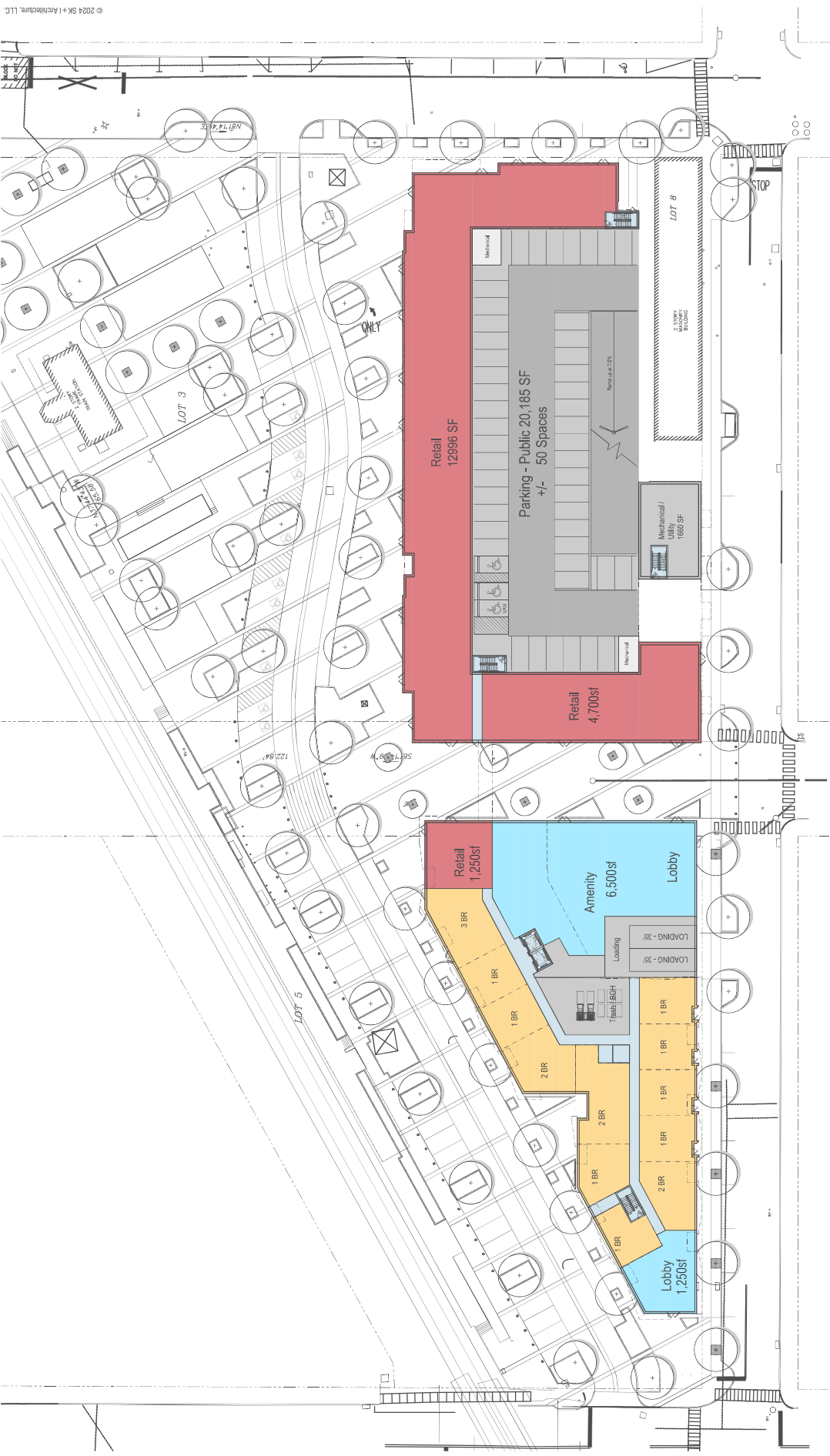


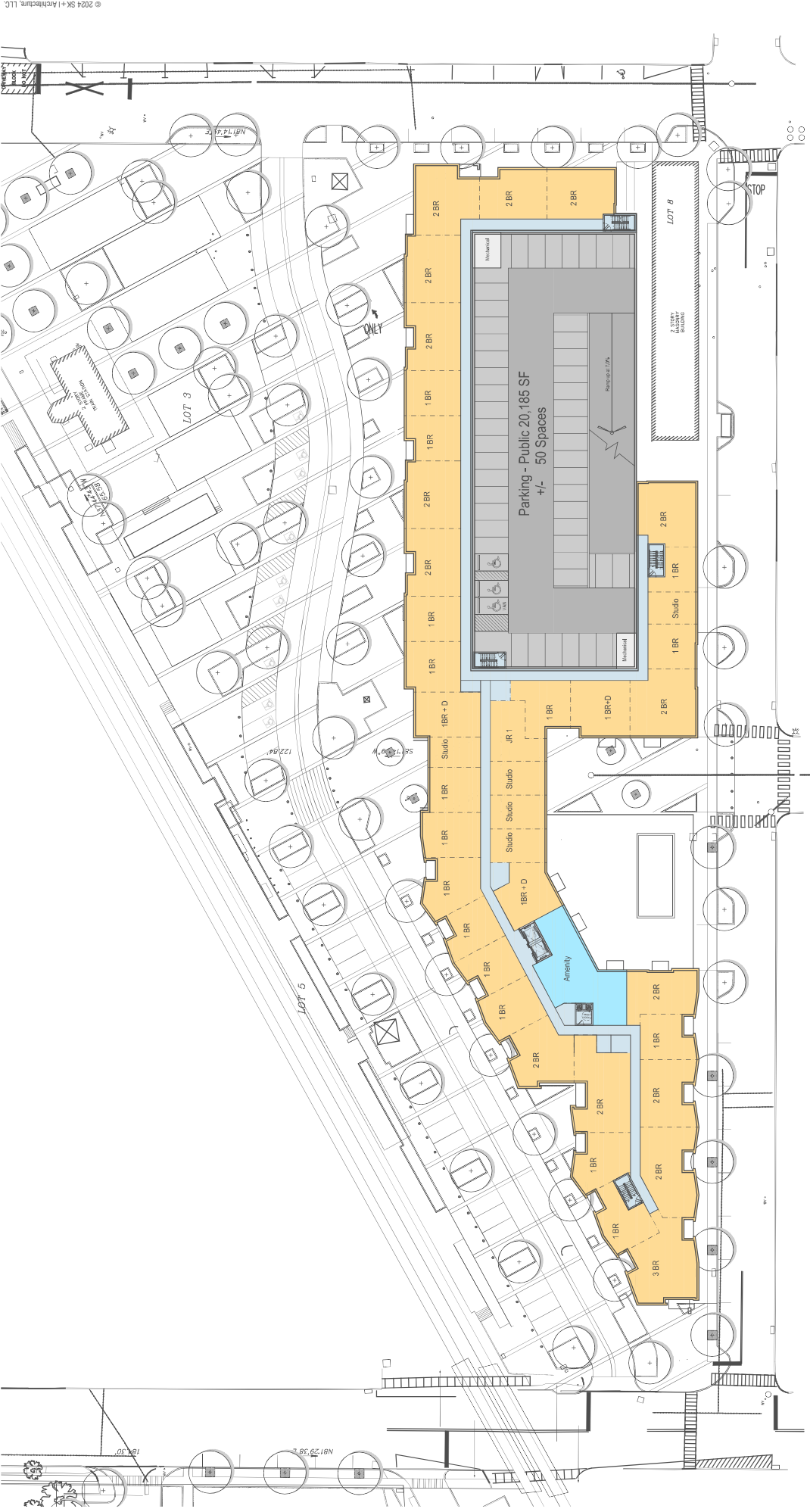
PART 4 OF BOROUGH OF RED BANK 4TH ROUND  
HOUSING ELEMENT AND FAIR SHARE PLAN

**EXHIBIT B**



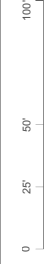
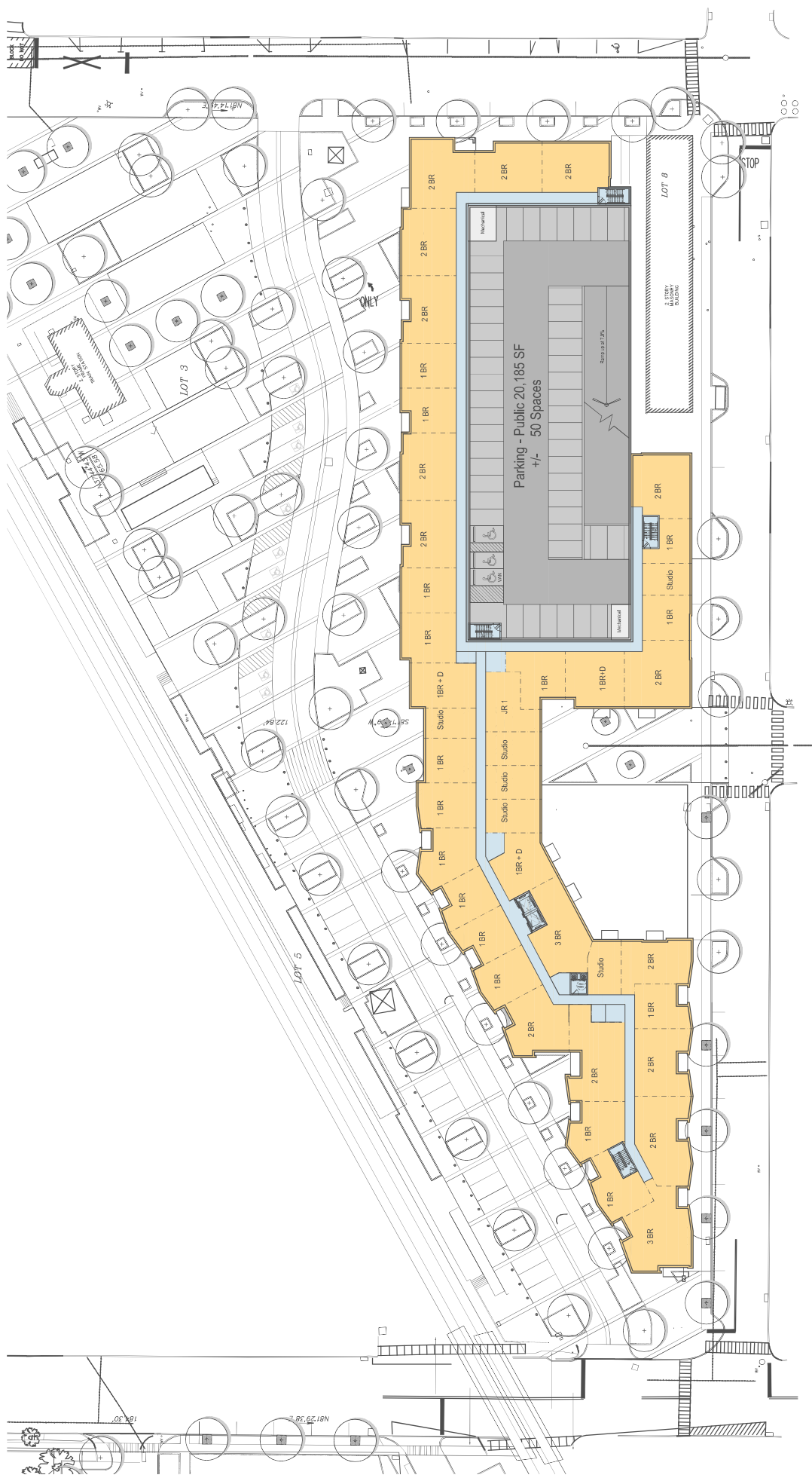
A-02  
April 28, 2025

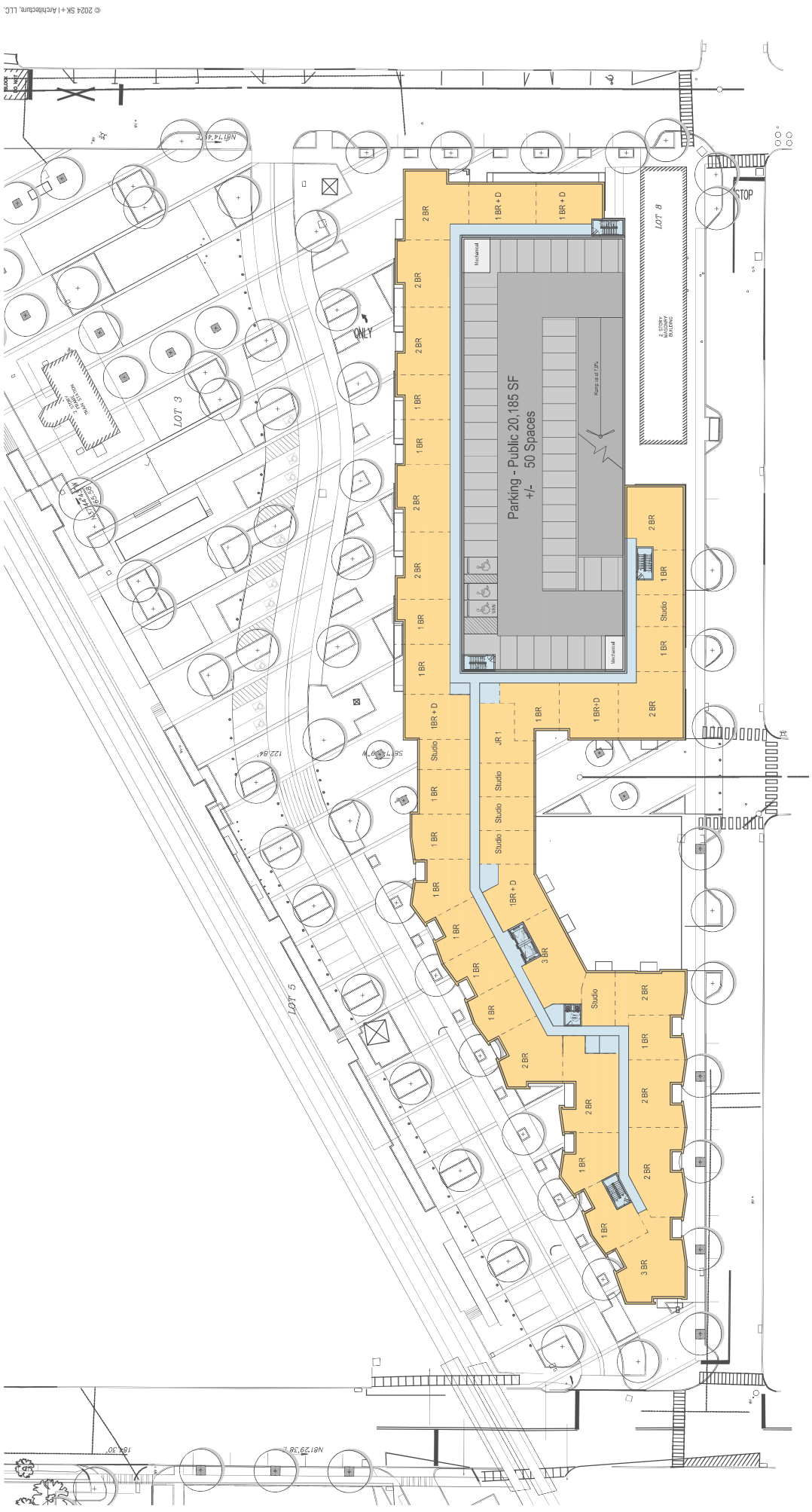
The Rail North and The Rail South  
North Site - 2nd Floor Plan



SK+I  
DENHOLTZ  
PLANNERS

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SK+I ARCHITECTURE	
Project :	The Rail North / The Rail South
Client :	Denholtz Properties
Job #:	DEN03
Date:	05.07.2025

TRAX NORTH

UNIT TYPES	STUDIO		1 BR		1BR+D	2 BR		3 BR		TOTAL
	STUDIO	1BR JR	1BR	2BR JR		2BR	3BR	3BR + Den		
6	0	0	0	0	0	0	0	0	0	0
5	6	1	16	16	5	0	12	2	0	42
4	6	1	16	16	3	0	14	2	0	42
3	5	1	16	16	3	0	14	1	0	40
2	5	1	16	16	3	0	14	1	0	40
1	0	0	8	8	0	0	3	1	0	12
Total	22	4	72	72	14	0	57	7	0	176
%	12.5%	2.3%	40.9%	40.9%	8.0%	0.0%	32.4%	4.0%	0.0%	100%
Total per Type	22		90	90		57		7		176
% per Type	12.5%		51.1%	51.1%		32.4%		4.0%		100%
Avg. unit SF	0	0	0	0	0	0	0	0	0	0

\* Note: Project Residential GSF is calculated by Residential + Amenity + Core + Service

\*\* Note: Efficiency is total Resi net into Resi GSF and is assumed at 85%

\*\*\* Note: All GSF and NSF includes exterior skin in calculation

**Borough of Red Bank – Fourth Round Housing Plan Element & Fair Share Plan**

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**APPENDIX E-7**

Affordable Housing Plan and MOU – THRIVE Red Bank



## MEMORANDUM OF UNDERSTANDING & INTENT

### SECTION I - BACKGROUND AND INTENT

\_\_\_\_\_ (hereinafter "**SSP**") with offices located at \_\_\_\_\_, agrees on this \_\_\_\_ day of \_\_\_\_\_, 2023 to assist **THRIVE RD, LLC** (hereinafter "**HP**") with offices located at 68 White Street, 7228, Red Bank, NJ 07701-1656 to provide access to supportive services (as defined in Section II) to the population residing at Thrive, Shrewsbury Avenue, Red Bank (the "**Property**") and to market these five (5) set aside apartments to the targeted population.

**WHEREAS**, the purpose of this Memorandum of Understanding ("**MOU**") is to lay out the intent of the parties to this MOU and to encourage complete cooperation between the HP and the SSP. Prior to obtaining a Certificate of Occupancy, a more comprehensive agreement between the parties will be memorialized to further detail all terms and conditions;

**WHEREAS**, the targeted population is households defined as Developmentally Disabled, per the New Jersey Department Division of Developmental Disabilities (the "**Residents**");

**WHEREAS**, the HP will make available the set aside units of affordable low-income housing to consumers of supportive services who are also able to live independently with supportive services, but who do not require any type of supervised living setting;

**WHEREAS**, the SSP agrees, contingent upon the project reaching completion, to enter into an agreement to provide supportive services to these Residents and SSP confirms it has trained and experienced staff who will work with the Residents;

**WHEREAS**, the parties to this MOU have agreed to work cooperatively as a team to meet the needs of these Residents and understand the critical level of communication that it is needed to make this Property extremely successful;

**NOW, THEREFORE** the following represents the understanding of both parties to this MOU regarding their respective roles and responsibilities and both parties agree, therefore, that it is in the best interests of all concerned to enter into this MOU which will be memorialized in the final agreement.

### SECTION II - DESCRIPTION OF SSP SERVICES

Scope of Services: In accordance with the Supportive Services Plan (attached hereto as **Exhibit A**), SSP will employ and supervise a trained individual to be dedicated to the Property for a minimum of 10 hours per week (the "**Service Coordinator**"). That Service Coordinator will be paid by SSP, and will be funded by HP as part of the operating budget. The funding amount for the Service Coordinator is established in an addendum to this MOU as agreed upon by both parties. The Service Coordinator will be responsible for coordinating the delivery of the following services:

- A. Provide community and social service linkages to Residents upon request or as needed;
- B. Assist in developing screening criteria for tenant eligibility and occupancy;
- C. Assist in identifying and referring low-income persons in need of affordable, independent housing to HP's Property Manager;



- D. Assist HP's Property Manager in screening all potential tenants, specifically assessing tenants' ability to live independently;
- E. Perform the following program of support services functions:
  - 1. Provide case management services, which may include linkages to:
    - a) Mental health and physical counseling and services;
    - b) Rehabilitation, vocational and employment assistance;
    - c) General wellness, health and dental services;
    - d) Income support benefits; and
    - e) Substance abuse (alcohol, drugs) treatment.
  - 2. Conduct an initial needs assessment and develop an individual independent living strategy for each Resident, including quarterly evaluation and update of the independent living strategy as the needs of the Resident changes.
  - 3. Refer Residents, when needed or upon request by either HP or Resident, to treatment services or other needed social services.
  - 4. Provide crisis intervention as needed and when requested by HP's Property Manager, or provide consultation in the management of disputes or differences between Residents and the Property.
  - 5. Assist Residents in household disputes and in conflict resolution.
  - 6. Assist Residents in understanding their rights and responsibilities under the apartment lease. This includes the explanation of the eviction and appeal process.
- F. Provide the following administrative services:
  - 1. Keep all records regarding program support services as required by Federal and State regulations and those of other funding sources.
  - 2. Cooperate with HP in monitoring and/or conducting audits or other reporting requirements with respect to Project regulators, lenders, or investors.
  - 3. Assist in the development of House Rules with the HP.
- G. Upon thirty (30) days notification from HP that initial occupancy will begin, or when there are vacancies available for the targeted populations, SSP will perform the following marketing tasks:
  - 1. Immediately communicate apartment availability to SSP to determine if any existing clients are suitable for the unit(s);
  - 2. If no potential residents exist at this point in time, SSP shall inform the New Jersey Department of Human Services, Division of Developmental Disabilities of the availability of said unit(s).
  - 3. Inform other government and not-for-profit entities (including County Comprehensive Emergency Assistance Committees, other agency information

sharing meetings, as applicable) by providing information about the location, size, rental amounts and the contact information for the SSP;

The SSP is responsible for referring a qualified tenant within thirty (30) days of initial notice by HP. It is further understood by the parties that, should there be no appropriate referrals at the time of the vacancy, the HP can rent the apartment to the next individual on the Property's regular waiting list. However, the next available unit must then be offered to the next appropriate qualified individual on the SSP referral list for their specific population until all of the set-aside units are filled and maintained for the term of the affordability controls.

### **SECTION III- DESCRIPTION OF THE ROLES AND RESPONSIBILITIES OF THE HP**

HP is the owner of the Property and will be responsible for property management and overseeing the ongoing duties of leasing, repair, maintenance, management and operation of the Property. HP will contract with \_\_\_\_\_ ("**Property Manager**") to provide activities and adopt the responsibilities outlined in the Property's Management Plan.

HP will be directly responsible for the following:

- A. Ensure that all regulatory and funding requirements are met;
- B. Prepare all budgets and cost estimates related to the Property;
- C. Arrange for all required liability and property insurance for the Property;
- D. Pay all taxes associated with the Property; and
- E. Oversee the contract and duties of the Property Manager.

### **SECTION IV- DESCRIPTION OF THE ROLES AND RESPONSIBILITIES OF THE PROPERTY MANAGER**

In accordance with the Support Services and Property Management Plans, Property Manager will provide the following property management services:

- A. Determine eligibility of tenants;
- B. Pay project bills;
- C. Provide monthly financial reports and any other required information to the HP for regulatory, lending, and funding agencies;
- D. Maintain a fully leased building with the assistance with SSP;
- E. Carry out rent collections and administration;
- F. Oversee tenant relations with respect to the following:
  - 1. Notices
  - 2. Evictions
  - 3. Enforcement of house rules, policies and procedures;

4. Provide building and equipment maintenance and repair;
5. Provide janitorial services (common areas only); and\
6. Manage capital improvements including acquisition and maintenance of building-wide common areas and common area furnishings.

The HP and Property Manager will enter into a property management agreement, which governs these activities.

## **SECTION V- GENERAL TERMS**

- A. This MOU is dependent upon Project completion. It is understood by both the HP and the SSP that any marketing and services provided are in conjunction with the full funding, development and completion of the residential housing development. If, for any reason, the Project is not completed, neither party will be responsible for meeting the obligations of this MOU.
- B. Terms: This MOU is effective as of the last date recorded on the signature page of this MOU between the parties and will automatically be renewed on an annual basis with the same terms and conditions unless amended by the parties or terminated under the termination section as outlined below.
- C. Fees/Costs: It is also understood that all services provided by the SSP to the Residents are to be provided at no cost to the HP and that these services are an extension of the SSP mission to empower the targeted population to lead more productive lives.
- D. Termination: Either party may terminate this MOU by giving the other party three (3) months prior written notice. However, it will be the responsibility of both the HP and SSP, to find a new service provider, with the understanding that this MOU will not terminate until such time as a replacement provider is found and established under a new contract. The party wishing to terminate this MOU for cause must provide written intent to terminate notice to the party in breach or default. The notice will provide thirty (30) for the party in breach or default to respond to said notice with an acceptable plan to cure the cause for termination. Under these circumstances, the termination of this MOU will not be effective until a replacement service provider is found and established under contract.
- E. Confidentiality: The HP and the SSP agree that by virtue of entering into this MOU they will have access to certain confidential information regarding the other party's operations related to this Project. The HP and the Property Manager agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this MOU or required by law. Unauthorized disclosure of confidential information shall be considered a breach of this MOU. Where appropriate, Resident releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment and in accordance with The Health Insurance Portability and Accountability Act ("HIPAA").
- F. Amendments: This MOU may be amended only in writing and authorized by the designated representatives of the parties.

**IN WITNESS WHEREOF**, this MOU is executed as of the date first set forth above.

Housing Provider (HP)

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

\_\_\_\_\_, \_\_\_\_\_  
Name: Title

Social Services Provider (SSP)

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

\_\_\_\_\_, \_\_\_\_\_  
Name: Title

## ADDENDUM TO MEMORANDUM OF UNDERSTANDING

\_\_\_\_\_(SSP) and \_\_\_\_\_(HP) for  
\_\_\_\_\_(Project), on \_\_\_\_\_day of \_\_\_\_\_, 2023;

The parties above hereby agree that the cost for the Social Services Coordinator for the program shall be \$\_\_\_\_\_/year for the first full year of operations, and evaluated on an annual basis within the scope of the operating agreement.

Housing Provider (HP)

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

\_\_\_\_\_, \_\_\_\_\_  
Name: Title

Social Services Provider (SSP)

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

\_\_\_\_\_, \_\_\_\_\_  
Name: Title

