grant, in the additional amount of \$45,670.19.

BE IT FURTHER RESOLVED, that the like sum of \$45,670.19 is hereby appropriated under the caption 2023 Clean Communities Grant.

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
Township Clerk

RESOLUTION NO. 23-169
MEETING DATE: 07-19-2023

**RESOLUTION APPOINTING TEMPORARY ELECTRICAL SUBCODE OFFICIAL
AND ELECTRICAL INSPECTOR**

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

WHEREAS, Millstone Township's Construction Department has a need to fill a temporary position; and

WHEREAS, the Administrator and the Construction Official are in agreement that Romeo Montano should be offered the position of Temporary Electrical Subcode Official and Electrical Inspector at an hourly rate of \$43.00, for a maximum of 12 hours per week.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Millstone that Romeo Montano is hereby appointed as Temporary Electrical Subcode Official and Electrical Inspector from July 12, 2023 and ending September 11, 2023.

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

- a. Romeo Montano, Appointee
- b. Department of Community Affairs
- c. Kevin Abernethy, Township Administrator
- d. Amanda Salerno, Township Treasurer
- e. Scott D'Amico, Construction Official

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 Millstone Township Committee at its meeting of July 19, 2023.

Kathleen Hart, RMC
Township Clerk

RESOLUTION NO: 23-170
MEETING DATE: 07-19-2023

RESOLUTION ADJUSTING FULL-TIME DPW LABORER – TIFFANY TURCOTTE

C/McLaughlin offered the following resolution and moved its adoption, which was second by **DM/Morris**.

WHEREAS, Millstone Township has appointed Tiffany Turcotte, Full-Time DPW Laborer without CDL i; and

WHEREAS, the Township Administrator has indicated that Tiffany Turcotte has attained fifteen years of service and is entitled to an increase according to the CWA Local 1075 Agreement; and

WHEREAS, the Township Administrator has indicated that Tiffany Turcotte’s hourly rate shall be changed to \$21.00.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Millstone that Tiffany Turcotte’s hourly rate be and is hereby changed to \$21.00 in accordance with the CWA Local 1075 Agreement.

BE IT FURTHER RESOLVED that a copy of this resolution, certified by the Township Clerk to be a true copy be forwarded to Tiffany Turcotte, Public Works Coordinator, Township Administrator, Township CFO, Treasurer and Municipal Clerk.

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 Millstone Township Committee at its meeting of July 19, 2023.

Kathleen Hart, RMC
Municipal Clerk

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 sewerage 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 sewerage for 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:

TOWNSHIP OF MILLSTONE

Mayor Albert Ferro

Dated:

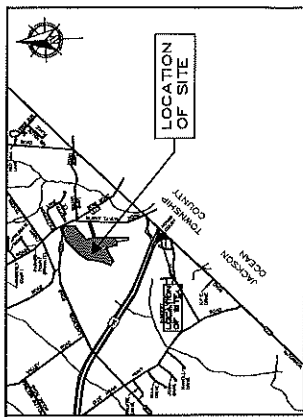
AFFORDABLE HOUSING ALLIANCE, INC.

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



KEY MAP

LEGEND

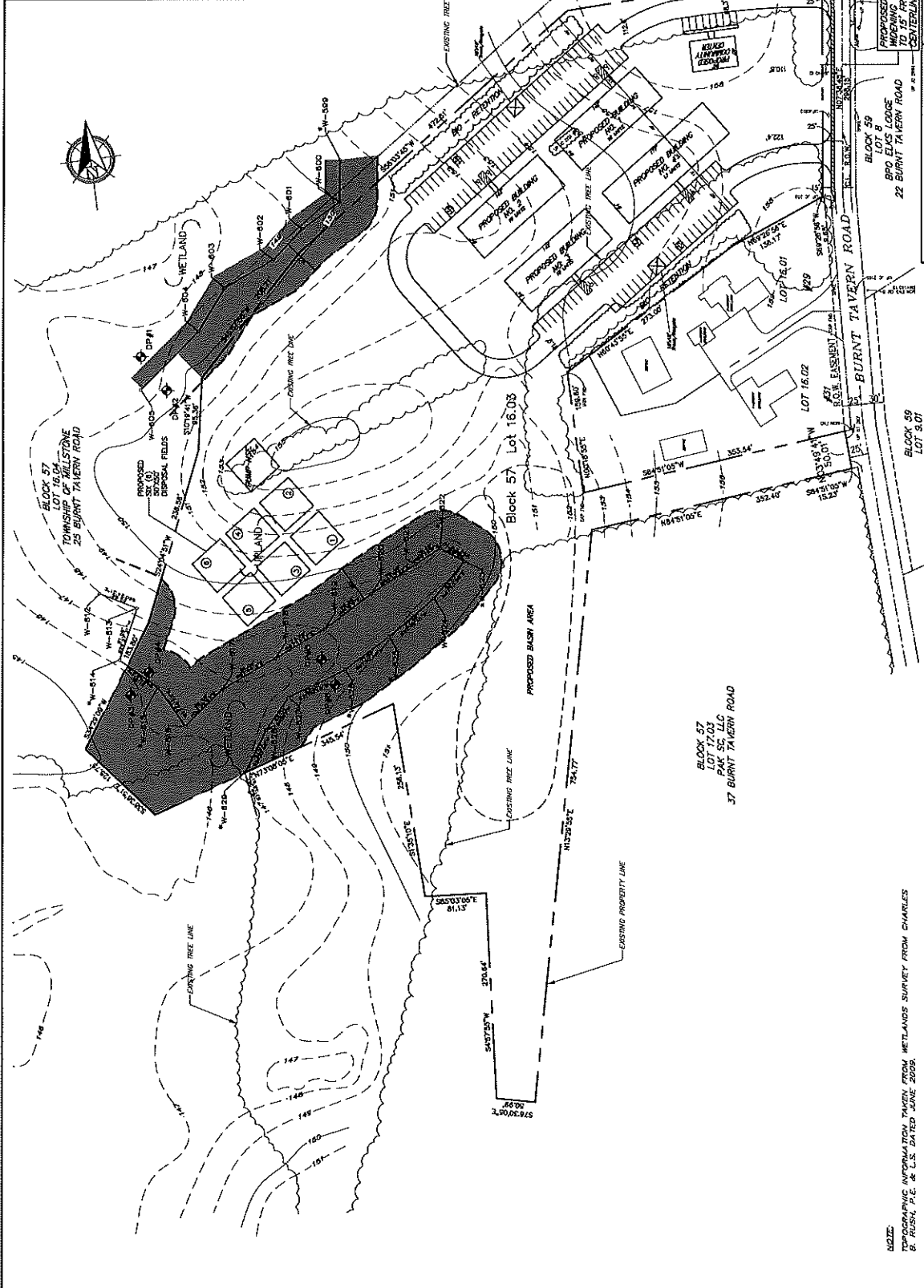
ONE-BEDROOM/BIOD	4 X 3	12
TWO-BEDROOM/BIOD	8 X 3	24
THREE-BEDROOM/BIOD	12 X 3	36
BUILDING 15 TOTAL UNITS	15 X 3	45

BUILDING 4	1
ONE-BEDROOM	1
TWO-BEDROOM	2
THREE-BEDROOM	2
BUILDING 4 TOTAL UNITS	5

TOTAL UNITS BUILDINGS 1-4	15
BUILDING 4	5
ONE-BEDROOM UNITS	14
TWO-BEDROOM UNITS	14
THREE-BEDROOM UNITS	14
TOTAL UNITS	42

REASONABLE DATES

PROPOSED FULLY DEVELOPED	1
EXISTING FULLY DEVELOPED	1
UNDEVELOPED	24
TOTAL UNITS	26



PROPOSED 67 UNITS CONCEPT PLAN

FOR

27. BURNT TAVERN ROAD
LOT 16.03 BLOCK 57
TOWNSHIP OF MILLSTONE
MONMOUTH COUNTY, NEW JERSEY

ISA
LEON S. ANANDAM, INC.
Professional Engineer
No. 1200-00000
1000 ROUTE 100
MILLSBORO, DE 19966
PH: 302-391-7770
FAX: 302-391-7770

MEHRYAR SHAFAI P.E.
PROFESSIONAL ENGINEER No. 160,388348

DATE: APRIL 18, 2023
DRAWN BY: M.C.E.
CHECKED: M.S.
JOB NO.: MS-16-11
SHEET: 3 OF 3

SCALE: 1" = 20'

REV.	DESCRIPTION	BY	CHK.	DATE

Graphic Scale
(IN FEET)
1" = 20' = 66 ft

NOTES:
1. ALL DIMENSIONS ARE FROM THE WETLANDS SURVEY FROM CHARLES B. RUSH, P.E. & U.S. DATED JUNE 2008.

NO. 16-16-11-27 Burnt Tavern Concept Plan, April 18, 2023

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	<u>\$30,000</u>
Total Development Cost	<u>\$28,412,612</u>

Sources Construction

LIHTC 4% Tax Credits (Equity)	\$1,270,435
Construction Mortgage	\$23,145,927
Millstone Township	\$1,000,000
Deferred Developers Fee	<u>\$2,996,250</u>
Total Construction Sources	<u>\$28,412,612</u>

Sources Permanent

NJHMFA Tax Exempt Bonds	\$14,695,887
NJHMFA Affordable Housing Production Fund	\$10,000,000
LIHTC 4% Tax Credits Equity	<u>\$3,716,725</u>
Total Permanent Sources	<u>\$28,412,612</u>

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	<u>\$535,012</u>
Net Income Before Debt Service	\$459,624
Mortgage Payment and Debt Service	<u>\$399,650</u>
Net Income	\$59,974

10% of Equity Total 12704350

RESOLUTION NO. 23-172
MEETING DATE: 07-19-2023

**RESOLUTION OF NEED OF THE TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF MILLSTONE**

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

WHEREAS, Affordable Housing Alliance, Inc. (hereinafter referred to as the “Sponsor”) proposes to construct a 67 unit housing development, comprised of 66 affordable rental family-units and one unrestricted superintendent’s unit, (hereinafter referred to as the “Project”) pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the “HMFA Requirements”) within the Township of Millstone (hereinafter referred to as the “Millstone”) on a site designated as Block 57, Lot 16.03 as shown on the Official Tax Map of the Township of Millstone, Monmouth County and commonly known as 27 Burnt Tavern Road, Millstone, New Jersey; and

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

WHEREAS, the Project will be subject to requirements of the New Jersey Department of Community Affairs (hereinafter referred to as the "Department of Community Affairs"), Neighborhood Preservation Balanced Housing Program in accordance with N.J.S.A. 52:27D-320 and applicable rules promulgated thereunder at N.J.A.C. 5:43-1.1 et seq., and the mortgage and other loan documents executed between the Sponsor and the Commissioner of the Department of Community Affairs; and

WHEREAS, pursuant to the HMFA Requirements, the governing body of Millstone hereby determines that there is a need for this housing project in the Millstone.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Millstone (the “Township Committee”) that:

- (1) The Township Committee finds and determines that the Project proposed by the Sponsor meets or will meet an existing housing need;
- (2) The Township Committee finds and determines that the Project proposed by the Sponsor meets or will meet all or part of Millstone’s low and moderate-income housing obligation;
- (3) The Township Committee does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor’s application for Agency funding to finance the Project.

ROLL CALL:
AYES:
NAYS:
ABSTAIN:
ABSENT:

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

RESOLUTION NO. 23-173
MEETING DATE: 07-19-2023

RESOLUTION AUTHORIZING THE EXTENSION OF A ONE TIME GRACE PERIOD FOR THE PAYMENT OF THIRD QUARTER TAXES - 2023

C/McLaughlin offered the following Resolution and moved its adoption, which was second by **DM/Morris**.

WHEREAS, there was a delay in the County Tax Board certifying final tax rates for all taxing entities; and

WHEREAS, in accordance with the Law, Millstone Township Tax Collector Elizabeth Kiernan is extending the tax payment grace period.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Millstone in the County of Monmouth, herein confirms extension of the tax payment grace period until August 15, 2023.

BE IT FURTHER RESOLVED that a copy of this Resolution certified by the Municipal Clerk to be a true copy be forwarded to the Township Tax Collector and the Chief Financial Officer.

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 Millstone Township Committee at its meeting of July 19, 2023.

Kathleen Hart, RMC
Municipal Clerk