Agenda
Meeting of the Municipal Council
Tuesday, December 30, 2025
SPECIAL MEETING 2:15 PM

I. Executive Session - 2:15 p.m.

A. 2025-506 Resolution Authorizing A Meeting Which Excludes The Public

B. Attorney-Client Privilege

II. Workshop Session

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Special Meeting Notice was forwarded to the Asbury Park Press, and The Star Ledger on December 28, 2025, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

III. Regular Meeting

A. Public Participation

B. Individual Resolutions

2025-507 Resolution Authorizing The Execution Of An Amended And Restated Memorandum Of Understanding Between The City Of Asbury Park And The Asbury Park Housing Authority

2025-508 Resolution Authorizing The City of Asbury Park To Enter Into A Mediation Agreement With Fair Share Housing Center

C. Adjournment

RESOLUTION - 2025-506

City of Asbury Park
County of Monmouth
State of New Jersey
Resolution Authorizing A Meeting Which Excludes The Public

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on December 30, 2025 at 2:15 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed are as follows:

1. Attorney-Client Privilege:

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with section 8 and 4a of the Open Public Meetings Act.

ANTHONY CUCCI
CITY CLERK

I, ANTHONY CUCCI, 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 RESOLUTION NO. 2025-506 which was finally adopted by the City Council at a meeting held on the 30th day of December, 2025

CERTIFIED BY ME THIS __ DAY OF December, 2025.

Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Tuesday, December 30, 2025
RESOLUTION SUMMARY

This Resolution Authorizes The Execution Of An Amended And Restated Memorandum Of Understanding Between The City Of Asbury Park And The Asbury Park Housing Authority

RESOLUTION -

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ASBURY PARK AND THE ASBURY PARK HOUSING AUTHORITY

WHEREAS, the City of Asbury Park filed a Round 4 Declaratory Judgment Action entitled In the Matter of the Application of the City of Asbury Park, County of Monmouth, Docket No. MON-L-419-25, seeking approval of its Affordable Housing Plan pursuant to the Fair Housing Act, as amended; and

WHEREAS, in order to address concerns associated with its RCA Program and satisfy its affordable housing obligations, the City and the Asbury Park Housing Authority negotiated a Memorandum of Understanding ("MOU") to discontinue reliance on RCA units and to construct new affordable family rental units on the "Home Plate" Site and the "Lincoln Village" Site, which was executed on June 14 2023; and

WHEREAS, following the entrance of the MOU and the City's Judgment of Compliance and Repose ("JOR") on November 8, 2023, in the City's Round 3 docket (MON-L-611-20), certain changes were required to the memorandum of understanding, which resulted in the proposed Amended and Restated Memorandum of Understanding ("Amended MOU"); and

WHEREAS, the Amended MOU provides for the construction of two phase, 100% affordable family rental development producing between 152 and 189 new affordable units, all of which will be subject to long-term affordability controls; and

WHEREAS, the City Council has reviewed the proposed Amended MOU and finds that its execution is in the best interests of the City, advances compliance with the City's affordable housing obligations, and supports the development of new affordable housing opportunities for existing and former residents; and

WHEREAS, the Governing Body desires to authorize execution of the MOU and permit de minimis, non-substantive changes as may be approved by the City Attorney or Affordable Housing Counsel.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, County of Monmouth, State of New Jersey, as follows:

1. The Mayor and City Clerk are hereby authorized and directed to execute (**Exhibit A**), on behalf of the City, the Amended and Restated Memorandum of Understanding between the City of Asbury Park and the Asbury Park Housing Authority, subject to de minimis revisions of counsel.
2. The City's Affordable Housing Counsel is authorized to take any and all steps necessary to effectuate the terms of the MOU, including coordinating with the Housing Authority, preparing filings, and taking actions necessary to obtain Court approval of the Agreement.
3. The City Attorney, Affordable Housing Counsel, Administrative Agent, Planning and Development staff, and all other appropriate City officials are authorized to take any additional actions necessary to implement the MOU and to advance the City's compliance obligations in its pending Declaratory Judgment Action.
4. This Resolution shall take effect immediately upon adoption according to law.

I, ANTHONY CUCCI, 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 RESOLUTION NO. 2025-___ which was finally adopted by the City Council at a meeting held on the ___ day of ____, 2025

CERTIFIED BY ME THIS __ DAY OF ____, 2025.

_____
Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK

AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ASBURY PARK AND ASBURY PARK HOUSING AUTHORITY

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ASBURY PARK AND ASBURY PARK HOUSING AUTHORITY ("Agreement") made _____ ___, 2025 by and between, and, amends, restates, and supersedes the Memorandum of Understanding Between the City of Asbury Park and Asbury Park Housing Authority, dated June 14, 2023:

CITY OF ASBURY PARK, a municipal corporation and body politic organized under the laws of the State of New Jersey, County of Monmouth, having an address at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter the "City" or "Asbury Park");

And

ASBURY PARK HOUSING AUTHORITY, a duly incorporated housing authority pursuant to N.J.S.A. 40A:12A-17, et seq., with a business address of 1000½ Third Avenue, Asbury Park, New Jersey 07712 Monmouth. (hereinafter "Housing Authority" or "HA");

Collectively, the City and HA shall be referred to as the "Parties" and individually a "Party."

WHEREAS, in response to the New Jersey Supreme Court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about February 20, 2020, the City filed an action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the City of Asbury Park, County of Monmouth, Docket No. MON-L-000611-20, ("DJ Action") seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan, in addition to related reliefs (the "Compliance Action"); and

WHEREAS, the City simultaneously sought, and ultimately secured, a series of court orders immunizing Asbury Park from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, as part of that process, Fair Share Housing Center ("FSHC") raised concerns over 136 of the City's RCA Units (the "Rental RCA Units") and the remaining 70 units left to be addressed (the "Remaining RCA Units") by the City's RCA program (a total of 206 units); and

WHEREAS, the 206 RCA Units would have been restricted for a total of 2,060 years (10-year restrictions on 206 units); and

WHEREAS, the City intends to address this concern by discontinuing the RCA program and partnering with the HA for the construction of new affordable units which will equal or exceed the total number of years of restrictions associated with the 206 RCA Units, For example, 69 newly constructed affordable units, restricted for at least 30 years each, would yield at least 2,070 years of controls (the "Required Units"); and

WHEREAS, the City maintains it is the owner of the real property identified on the City Tax Map as Block 704, Lots 9 & 10 and the Housing Authority is the owner of Block 704, Lot 1, which properties are all located where Memorial Drive, Springwood Avenue and Prospect Avenue intersect and which properties shall collectively be referred to as the "Home Plate" Site; and

WHEREAS, the HA is the owner of an adjacent developed site known as Lincoln Village and containing 63 affordable housing units ("Lincoln Village" or the "Lincoln Village Site") (collectively the Home Plate Site and the Lincoln Village Site will be referred to as the "Total Site"); and

WHEREAS, the Parties have agreed to the construction of two phases of a 100% affordable family rental housing development, as follows: (i) approximately 101 units of family rental housing on the Home Plate Site to include approximately 101 units of family rental housing ("Phase I"), and (ii) approximately 88 units of family rental housing on the Lincoln Village Site to include 60 units within the multi-family structure and 14 two-family townhomes totaling 28 units will be redeveloped ("Phase II"), for a total of at least 152 and no more than 189 units (collectively, the "Project"); and

WHEREAS, the Parties have agreed that the Project requires the land situated both in the northern and southern portions of the Total Site and have therefore agreed that the Block 704, Lots 9 and 10 will be transferred to the HA as described in Section 3.1 below; and

WHEREAS, the Parties have agreed that the HA will be paid the monies associated with the RCA units that were identified by FSHC as having potential problems in their administration, and shall utilize said funds to develop the Project as described in this agreement; and

WHEREAS, Phase I will provide housing to currently existing Lincoln Village residents, residing as of the date of execution of this Agreement (the "Existing Lincoln Village Residents"); and

WHEREAS, Lincoln Village will be demolished and redeveloped as Phase II; and

WHEREAS, once Phase I is completed thirty-eight (38) of the existing or former Required Units will be given preference in Phase I, and once Phase II is completed the remaining thirty-one (31) of the remaining existing or former Required Units will be given preference in Phase II, as further provided in Section 2.3 and Section 2.4 of this Agreement; and

WHEREAS, to ensure that newly constructed units generate affordable housing credits to address the remaining RCA obligations of the City and the City's Gap (1999-2015) and Round 3 (2015-2025) affordable housing obligations, these units shall meet the applicable requirements for 100% affordable housing projects and be developed in accordance with the COAH Prior Round Regulations, relevant provisions of the Uniform Housing Affordability Controls, N.J.A.C. 5:80¬26.1 et. seq. ("UHAC") and all other applicable law unless expressly agreed otherwise, with the exception of the aforementioned preference for existing or former residents of the Rental RCA Units at the Phase II building.

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, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

DEFINITIONS

i. Regional Contribution Agreement or "RCA" refers to various agreements the City has with other municipalities ("Sending Municipalities") as a mechanism to address affordable housing wherein the City (the "Receiving Municipality") agrees to construct or rehabilitate affordable housing in exchange for funding from the Sending Municipalities.

ii. "Rental RCA Units" shall refer to the 136 allegedly defective Rental RCA Units that the City will no longer be relying upon for satisfaction of its Regional Contribution Agreements if the Court approves their removal and the City's proposed replacement units described in this Agreement, The Parties understand that the Housing Authority bears no responsibility for the Rental RCA units.

iii. "Remaining RCA Units" shall refer to the remaining units which were part of the RCA program, but which were never completed. The City estimates that this figure is 70 units as of the date of this Agreement. The Parties understand that the Housing Authority bears no responsibility for the Remaining RCA Units.

iv. "RCA Funds" shall refer to the funds associated with the 136 Rental RCA Units and the 70 remaining RCA Units, which will no longer be utilized for the RCA program but which will instead be utilized to partially subsidize the project described in this agreement.

v. Declaratory Judgment Action or "DJ Action" refers to the City's pending affordable housing case, bearing docket MON-L-611-20 or MON-L-419-25, whereby the City is seeking approval of its affordable housing plan.

vi. "Credit-worthy Units" shall refer to approval of the units as acceptable credits in the City's DJ Action,

ARTICLE I - PURPOSE

1.1. The purpose of this MOU is to facilitate the construction of a 100% family rental affordable housing development on the Total Site in two phases (Phase I and Phase II) which will ultimately yield at least 152 and no more than 189 total new family affordable units.

ARTICLE II - HOUSING AUTHORITY'S ("HA") OBLIGATIONS

2.1 Obligation To Develop Total Site In Accordance With Various Requirements: The HA agrees to maintain the Total Site in accordance with (a) any and all requirements to maintain funding from the variety of sources that will fund this project, including a subsidy from the City (monies associated with the 206-unit RCA obligation, HUD Project-Based assistance, Low Income Housing Tax Credits, the Federal HOME Program, Federal Home Loan Bank and/or other outs ide funding sources); (b) any other applicable governmental approvals, and (c) the terms and conditions of this Agreement.

2.2 Demolition and Development of the Project: (A) The HA agrees to demolish the existing 63-unit Lincoln Village affordable housing development, which demolition is necessary for the proposed larger and modern development of the Total Site. The HA will ensure to all Existing Lincoln Village Residents the opportunity for continuous affordable housing by and through the new development of the Project with 63 total units (the "New Lincoln Village Units") which will be phased such that newly completed units will provide housing for displaced residents as described in Section 2.3 below. The Housing Authority agrees that all Existing Lincoln Village Residents will have the opportunity to move into a comparable unit per HUD standards, consistent with 24 CFR § 970.21(a). The Housing Authority further agrees that in no event shall less than 152 and no more than 189 total new units be constructed and no less than 63 reserved initially for Existing Lincoln Village Residents. In addition, the Housing Authority agrees that, regardless of which funding mechanisms it elects for the project, it will provide Existing Lincoln Village Residents the same protections that would be available to them under HUD requirements governing Rental Assistance Demonstration (RAD) projects, including that Existing Lincoln Village Residents will have a right of return and will not be subject to rescreening, income eligibility or income targeting, except as otherwise required by HUD and/or other governing, regulatory or controlling authorities, as applicable. See HUD Notice PIH 2016-17 (HA). As to the New Lincoln Village units (Phase I), there will be continued preference for all units for tenants earning below thirty percent (30%) of median income. All of the affordable units produced in Phase II of the Project shall fully comply with the UHAC, including but not limited to the required bedroom and income distribution, with the sole exception that at least twenty-five percent (25%) of the affordable units shall be required to be for very low income households earning thirty percent (30%) or less of median income pursuant to the Fair Housing Act.

(B) The Housing Authority shall use commercially reasonable efforts to construct the Project in accordance with the Timeline for Construction as set forth in Exhibit B to this Agreement. It is understood and agreed by the Parties that if requested by HA, the City amends the zoning applicable to the Home Plate Site and the Lincoln Village Site to permit the construction of approximately 101 units on the Home Plate Site and approximately 88 units on the Lincoln Village Site, as further provided in Section 3.4. It is understood and agreed by the Parties that the Housing Authority's obligation to commence the Milestones in Exhibit B is conditioned upon and shall not commence until the City makes the Subsidy Payment (as defined in Section 3.1(A)) and the transfer of property as set forth in Section 3.1(B) (which shall occur within thirty (30) days of the Effective Date). Further, any delay in the City meeting its obligations under this Agreement and/or the Subsidy Payment Escrow and Funding Agreement, which City delay shall include any delay in issuing building permits for Phase I and/or Phase II, shall result in an extension of time for any Milestone(s) in Exhibit B for approximately the length of time of such delay, and including any time required by the Housing Authority to reengage its activities and Milestones in Exhibit B as a result of such delay. Further, it is understood and agreed by the City that the development of a 100% affordable housing project presents certain challenges, specifically including funding, and shall liberally grant extensions of the Milestones in Exhibit B, as requested by the Housing Authority, so long as the Housing Authority has been exercising commercially reasonable efforts to construct the Home Plate Site Project. However, it is expressly agreed by the Housing Authority that the Project, inclusive of any potential delays as outlined within this Section, shall have

building permits issued for Phase I of the Project within four (4) years of the Effective Date of this Agreement, plus any extension of time to which the Housing Authority is entitled as provided above in this Section 2.2(B). If the Housing Authority does not receive building permits for Phase I of the project within four (4) years of the Effective Date, plus any extension of time to which the Housing Authority is entitled as provided above in this Section 2.2(B), then the City shall retain all rights and remedies under Section 4.2 of this Agreement.

2.3 Phasing: HA shall construct the project in two phases. Phase I shall consist of the development of the Home Plate Site, containing approximately 101 new family rental affordable units in a mixed-use setting, utilizing sources including, but not necessarily limited to, those set forth in Exhibit A of this Agreement. Thirty-Eight (38) of the 101 new family rental affordable units in Phase I shall be reserved for those that demonstrate eligibility pursuant to Section 2.4 below. Once Phase I is completed, Existing Lincoln Village Residents will be afforded the opportunity to move into the new Home Plate units without the need for interim housing elsewhere. The Housing Authority agrees to notice all Existing Lincoln Village Residents of the transition, consistent with HUD requirements, and to provide an opportunity for residents' questions regarding the transition to be answered. Phase II shall commence immediately following the completion of Phase I and shall consist of approximately 88 units of family rental housing on the Lincoln Village Site to include 60 units within the multi-family structure site and 14 two-family townhomes totaling 28 units, with thirty-one (31) units reserved for those that demonstrate eligibility pursuant to Section 2.4 below.

2.4 Preference for Prior RCA Tenants: (A) As a critical and non-severable component of this Agreement, the Parties agree that any former Rental RCA Unit resident (the "Prior RCA Tenants") shall have priority treatment to move into a new unit within Phase I and Phase II of the Project as provided in Section 2.3, subject to the priority of Existing Lincoln Village Residents. The City agrees to conduct records searches, including searches associated with the addresses of the 136 Rental RCA Units to identify potentially aggrieved individuals. Those individuals will be provided actual notice of the remedy to their last known address. In addition to the foregoing, notice of this Agreement and its remedy shall be published pursuant to COAH regulations. To demonstrate eligibility for preferential treatment, a prospective tenant shall, within four years of Court approval of this Agreement, demonstrate that the household was a former resident of a Rental RCA Unit. A prospective tenant may demonstrate that they are an aggrieved former Rental RCA resident, among other methods, by providing sufficient personal information (such as name, current address, or Social Security number) to the City in order to facilitate confirmation by the City through a public records search (the cost of which is not to be passed onto the applicant) that the person resided at one of the known Rental RCA Units. In addition, a tenant may show proof of residence through prior records such as electric bills or tax returns. The Parties acknowledge that this criterion and the process for determining eligibility may be revised depending on feedback from the Court's Special Master and the initial feasibility of the proposed process described in this Agreement. The HA shall work in collaboration with the City's Administrative Agent to maintain a list of RCA Preference Households, however all units in the project shall be administered by the Housing Authority. Relative to the RCA Preference Households, the HA shall provide updates annually as to the administration of the units to the City, who shall provide copies to the Special

Adjudicator and FSHC, however HA shall not be held liable for claims made by former residents of rental RCA units including, but not limited to, claims asserted by former residents that they did not receive notice of the proposed remedy or for claims based on a denial of eligibility resulting from a failure to provide proof of eligibility. The City shall indemnify, defend and hold HA harmless from any such claims asserted by former residents of Rental RCA Units. The City is expressly seeking Court approval of this solution to remedy any alleged harm resulting from the rental component of its RCA program.

(B) The Housing Authority shall set aside at least 69 (+1 for the super) units for Prior RCA Tenants meeting the qualifications in Section 2.4(A) (the "Qualified Prior RCA Tenants"), as follows:

(i) Phase I: At the time of initial lease up of Phase I, HA will make thirty-eight (38) units available for Qualified Prior RCA Tenants (the "Phase I RCA Requirement"). However, if there are not thirty-eight (38) Qualified Prior RCA Tenants, those units may be leased to other tenants. By way of illustration, if there are no Qualified Prior RCA Tenants available and only thirty-eight (38) units left available for lease, HA may begin leasing those units to other tenants, and should any Qualified Prior RCA Tenants become available prior to the leasing of the remaining thirty-eight (38) units, HA will rent any subsequently available units to the Qualified Prior RCA Tenants.

(ii) Phase II: At the time of initial lease up of Phase II, HA will make thirty-one (31) units (the "Phase II RCA Requirement") available for Qualified Prior RCA Tenants within the 60-unit multi-family structure (the "Phase II RCA Structure"). The parties agree that the 14 two-family townhomes will not be available for Prior RCA Tenants. Additionally, HA will make the balance of the units in the Phase II RCA Structure (29 units) available to additional Qualified Prior RCA Tenants from Phase I if Phase I did not contain thirty-eight (38) Qualified Prior RCA Tenants at the time of the full initial lease up of Phase I (the "Phase I Deficiency"). However, HA shall not be required to hold any units in the Phase II RCA Structure for Qualified Prior RCA Tenants if there are not available Qualified Prior RCA Tenants, and may lease them to other tenants in the same fashion as the illustration in Section 2.4(B)(i).

(iii) The provisions of Section 2.4(B)(i) and 2.4(B)(ii) shall only apply to the initial lease up of Phase I and the Phase II RCA Structure. If all sixty-nine (69) units for Qualified Prior RCA Tenants are not included in the initial lease up of Phase I and the Phase II RCA Structure, the balance of the 69 Qualified Prior RCA Tenants (the "Initial Lease Up Deficiency") shall be given a priority at the time a unit in Phase I or the Phase II RCA Structure becomes available but only for a period of four (4) years as further addressed in Section 2.4(b)(iv).

(iv) After four years from the date of approval of this or a similar agreement, should the number of units necessary to remedy harm resulting from the rental component the

City's RCA program be less than 69 units, the remaining units shall be released and no longer reserved for this purpose. The Parties acknowledge and agree that aggrieved individuals may demonstrate eligibility within four years from date of court approval, but after all units are occupied, the aggrieved individual will be added to the waiting list and will have priority when one of the Required Units becomes available. No one who has been placed on the waiting list prior to the end of the four-year period shall lose their position on the waiting list at the expiration of that period.

2.5 Obligation To Provide Creditworthy Units And Maintain The Creditworthiness Of The Units: The HA shall ensure that the Project maintains the affordability controls on each unit for a period of at least 30 years, so that at least 152 units and no more than 189 units are creditworthy as affordable units as defined by COAH regulations (N.J.A.C. 5:93-1.1, et seq. and N.J.A.C. 5:97-1.1 et seq.) and Uniform Housing Affordability Controls ("UHAC") (N.J.A.C. 5:80-26.1 et seq.). The Parties agree that this will be accomplished via affordability controls as described in Section 2.8 below and through the Housing Authority's administration of the units based on Housing and Urban Development ("HUD") standards. The City will seek approval of the credits through appropriate Court Hearings in 2025. After Court approval, the HA, including its successors and assigns shall have the continuing responsibility to lease the units in accordance with applicable Federal, State, and local laws and affordability for at least the terms specified in this agreement.

2.6 Obligation To Cooperate With the City in its Efforts To Monitor the Units: The Parties acknowledge that the City may have the obligation from time to time to generate information necessary to demonstrate the creditworthiness of the units. The HA will cooperate with the City handling all monitoring and reporting requirements. However, it is the City's obligation to do all necessary reporting to the Court, special adjudicator, and FSHC to demonstrate the continuing viability of the credits. If, subsequent to Court approval, units are determined to not be credit-worthy, the HA shall be held harmless pursuant to Section 9.18 of this Agreement, so long as the HA is otherwise compliant with this Agreement.

2.7 Obligation for Administrative Entity: The HA will contract with the developer to administer and affirmatively market the units at the site, income qualify applicants solely if permitted under Section 2.1 of this MOU, place minimum thirty (30) year affordability controls on the units and provide long-term administration of the units. The affordable units will be affirmatively marketed in accordance with COAH Regulations, except that notice and priority will be provided to former Rental RCA Unit residents pursuant to Section 2.4 of this MOU.

2.8 Obligation to Properly Deed-Restrict the Units: The HA will also work with the City and the Administrative Agent to record a new deed restriction so that at least 152, but no more than 189 new affordable units will be deed-restricted and include affordability controls for a minimum of thirty (30) years, requiring all units to be reserved for very-low, low- and moderate-income households, which controls shall be triggered upon the date the units become occupied. With respect to Phase II, UHAC standards shall apply, however, as permitted under the FHA, the minimum number of very low-income units will comply with Section 2.2 of this MOU.

ARTICLE III - OBLIGATIONS OF THE CITY

3.1 Obligation to Provide Subsidy and Transfer Property: (A) The City will provide a subsidy of approximately $3,045,435, less the value of the agreed-upon land value for Block 704, Lots 9 & 10 ($500,000) for a total of $2,545,435 as partial funds for the Project (the "Subsidy Payment"). The Subsidy Payment shall occur after Court or Program approval and within 30 days of a resolution of the title issues described in Section 2.2 above and Section 3.1(B). The figure described above represents the monies associated with the RCA program as described and documented in Exhibit A to this Agreement.

(B) The City and the Housing Authority will enter into a Purchase and Sale Agreement to provide for the details and mechanics of the transfer of the City's interest in Block 704, Lots 9 and 10, and any property it may have an interest in the Home Plate Site. Since the signing of the MOU on June 14, 2023, title searches have been obtained and reveal that Block 704, Lots 9 and 10 and the remainder of the properties that make up the Home Plate Site are not wholly owned by the City and/or the Housing Authority but contain potential property interests by third parties. The Housing Authority agrees to undertake all actions required to vest title into the Housing Authority to proceed with the Project addressed by this Agreement, and to the extent required or beneficial, the City shall cooperate with the Housing Authority in this endeavor. Further, the Parties recognize and agree that certain of the Milestones in Exhibit B may need to be tolled until such time as the Housing Authority can obtain title to all of the properties that make up the Home Plate Site.

3.2 Obligation to Provide a Certificate of Occupancy Upon Satisfaction of Responsibilities: The Housing Authority shall obtain a certification of occupancy from the City Construction Code Official.

3.3 Zoning Amendment: HA and the City have collaborated to develop the concept plan for the Project, which is attached hereto as Exhibit C (the "Concept Plan"). The City shall amend the bulk standards in the Amended Springwood Ave. Redevelopment Plan, as may be necessary pursuant to Exhibit C, last amended April 22, 2020 by Ordinance #2020-10 (the "Redevelopment Plan"), to permit the construction of the Project without any required variances or similar relief. However, the City recognizes that the Concept Plan is a preliminary design and should the HA request a Redevelopment Plan amendment to reasonably accommodate the final development of the approximately 101 units on the Home Plate Site or the approximately 88 units on the Lincoln Village Site, the City shall without undue delay amend the Redevelopment Plan; provided, however, in no circumstances shall the buildings exceed four (4)stories. It is understood and agreed by the Parties that the Milestones in Exhibit B shall be tolled for the period of time from the HA's request for an amendment of the Redevelopment Plan, if one is made, until the time to appeal the amendment to the Redevelopment Plan has run, or the successful resolution of any litigation appealing the adoption of the amendment to the Redevelopment Plan, should one be filed. The Housing Authority shall submit Phase I and Phase II of the Project to the Asbury Park Planning Board for site plan approval, and the plans for the same shall be substantially consistent with the Concept Plan attached hereto as Exhibit C and the amended the Redevelopment Plan as

provided in this Section; provided, however, in no circumstances shall the buildings exceed four (4) stories.

ARTICLE IV - MUTUAL OBLIGATIONS

4.1 Pursuant to Section 2.4, the Parties will work collaboratively to deviate from standard affirmative marketing requirements in order to provide `front of the line' access to former Rental RCA residents.

4.2 If the Housing Authority materially breaches the MOU by failing to deliver the construction of the 69 RCA Units pursuant to Article II of the MOU, the parties shall revert to *status quo ante*, which shall include the return from the Authority to the City the Subsidy provided by the City to the date of breach, which will be $3,045,435.00, which is the amount of the Subsidy Payment and the land value of the Home Plate site.

ARTICLE V - COURT APPROVAL OF AGREEMENT

5.1 Court Approval of the Agreement: Within 90 days of the execution of this Agreement by all Parties, the Parties shall seek Court approval of this agreement via an order entered into by the Court after a properly noticed Fairness Hearing.

5.2 An Essential and Non-Severable Condition of this Agreement: The Parties hereto agree that an essential and non-severable condition of this Agreement is that any order issued by the Court specifically recognizes these credits as appropriate for replacing some or all of the units lost as a result of the RCA program.

ARTICLE VI - COOPERATION AND COMPLIANCE

6.1 Implementation of Agreement: The Parties agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates and consents in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement.

6.2 Enforcement of Agreement: The Parties hereto agree to cooperate with each other, furnish all necessary and reasonable documentation and take all necessary actions to assure compliance with the terms of this Agreement.

ARTICLE VII - NOTICES

7.1 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Total Site (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal

Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effectuated 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 HOUSING AUTHORITY:

Asbury Park Housing Authority
1000 1/2 3rd Avenue
Asbury Park, NJ 07712

Bakari G. Lee, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, NJ 07068

TO THE CITY:

Anthony Cucci, City Clerk
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

Michael J. Edwards, Esq.
Surenian, Edwards, Buzak & Nolan LLC
311 Broadway
Point Pleasant Beach, NJ 08742

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

ARTICLE VIII - DEFAULT

8.1 Default: In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to

exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief, by way of a motion for enforcement of litigant's rights.

8.2 No Waiver of Rights and Remedies by Delay: Any delay by an aggrieved Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved Party of such rights or limit the aggrieved Party's rights in any way. It is the intent of this provision that the Parties' rights under this Agreement shall not be unduly abridged by concepts of waiver, laches, or otherwise, so that the Parties may enforce their rights while it is still possible to resolve the problems created by the default involved. Nor shall any waiver in fact made by the aggrieved Party with respect to any specific default by the defaulting Party under this Agreement be considered or treated as a waiver of the rights of the aggrieved Party with respect to any other defaults by the defaulting Party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

ARTICLE IX - MISCELLANEOUS

9.1 Severability: 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.

9.2 Successors Bound: The provisions of this Agreement shall run with the land, and 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 Property which is the subject of this Agreement.

9.3 No Modification: This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

9.4 Recording: It is intended that this Agreement will be recorded in the Clerk's Office of Monmouth County by the HA.

9.5 Counterparts: 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.

9.6 Voluntary Agreement: 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.

9.7 Interpretation: In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as HA and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the City or its attorneys as a result of the Agreement being primarily drafted by the City.

9.8 Assignment or Transfer: None of the Parties may assign or transfer this Agreement without the written consent of the other Parties. This includes any assignment, transfer, or partnership agreement with any non-profit organization, inclusive of ARIE, without the express written consent of the City of Asbury Park.

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

9.10 Entire Agreement: 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.

9.11 Conflict of Interest: No member, official or employee of the City or the Housing Authority shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, which is prohibited by law, absent the need to invoke the rule of necessity.

9.12 Effective Date: The effective date of this Agreement shall be the date upon which the Court approves this Agreement.

9.13 Captions: The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

9.14 Waiver: The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

9.15 Notice of Actions: The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware, which may affect the provisions of this Agreement.

9.16 Construction, Resolution of Disputes, Governing Law: This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of

any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Monmouth County. Service of any complaint may be effectuated consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

9.17 Conflicts with Compliance Action: The Parties acknowledge that this Agreement cannot be affected by the Compliance Action or any amendments to the City's Affordable Housing Plan or Land Use and Development Ordinances and this Agreement shall control with respect to those matters as applied to the Property. Upon the entry of a Judgment of Compliance and Repose in the City's Compliance Action, and after the Compliance Action is concluded, the Court shall retain jurisdiction to ensure compliance with the terms and conditions of this Agreement. As to any inconsistencies between the Approvals and this Agreement, the Approvals shall control. Any expenses of the master to resolve conflicts that may arise subsequent to the entry of this Agreement shall be split evenly between The City and the Housing Authority.

9.18 Indemnification and Hold Harmless: The City acknowledges that it is the City's obligation to create a realistic opportunity for the construction of affordable housing under the Mount Laurel doctrine. Nothing in this agreement shall be construed to impose any liability on the HA in the event of future loss of credits so long as the Housing Authority is compliant with the terms of this agreement and the City shall indemnify, defend and hold Harmless HA from ally such claims. The HA shall have an obligation to assist the City in the approval of this or a final similar agreement. However, the HA shall have no obligation to expend resources on legal challenges outside of the approval process in the City's DJ Action. It is expressly understood by and between the Parties hereto that nothing contained within this MOU is intended to impose any liability, duty or obligation on HA arising from or related to any and all claims associated with exclusionary zoning lawsuits filed against the City or claims or lawsuits filed or asserted by FSHC and the City shall indemnify, defend and hold HA harmless therefrom.

9.19 Recitals: The recitals of this Agreement are incorporated herein and made a part hereof.

THE REMAINDER OF THIS PAGE IS PURPOSEFULLY BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed and their corporate seals where applicable affixed and attested as of the date first written above,

Attest:

_____

Print Name:

ASBURY PARK HOUSING AUTHORITY

By:_____

Print Name:_____

Date:_____

Attest:

_____

Print Name:

CITY OF ASBURY PARK

By:_____

Print Name:_____

Date:_____

EXHIBIT A
SOURCES OF FUNDING

- 9% and 4% Low-Income Housing Tax Credits
- The Subsidy Payment
- Construction and/or permanent lending from a conventional lender
- Construction and/or permanent lending from the New Jersey Housing and Mortgage Finance Agency
- Affordable Housing Program Funds from the Federal Home Loan Bank of New York
- Aspire Tax Credits from the New Jersey Economic Development Authority
- Funding from the U.S. Department of Urban and Housing Development ("HUD") Rental Assistance Demonstration Program
- Funding from the HUD Section 18 project-based voucher program

EXHIBIT B
TIMELINE FOR CONSTRUCTION
Homeplate and Lincoln Village Redevelopment Schedule

PHASE I - TIMELINE		
Milestone	***Estimate Completion Date****	***Duration Days***
Engineering Plans and Architectural Schematics	30 days	30
Site Plan Approval	90 days	60
PILOT Agreement and Resolution of Need	150 days	60
NJHMFA / LIHTC Funding Commitments	210 days	60
Finalize Architectural /Engineering Plans and Design Development Documents	330 days	120
Local Approvals	450 days	120
Close on Financing	510 days	60
Construction of Phase I - 16 months	990 days	480
Lease Up/100% Occupancy Phase I (Includes Relocation of Phase II existing Lincoln Village Residents to New Building)	1,110 days	120

PHASE II – TIMELINE **All dates commence/run for the Lease Up/100% Occupancy of Phase I**		
Milestone	***Estimate Completion Date****	***Duration Days***
Engineering Plans and Architectural Schematics	30 days	30
Site Plan Approval	90 days	60
PILOT Agreement and Resolution of Need	150 days	60
NJHMFA / LIHTC Funding Commitments	210 days	60
Finalize Architectural /Engineering Plans and Design Development Documents	330 days	120
Local Approvals	450 days	120
Close on Financing	510 days	60
Construction of Phase I - 16 months	990 days	480
Lease Up/100% Occupancy Phase I (Includes Relocation of Phase II existing Lincoln Village Residents to New Building)	1,110 days	120

*** Estimate Completion Date**, is the cumulative number of days from the Effective Date, and subject to the tolling and extension provisions in Section 2.2(B), Section 3.1(B), and Section 3.4 of this Agreement.

EXHIBIT C
CONCEPT PLAN

Individual Resolutions
Meeting of the Municipal Council
Tuesday, December 30, 2025
RESOLUTION SUMMARY

2025-508
This Resolution Authorizes the City of Asbury Park to enter into A Mediation Agreement With Fair Share Housing Center

RESOLUTION - 2025-508

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MEDIATION AGREEMENT WITH FAIR SHARE HOUSING CENTER

WHEREAS, the City of Asbury Park ("City") is participating in the Affordable Housing Dispute Resolution Program (the "Program") established pursuant to the Amended Fair Housing Act, N.J.S.A. 52:27D-301 et seq.; and

WHEREAS, the City has filed its Fourth Round Declaratory Judgment action and submitted its Housing Element and Fair Share Plan ("HEFSP") to the Program, thereby initiating Program review, mediation, and settlement-conference proceedings; and

WHEREAS, Fair Share Housing Center ("FSHC") has appeared in the matter as a formal objector and has participated in the Program's mediation process, submitting comments and identifying issues requiring discussion and potential resolution; and

WHEREAS, the Program has directed the City and FSHC to participate in structured mediation sessions for the purpose of exchanging information, narrowing disputes, and working toward a mutually acceptable Fourth Round compliance framework; and

WHEREAS, entering into a formal Mediation Agreement with FSHC is appropriate to proceed through the Program's mediation track, define the scope of discussions, and position the City to obtain a Fourth Round Compliance Certification; and

WHEREAS, the Mayor and Council find that executing such a Mediation Agreement is in the best interests of the City and will advance the City's efforts to achieve compliance under the Fair Housing Act.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Asbury Park hereby:

1. The Mayor and City Clerk are hereby authorized and directed to execute (**Exhibit A**), on behalf of the City, the Mediation Agreement between the City of Asbury Park and the

Fair Share Housing Center, subject to de minimis revisions of counsel.

2. The City's Affordable Housing Counsel is authorized to take any and all steps necessary to effectuate the terms of this Agreement, including preparing filings and taking actions necessary to obtain Court approval of the Agreement.
3. The City Attorney, Affordable Housing Counsel, Administrative Agent, Planning and Development staff, and all other appropriate City officials are authorized to take any additional actions necessary to implement the Agreement and to advance the City's compliance obligations in its pending Declaratory Judgment Action.
4. This Resolution shall take effect immediately upon adoption according to law.

I, ANTHONY CUCCI, 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 RESOLUTION NO. 2025-___ which was finally adopted by the City Council at a meeting held on the ___ day of ____, 2025

CERTIFIED BY ME THIS __ DAY OF ____, 2025.

_____
Anthony Cucci, City Clerk

ANTHONY CUCCI
CITY CLERK

MEDIATION AGREEMENT BEFORE THE AFFORDABLE HOUSING DISPUTE RESOLUTION PROGRAM

IN THE MATTER OF THE APPLICATION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH.
Docket No. MON-L-419-25

WHEREAS, the City of Asbury Park (the "City" or "Asbury Park" or "municipality") having filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the "Program") and a declaratory judgment action pursuant to N.J.S.A. 52:27D-301 et. seq. (the "Fair Housing Act") on January 30, 2025; and

WHEREAS, the Court having entered an order on April 1, 2025, setting the City's Fourth Round fair share obligations as a Present Need of 214 units and a Prospective Need of 0 units, which no party appealed, and ordering the City to file a Housing Element and Fair Share Plan ("HEFSP") by June 30, 2025; and

WHEREAS, the City having filed its HEFSP on June 30, 2025 ("Adopted HEFSP"); and

WHEREAS, FSHC having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the City's HEFSP on August 26, 2025; and

WHEREAS, the Plaintiffs of Ferguson, et al. v. City of Asbury Park, Docket No. MON-L-2305-25, having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the City's HEFSP on August 29, 2025; and

WHEREAS, the City and FSHC having agreed to amicably resolve the issues set forth in the challenge through this mediation agreement and present this agreement for review by the Program and referral to the Mount Laurel judge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, which if approved will result in a compliance certification for the City for the Fourth Round.

THEREFORE, the City and FSHC agree:

Fair Share Obligations

1. The City's Present Need or Rehabilitation Obligation is 214, the City's Prior Round Obligation (1987-1999) is 0, the City's Third Round Obligation (1999-2025) is 0, and the City's Fourth Round Prospective Need (2025-2035) is 0.

Satisfaction of Fair Share Obligations

2. The City agrees to address its rehabilitation obligation by continuing its Home Rehabilitation Program, which lends a minimum of $12,000 per unit for the replacement or repair of a major system, consistent with COAH's rules. All rehabilitated units will comply with the definition of a substandard unit in N.J.A.C. 5:93-5.2(b), which states, "a unit with health and safety code violations that require the repair or replacement of a major system." Major systems include weatherization, roofing, plumbing, heating, electricity, sanitary plumbing, lead paint abatement and/or load bearing structural systems. All rehabilitated units shall meet the applicable construction code. Additionally, all rehabilitated units shall be occupied by low- or moderate-income households and subject to 10-year affordability controls, as described above. The average hard cost will be at least $10,000 per home. Administration of affordable units, as well as affirmative marketing and affordability controls, will meet the applicable standards in the Uniform Housing Affordability Control rules, N.J.A.C. 5:80-26.1. The City agrees that as part of its Spending Plan, it shall provide that it has sufficient funding for its rehabilitation program, either through general revenue or to bond for any shortfalls regarding same.
3. The City of Asbury Park is designated as an "Urban Aid Municipality" by the New Jersey Redevelopment Authority and the Departments of Community Affairs, Transportation, and Environmental Protection, as is defined in the Consolidated Municipal Property Tax Relief Aid which was 1995. As a result of the designation as a

qualified Urban Aid Municipality, the City has a 0-unit new construction obligation pursuant to N.J.A.C. 5:93-2.3(b).

4. Additionally, as a result of the COAH's prior round regulations, the City entered into Regional Contribution Agreements ("RCA") with Wall Township, Freehold Township, Middletown Township, Millstone Township, Spring Lake Borough, and Howell Township for relative to the prior round. FSHC raised concerns over the 136 RCA Units (the "Rental RCA Units") and the remaining 70 units left to be addressed (the "Remaining RCA Units") by the City's RCA program (a total of 206 units). Those 206 units are considered to be defective and must be addressed by the City.

5. The City shall address concerns about its prior RCA units by partnering with the Asbury Park Housing Authority for the construction of new affordable units which will equal or exceed the total number of years of restrictions associated with the 206 RCA Units. For example, 69 newly constructed affordable units, restricted for at least 30 years each, would yield at least 2,070 years of controls. A previous Memorandum of Understanding, dated June 14, 2023, was executed between the City and the Housing Authority. Following the MOU's execution, certain changes were required. An Amended and Restated Memorandum of Understanding is being ratified in conjunction with this Agreement. The bedroom distribution, income qualifications, and affirmative marketing requirements associated with the project shall be in conjunction with those outlined in the agreement.

Unit Type and Income Distribution Requirements

6. The City and FSHC agree that the City's HEFSP, as described in Paragraphs 2, 3, 4, and 5 meet the requirements for compliance with the law in P.L. 2024, c. 2. The City shall

maintain compliance with Fourth Round rules and regulations, with the exceptions noted above regarding the Housing Authority project, with the following specifically noted:

a. Age Restricted Cap. The City agrees that it shall not exceed the age-restricted cap found in N.J.S.A. 52:27D-311(l), which requires age-restricted units to be limited to no more than 30 percent of the overall Fourth Round affordable housing units that address the Fourth Round Prospective Need obligation exclusive of any bonus credits. Nothing in this Agreement shall be interpreted as an acknowledgment of the applicability of the senior cap to unmet need on behalf of the City, though it accepts this interpretation and result in the context of settlement.

b. Family units. Pursuant to N.J.S.A. 52:27D-311(l), the municipality shall satisfy a minimum of 50 percent of the actual affordable housing units, exclusive of any bonus credits created to address its Fourth Round Prospective Need affordable housing obligation through the creation of housing available to families with children and otherwise in compliance with the requirements and controls established pursuant to section 21 of P.L.1985, c.222 (C.52:27D-321).

c. Rental and family rental units. Pursuant to N.J.S.A. 52:27D-311(l), at least 25 percent of the actual affordable housing units, exclusive of any bonus credits, created to address its Prospective Need affordable housing obligation shall be addressed through rental housing, including at least half as available to families with children.

d. Very Low-Income Units. Pursuant to N.J.S.A. 52:27D-329.1, thirteen percent (13%) of all affordable units referenced in this Agreement addressing the municipality's Prospective Need obligation shall be very-low-income units for households earning thirty percent (30%) or less of the median income, with half of the very low-income units being available to families.

e. All new construction units shall comply with P.L.2005, c.350 (N.J.S.A. 52:27D-311a and -311b) and all other applicable law.

f. All Prior Round and Third Round compliance shall continue to meet the applicable percentages and standards for bonuses, family and senior housing, rental and family rental, very low-income units, and adaptability set forth in any prior settlement agreement between FSHC and the municipality, statutory requirements, and the Prior Round and Third Round regulations.

7. In all developments that produce affordable housing, with the exceptions noted above regarding the Housing Authority project, the City and FSHC agree that, unless varied by prior COAH approval or a prior order of the trial court, including a Third Round order approving the FSHC Settlement Agreement and/or Third Round HEFSP, the below terms shall apply:
    a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, length of affordability controls, and phasing of affordable units.
    b. The applicability of the updated form of UHAC versus the prior form of UHAC shall be as set forth in the statute and most current form of UHAC adopted by HMFA. Any terms of a prior agreement, judgment, or grant of substantive certification as to prior rounds of obligations modifying UHAC as to affordability controls longer than the now-current regulations or as to very-low-income units shall remain in effect as to those prior rounds of obligations.
    c. The municipality agrees that, in order to meet the low income and very low income requirement of the Fair Housing Act, it shall adopt an ordinance requiring for all affordable housing developments in its HEFSP that fifty percent (50%) of the affordable units within each bedroom distribution shall be required to be for low income households earning fifty percent (50%) or less of median income, including thirteen percent (13%) of the affordable units within each bedroom distribution shall be required to be for very low income households earning thirty percent (30%) or less of median income.
    d. The municipality agrees to review its Affordable Housing Ordinance and other ordinances to ensure that it complies with the most up to date requirements of UHAC and revise those ordinances accordingly as part of its Fourth Round HEFSP and implementing ordinances. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law and shall be consistent with the affirmative marketing plan already adopted by the City which the parties agree is sufficient. The affirmative marketing plan shall include the following organizations: FSHC; the Latino Action

Network; the New Jersey State Conference of the NAACP, the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch, and Trenton Branches of the NAACP, Senior Citizens United Community Services (SCUCS), Solutions To End Poverty Soon (STEPS), OCEAN, Inc. and the Supportive Housing Association.

Process for Approval and Implementation

8. Pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, the municipality and FSHC recognize that the Program and/or county level housing judge will review this agreement and the resulting HEFSP and implementing ordinances and resolutions for compliance with the Fair Housing Act prior to issuing a compliance certification, as follows:

a. The municipality and FSHC shall present this mediation agreement to the Program member for review upon full execution by both parties.
b. The Program member shall review the agreement and if satisfied with compliance with the Fair Housing Act shall refer this matter to the Mt. Laurel judge for review and entry of certification of compliance, conditioned on adoption of all implementing ordinances and resolutions.
c. The municipality shall adopt all implementing ordinances and resolutions no later than March 15, 2026, including but not limited to the outstanding items identified in the next paragraph. No later than 48 hours after adoption or March 15, 2026, whichever is sooner, the City shall file the information required by Paragraph 8 and any other adopted ordinances and resolutions on eCourts.
d. No later than April 15, 2026, the City and FSHC shall provide via filing on eCourts, a form of consent order granting final compliance certification for the Court's review or identify any remaining issues of compliance that may be disputed, at which point the court shall schedule a conference to review any such issues.
e. Both parties agree to implement the terms of this Agreement. If the Program, county level housing judge, or any appellate court rejects this Agreement, the Parties reserve their right to rescind any action taken in anticipation of the Program's approval and return to status quo ante. All parties shall have an obligation to fulfill the intent and

purpose of this Agreement, unless to do so would be inconsistent with the final, unappealable adjudication of any Program or court ruling or judgment. The terms of this Agreement may be enforced through an enforcement motion in this declaratory judgment or a separate action before the Program or the Superior Court, Law Division.

9. The municipality and FSHC agree that following conditions remain to be met prior to March 15, 2026 as conditions of compliance certification, and that the municipality shall provide these documents to FSHC in draft form for comment by February 1, 2026:

a. The City will provide the Amended Memorandum of Understanding for the Housing Authority Project once adopted.

b. The City shall provide resolutions appointing the Municipal Housing Liaison and Administrative Agent(s), if not already tendered.

c. The City will adopt a Fourth Round Spending Plan in accordance with P.L. 2024, c. 2 and the regulations at N.J.A.C. 5:99. The City agrees that as part of its spending plan, it shall provide that it has sufficient funding for its RCA program commitment (in the tendering amount of $2,545,345.00), either through general revenue or an intent to bond for any shortfalls regarding same.

d. The City will update and adopt its affordable housing ordinance, development fee ordinance, affirmative marketing plan, and other administrative documents in accordance with the regulations at N.J.A.C. 5:80-26.1, et seq., before March 15, 2026.

10. The City's Compliance Certification shall be subject to ongoing monitoring required by the Fair Housing Act as follows:

a. The City by February 15, 2026, and annually, agrees to electronically enter data into the AHMS system of the Department of Community Affairs of a detailed accounting of all development fees and any other payments into its trust fund that have been collected including residential and non-residential development fees, along with the current balance in the municipality's affordable housing trust fund as well as trust funds expended, including purposes and amounts of such expenditures, in the previous year from January 1st to December 31st.

b. The City by February 15, 2026, and annually, agrees to electronically enter data into the AHMS system of the Department of Community Affairs of up-to-date municipal information concerning the number of affordable housing units actually constructed, construction starts, certificates of occupancy granted, and the start and expiration dates of deed restrictions. With respect to units actually constructed, the information shall specify the characteristics of the housing, including housing type, tenure, affordability level, number of bedrooms, date and expiration of affordability controls, and whether occupancy is reserved for families, senior citizens, or other special populations.

c. For the midpoint realistic opportunity review as of July 1, 2030, pursuant to N.J.S.A. 52:27D-313, the City or other interested party may file an action through the Program in accordance with the Statute. Any such filing shall be through eCourts or any similar system set forth by the Program with notice to any party that has appeared in this matter.

11. This Agreement may be executed in counterparts, all of which together shall constitute the same agreement, and any exhibits or schedules attached hereto shall be hereby made a part of this Agreement. This Agreement shall not be modified, amended or altered in any way except by a writing signed by each of the Parties. Each party acknowledges that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each signatory is the proper person and possesses the authority to sign the Agreement, and that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, therefore, the presumption of resolving ambiguities against the drafter shall not apply. 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. No member, official or employee of the municipality shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

Attest

CITY OF ASBURY PARK

_____

Mayor John Moor

_____

Witness:

Date:

FAIR SHARE HOUSING CENTER

_____

Adam Gordon

_____

Witness:

Date: