

# Housing Element & Fair Share Plan

*Township of Monroe*

**DATE: July 10, 2018**

Adopted by the Planning Board:

Endorsed by the Council:



# Housing Element & Fair Share Plan

## Township of Monroe

Gloucester County, New Jersey

Prepared by:

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Marcia Shiffman, PP, AICP, LLA

NJ License #33LI002428

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J. Timothy Kernan, PE, PP, CME

NJ License #33LI005400



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

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## I. INTRODUCTION

According to the Fair Housing Act of 1985, a Housing Plan Element shall be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low and moderate-income housing.

This is the Township of Monroe's Housing Element and Fair Share Plan (hereinafter "HEFSP") for the period between 1987 and 2025. On March 10, 2015, the Supreme Court ruled that the New Jersey Council on Affordable Housing (hereinafter "COAH") has failed to act and as a result, the Courts will be assuming jurisdiction over the Fair Housing Act. The Order divides municipalities into one of three categories – those that achieved Third Round Substantive Certification, those that filed or petitioned COAH and those that had never participated in the COAH process.

For a municipality like Monroe that petitioned or "participated" in 2008, the Order allows "participating" towns to file a Declaratory Judgment during a 30-day window to alert the Court that the Town wishes to comply with its constitutional mandate to provide affordable housing. Monroe filed its Complaint for Declaratory Judgment before the deadline and has subsequently proceeded to prepare a HEFSP after satisfactory completion of negotiation with the Fair Share Housing Center and one intervenor, Temple Properties Inc.

This HEFSP is prepared in accordance with the approved Settlement Agreement between Monroe Township and the Fair Share Housing Center, the approved Consent Agreement between Monroe Township and Summerfields West, LLC, utilizing the Prior Round Rules, as well as the guidance provided in the March 10, 2015 Supreme Court Order. As indicated by the Court Order, each municipality in the State has a three-part obligation:

1. Present Need (Rehabilitation Obligation),
2. Any remaining Prior Round Obligation that has not been addressed, and
3. Third Round Obligation (Gap and Prospective Need).

## AFFORDABLE HOUSING HISTORY

Monroe Township has been active in the affordable housing process for many years. The following table identifies the major dates and actions of the Township to address its affordable housing obligation beginning in 1989 with the Township's adopted HEFSP.

A summary of Monroe Township's historic Affordable Housing timeline follows:

Monroe Township Affordable Housing Actions Timeline	
12/14/1989	Township Planning Board adopted 1989 Housing Element and Fair Share Plan
1/15/1990	Township Council adopted resolution of participation of the HEFSP for COAH

10/28/1993	Township Planning Board readopted the HEFSP
11/8/1993	Township Council adopted resolution of participation of the HEFSP for COAH
3/7/1994	Township Council adopted resolution to achieve certification for its 1987-1999 obligation and amended its petition by filing Motion with COAH
6/1/1994	COAH adopted resolution allowing Township to amend its HEFSP to achieve certification
4/3/1995	Township adopted resolution to petition COAH for substantive certification
4/27/1995	Township Planning Board adopted amended HEFSP
6/2/1995	Township petitioned COAH for certification
12/6/1995	COAH granted the Township Second Round Certification
12/21/2001	COAH extension of Second Round Certification
7/2005	Monroe petitioned COAH for Third Round Plan to remain under COAH jurisdiction
7/25/2005	COAH denied further extension of Second Round Certification
10/10/2007	NJ 322 LLC brought litigation over Monroe. (Block 14301, Lots 56 & 57); NJ 322 LLC litigation GLO-L-1636-07 Fairness Hearing held
12/31/2008	Monroe re-petitioned COAH with Amended HEFSP (Resolution # 260-2008)
3/3/2009	COAH declared HEFSP petition complete
4/14/2009	Monroe withdrew from COAH (Resolution #120-2009)
8/10/2009	Monroe/ NJ 322 LLC Settlement Agreement
8/16/2009	Court Masters Report re: NJ 322 LLC v. Monroe (Scotland Commons)
8/19/2010	Judge Rafferty Court Order – Settlement Agreement Complied with Third Round. GLC-L-000675-09-P.W., Blaze Mill Development Group LLC Final Judgment and Compliance Report
8/8/2012	Township and Blaze Mill Agreement, (maximum 250 units, in-lieu payment for 56 off-site affordable units @ 22.4% set-aside
12/14/2012	Court Master Report re Blaze Mill Amended Settlement
7/15/2013	Blaze Mill Development Group, LLC v. Township of Monroe Final Judgment of Compliance and Repose and Order Approving Settlement Agreement
7/4/2015	Monroe files Declaratory Judgement documentation with Court
09/4/2015	Court Order granting temporary immunity from Mt. Laurel lawsuits
12/18/2015	Court Order extending compliance period to March 31, 2016
3/28/2016	Court Order compliance period to June 30, 2016
3/16/2017	NJ Pinelands Commission approved Monroe Affordable Housing Ordinance 0:08-2017 amending Section 175-89
7/8/2016	Court extends submission date to September 15, 2016 and immunity to November 1, 2016

1/17/2018	Settlement Agreements with FSHC and Summerfields West fully executed.
1/30/2018	Fairness Hearing Held- Final Court Approving Settlement
2/23/2018	Court extends deadline for objections to March 10, 2018
3/26/2018	Township Council adopts Market to Affordable Housing Program
5/3/2018	Court Order issued approving FSHC Settlement Agreement and Developers Intervenor (Summerfields West) Consent Agreement

## MUNICIPAL SUMMARY

The Township of Monroe is in the northeastern section of Gloucester County in southern New Jersey. It is bordered by Camden County and Winslow Township to the north, Washington Township to the west, Franklin Township, Clayton Borough and Glassboro Borough to the south, and Buena Vista Township and Folsom Borough are in Atlantic County, to the east. The Township is situated between NJ State Highway Route 55 and the Atlantic City Expressway with access to the Atlantic City Expressway at Exit 38. US Highway Route 322, also known as the Black Horse Pike, traverses the mid-section of the Township and continues southward to Atlantic City.

Monroe is the second largest municipality in Gloucester County encompassing 46.9 square miles. It is located southwest of the Wharton State Forest and includes part of the Winslow Fish and Wildlife Management Area within its boundaries. The Pinelands Management Area covers about two-thirds of the Township.

According to the 2005 Open Space and Recreation Plan, Monroe Township has 4,540 acres preserved through the Green Acres Program, 294 acres preserved by Gloucester County Fish and Wildlife, 128 acres as Gloucester County Scotland Run Park, and 142 acres in Township recreative and conservation. About 20% of the Township covers identified wetlands, water and barren lands<sup>1</sup>.

As described in the 2004 Master Plan, "Monroe Township contains a diverse land use pattern, containing older, well-established neighborhoods, recently developed suburban area, rural areas, productive agriculture areas and extensive woodland and wetland areas. Significant commercial development exists along the Black Horse Pike."<sup>2</sup>

Between 2000 and 2010, Monroe's population increased by over 25% from 28,967 to 36,129<sup>3</sup>. The Delaware Valley Regional Planning Commission (hereinafter "DVRPC"), projects that Monroe Township will grow by an additional 14,028 residents (38.8%) resulting in a total projected

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<sup>1</sup> Open Space and Recreation Plan, Monroe Township, Gloucester County, New Jersey, January 2005, page 2.

<sup>2</sup> Monroe Township Master Plan 2004 adopted September 2004, page 7.

<sup>3</sup> [www.census.gov](http://www.census.gov)

population of 50,157 by the year 2040<sup>4</sup>. To achieve a residential population of 50,157, Monroe would need to add 468 residents each year between 2010 and 2040. Between 2000 and 2010, the Township added an average of 716 residents per year.

The Fair Share Housing Center (FSHC) Kinsey Report shows Monroe as an Urban Aid municipality based on 2010 -2014 American Community Survey (ACS) data, Monroe qualifies as an Urban Aid municipality, since Monroe's existing housing deficiency (0.01240632) is greater than the region deficiency (0.00792387). Monroe meets one of the three criteria needed to qualify under N.J.A.C. 5:93-2.3(b).

## AFFORDABLE HOUSING OBLIGATION

On May 3, 2018, the Superior Court of New Jersey granted approval to a Settlement Agreement between the Township of Monroe and the Fair Share Housing Center and a Consent Agreement with intervenor Summerfields West, LLC. The Settlement Agreement established the Township's affordable housing obligation. As shown on the following table, the Township's Present Need obligation of 158 units, the Prior Need obligation (1987–1999) of 439 units, the Gap obligation (1999-2015) at 400 units and the Township's Prospective Need obligation at 0 units.

Monroe Township Affordable Housing Obligations	
Rehabilitation Share or Present Need (per Kinsey Report <sup>5</sup> )	158
Prior Round Obligation (pursuant to <u>N.J.A.C. 5:93<sup>6</sup></u> )	439
Gap Period (1999-2015) Present Need <sup>7</sup>	400
Third Round (2015-2025) Prospective Need (per Kinsey Report. <sup>8</sup>	0

The Township has proactively planned affordable housing to meet the needs of its residents and the region. The 2017 FSHC Kinsey Report established that the Township had no Gap or Prospective Need obligation, because the Township was an Urban Aid Municipality. As such, the Township was exempt, under the State rules, from providing affordable housing to meet the

<sup>4</sup> <http://www.dvrpc.org/reports/ADR018-A.pdf>

<sup>5</sup> David N. Kinsey, PhD, PP, FAICP, New Jersey Low and Moderate-Income Housing Obligations For 1999-2025 Calculated Using the NJ COAH Prior Round (1987-1999) Methodology, July 26, 2016.

<sup>6</sup> As determined by COAH.

<sup>7</sup> April 12, 2017 cites 0 credits for Gap Period

<sup>8</sup> April 12, 2017 Kinsey Report.

1999-2025 Third Round Gap/Prospective Need obligation. However, the Present Need and Prior Round Obligations must still be met.

Because the Township has encouraged the construction of affordable housing, there was a surplus of units that far exceeded the Prior Round obligation of 439 units. The executed Settlement Agreement with the Fair Share Housing Center identifies existing and planned affordable housing credits. This also results in surplus affordable housing credits to address future housing needs in the Township.

## GOALS & OBJECTIVES

Monroe has historically addressed its constitutional obligation to create realistic opportunities for low and moderate-income housing. The Township of Monroe is committed to meeting its fair share of the region's low and moderate-income housing needs and has made its best efforts to prepare a realistic, workable plan.

The Township's 2004 Master Plan<sup>9</sup> established specific Housing Plan goals and objectives as follows:

- GOAL: Guide future development and community facilities to meet the needs of the residents of the Township, while ensuring that new development is compatible with existing development without degrading the Township's cultural and natural resources.
- OBJECTIVE: To ensure decent and affordable housing for all present and future residents of the Township, without regard of their economic status by providing for a full range of housing choices that are affordable to low, moderate, middle and upper income households.

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<sup>9</sup> Monroe Township, Master Plan 2004, adopted September 2004, page 34.

# HOUSING ELEMENT

*Township of Monroe*

## II. CONTENT OF HOUSING ELEMENT

The Fair Housing Act requires that “the housing element be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low and moderate-income housing.” As per the New Jersey Municipal Land Use Law, specifically N.J.S.A. 52:27D-310, a housing element must contain at least the following items:

- An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics and type, including the number of units affordable to low and moderate-income households and substandard housing capable of being rehabilitated;
- construction of low and moderate-income housing for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
- An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
- An analysis of the existing jobs and employment characteristics of the municipality, and a projection of the probable future jobs and employment characteristics of the municipality;
- A determination of the municipality's present and prospective fair share for low and moderate-income housing and its capacity to accommodate its housing needs, including its fair share for low and moderate-income housing; and
- A consideration of the lands that are most appropriate for construction of low and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate-income housing.

Additionally, the rules require the following items:

- A map of all sites designated by the municipality to produce low and moderate-income housing and a listing of each site that includes its owner, acreage, lot and block. The owner, acreage, lot and block are included in each site description. The Appendix includes maps for each existing and proposed site.
- The location and capacities of existing and proposed water and sewer lines and facilities relevant to the designated sites.
- Copies of necessary applications for amendments to, or consistency determinations regarding, applicable area-wide water quality management plans (including waste water management plans).

- A copy of the most recently adopted municipal master plan and where required, the immediately preceding, adopted master plan.

### III. MONROE'S POPULATION DEMOGRAPHICS

Monroe Township's population has increased steadily over the past sixty years. Since 1940, the Township's population has increased more than seven times over. The largest population increase occurred between 1970 and 1980, when 7,568 new residents (a 53.8% increase) were added to the municipality. The years between 2000 and 2010 in Monroe have also seen a sizeable population increase of 7,162 persons or a 24.7% increase. The 2015 American Community Survey (hereinafter "ACS") estimates the Township's population at 36,665 residents, an increase of 536 since the 2010 Census. If this trend continues, the 2010 decade will have the slowest population growth. On average, Monroe has added 4,546 new residents every ten years. Since 1940, Monroe's population has increased by over 700% or 31,819 people.

POPULATION GROWTH			
Year	Population	Change	Percent
1940	4,310	---	---
1950	5,531	1,221	28.3%
1960	9,396	3,865	69.9%
1970	14,071	4,675	49.8%
1980	21,639	7,568	53.8%
1990	26,703	5,064	23.4%
2000	28,967	2,264	8.5%
2010	36,129	7,162	24.7%
2015 (est.)	36,665	536	1.5%

Source: <http://lwd.dol.state.nj.us/labor/lpa/census/2kpub/njsdcp3.pdf>, 2010 US Census Table DP-1 and 2015 American Community Survey 5-year Estimates ("ACS") Table DP05

The Delaware Valley Regional Planning Commission projects that the Township will grow to 50,157 residents by the year 2040,<sup>10</sup> an increase of 38.8%.

<sup>10</sup> <http://www.dvrpc.org/reports/ADR018-A.pdf>



PERMANENT POPULATION PROJECTION			
Year	Population	Change	Percent
2000	28,967	---	---
2010	36,129	7,162	24.7%
2015	36,794	665	1.8%
2020	38,688	1,894	5.1%
2025	43,143	4,455	11.5%
2030	47,598	4,455	10.3%
2035	49,492	1,894	4.0%
2040	50,157	665	1.3%
Total Projected Change		14,028	38.8%

Source: DVRPC Population Forecast by County and Municipality 2010-2040;  
2000 and 2010 US Census Table DP-1

## AGE DISTRIBUTION OF POPULATION

The 2015 ACS estimates 14.9% of the population to be 65 years or older. The percentage of children, ages 19 years or younger comprised of 27.3% of the Township's population. The ACS estimated the median age of the Township at 39.8 years old. This is slightly more than a one-year increase from the 2010 Census median age of 38.7.

POPULATION BY AGE COHORT		
Age	Total	Percent
Under 5 years	1,844	5.0%
5 to 9 years	2,725	7.4%
10 to 14 years	2,785	7.6%
15 to 19 years	2,656	7.2%
20 to 24 years	1,926	5.2%
25 to 34 years	3,769	10.3%
35 to 44 years	5,295	14.4%
45 to 54 years	5,756	15.7%
55 to 59 years	2,234	6.1%
60 to 64 years	2,252	6.1%
65 to 74 years	3,110	8.5%
75 to 84 years	1,634	4.5%
85 years and over	715	1.9%
Total	36,701	100.0%

Source: 2015 ACS Table DP05

## HOUSEHOLD SIZE & TYPE

According to the 2015 ACS estimates, Monroe has 13,154 households consisting of 9,782 family households and 3,372 non-family households. 7,275, or 55.3%, family households were husband-wife families and 43.2% of those had children under the age of 18. Non-family households include persons living alone or a householder who is not related to any of the other persons sharing their home. Just over a quarter of households within Monroe Township are non-family households.

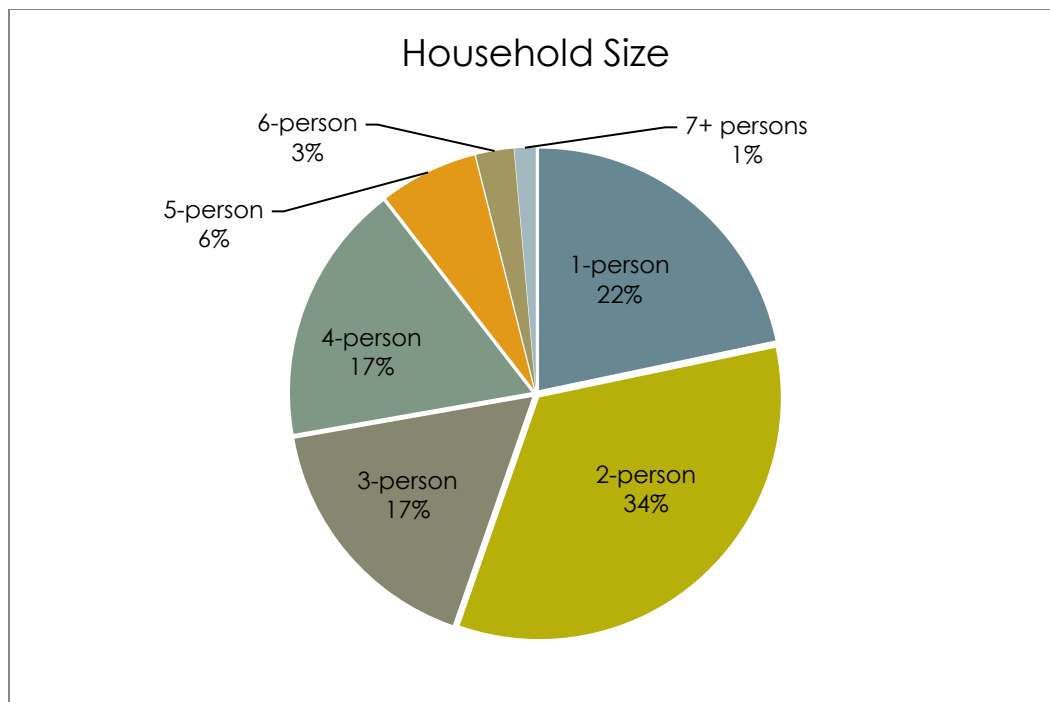
HOUSEHOLD TYPE AND SIZE		
Type	Number	Percent
Family Households	9,782	74.4%
Husband-Wife Family	7,275	55.3%
with children under 18	3,142	23.9%
Male Householder, no wife	742	5.6%
Female Householder, no husband	1,765	13.4%
Non-family Households	3,372	25.6%
Male living alone	1,201	9.1%
Female living alone	1,654	12.6%
Total	13,154	100.0%

Source: 2015 ACS Tables DP02 & B11010

As shown in the table below, the most common household size within Monroe in 2015 was a two-person household, which totaled 33.6% or 4,424 households. Second most common was a one-person household representing 21.7% of all households. Households of more than two persons comprised 44.7% of all households within the Township. The estimated average household size in 2015 was 2.7 persons, which is a marginal decrease since the average household size reported in the 2010 Census of 2.8.

HOUSEHOLD SIZE		
Size	Total	Percent
1-person	2,855	21.7%
2-person	4,424	33.6%
3-person	2,223	16.9%
4-person	2,273	17.3%
5-person	859	6.5%
6-person	333	2.5%
7+ persons	187	1.4%
Total	13,154	100.0%

Source: 2015 ACS Table B25009



## INCOME & POVERTY STATUS

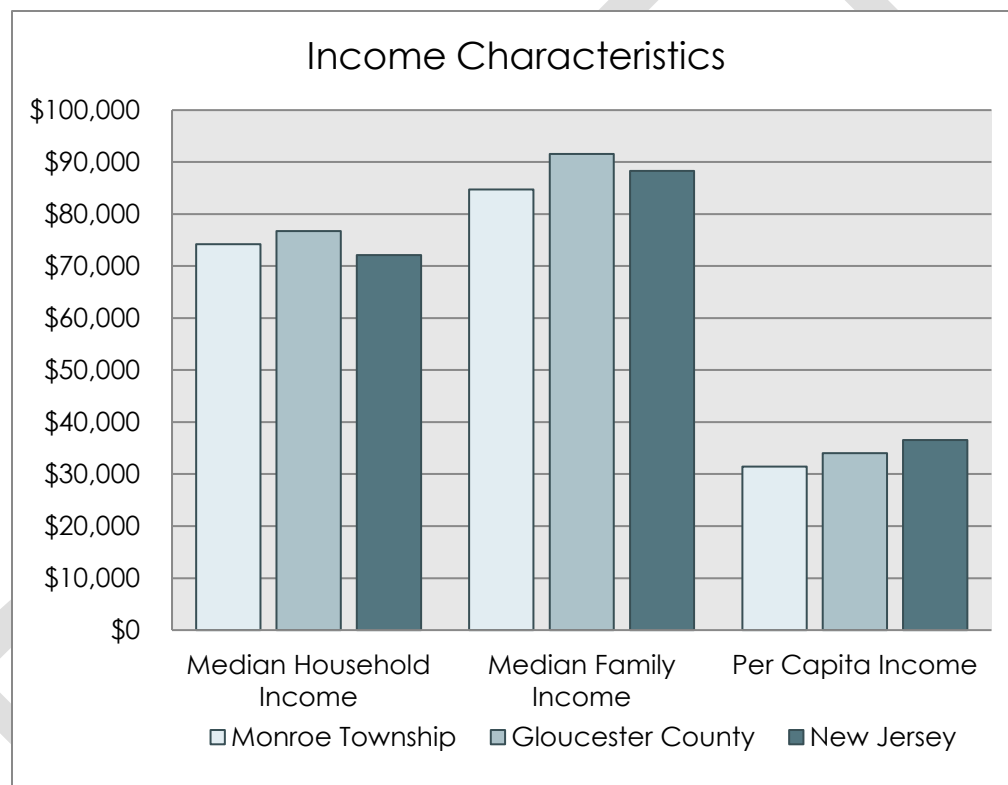
The five-year American Community Survey (ACS) data indicates that the median household income for Monroe was \$74,212 in 2015. This is \$2,515 lower than Gloucester County's median household income and slightly more than \$2,100 lower than the State median income. The Township's median family income of \$84,732, which is almost \$7,000 less than the County's median family income and more than \$3,600 less than the State's.

Per capita income for Monroe Township is estimated to be \$31,425. This is lower than the County's per capita income of \$34,025 and the State's per capita income of \$36,582.

Finally, in reviewing poverty status of both people and families, Monroe fares better than the State and County, though the Township has the same family poverty rate as Gloucester County. The ACS estimates that Monroe had a "people" poverty status of 7.1% and a family poverty status of 5.5%.

INCOME CHARACTERISTICS			
Income Type	Monroe Township	Gloucester County	New Jersey
Median Household Income	\$74,212	\$76,727	\$72,093
Median Family Income	\$84,732	\$91,552	\$88,335
Per Capita Income	\$31,425	\$34,025	\$36,582
Poverty Status (Percent of People)	7.1%	8.1%	10.8%
Poverty Status (Percent of Families)	5.5%	5.5%	8.2%

Source: 2015 ACS Table DP03



Monroe's household income data is sourced from the ACS five-year estimates. In 2015, a plurality of households earned between \$100,000 and 149,999. 67.0% of Monroe's households earn less than \$100,000 per year, whereas 33.0% of households earn more than \$100,000. In Gloucester County, 36.8% of households earn more than \$100,000 whereas over 63% of

households earn less than \$100,000. These figures are near the figures for the State of New Jersey as a whole<sup>1112</sup>.

HOUSEHOLD INCOME						
	Monroe Township		Gloucester County		New Jersey	
	Total	Percent	Total	Percent	Total	Percent
Less than \$10,000	505	3.8%	3,918	3.8%	175,687	5.5%
\$10,000 to \$14,999	449	3.4%	3,300	3.2%	120,837	3.8%
\$15,000 to \$24,999	1,017	7.7%	7,707	7.4%	259,935	8.1%
\$25,000 to \$34,999	903	6.9%	7,505	7.2%	247,533	7.8%
\$35,000 to \$49,999	1,528	11.6%	10,845	10.4%	336,106	10.5%
\$50,000 to \$74,999	2,257	17.2%	17,798	17.1%	504,991	15.8%
\$75,000 to \$99,999	2,153	16.4%	14,778	14.2%	399,593	12.5%
\$100,000 to \$149,999	2,720	20.7%	21,415	20.5%	547,517	17.2%
\$150,000 to \$199,999	996	7.6%	10,024	9.6%	276,465	8.7%
\$200,000 or more	626	4.8%	6,978	6.7%	320,822	10.1%
Total	13,154	100.0%	104,268	100.0%	3,189,486	100.0%

Source: 2015 ACS Table DP03

#### IV. MONROE'S HOUSING DEMOGRAPHICS

The 2015 ACS estimates provide a picture of Monroe's housing conditions.

#### HOUSING TYPE

According to the 2015 ACS, there are 14,065 housing units in Monroe Township. The Township's housing stock includes single-family detached, single-family attached (i.e. townhomes), multi-family dwellings and mobile homes, and "other" (i.e. boats, RVs). Single-family detached dwellings total 10,456 or 74.3% of the Township's housing stock. Single-family attached houses comprised 870 units or 6.2% of Monroe's housing stock. As the chart on the following page indicates, two unit dwellings comprised 2.5% of the housing stock, while 20 or more unit buildings totaled 3.0%. <sup>13</sup> Mobile homes totaled 1,238 units or 8.8% of the housing stock.

<sup>11</sup> Note that the number of households in the next table is different the number accounted for in the Decennial Census due to methodological differences.

<sup>12</sup> The percentages cited here may not add to 100% due to rounding.

<sup>13</sup> Note that the number of units accounted for in the next two charts is different due to differences in methodology for performing Census tabulations and ACS estimations.

HOUSING TYPE BY UNITS IN STRUCTURE		
Unit Type	Number of Units	Percent
1, Detached	10,456	74.3%
1, Attached	870	6.2%
2	347	2.5%
3 or 4	200	1.4%
5 to 9	212	1.5%
10 to 19	307	2.2%
20 or more	420	3.0%
Mobile Home	1,238	8.8%
Other	15	0.1%
<b>Total</b>	<b>14,065</b>	<b>100.0%</b>

Source: 2015 ACS Table DP04

## OCCUPANCY STATUS

According to the 2015 ACS, occupied units total 13,154 units or 93.5% of the Township's housing stock. Of the occupied units, 83.0% are owner occupied and 17.0% are renter occupied. In 2015, the Township has 911 vacant housing units. A plurality of these are in the "other" vacant category (41.5%). Almost half (47%) of the vacant units are either for sale (27.0%) or for rent (22.0%). In 2010 Monroe's housing vacancy rate was 4.3%. See the table below for additional details.

OCCUPANCY STATUS		
	Households	Percent
<b>Occupied Total</b>	<b>13,154</b>	<b>93.5%</b>
Owner Occupied	10,918	83.0%
Renter Occupied	2,236	17.0%
<b>Vacant Total</b>	<b>911</b>	<b>6.5%</b>
For rent	200	22.0%
Rented, not occupied	0	0.0%
For Sale	246	27.0%
Sold, not occupied	87	9.5%
Seasonal	0	0.0%
Other	378	41.5%
<b>Total</b>	<b>14,065</b>	<b>100.0%</b>

Source: 2015 ACS Tables DP04 & B25004

The 2015 ACS does not give overall average household and family sizes. However, the average owner-occupied household size is 2.88 persons while renter-occupied households at 2.23 persons.

## VALUE & RENT OF HOUSING STOCK

According to the 2015 ACS, of the 10,918 owner-occupied housing units, a total of 8,532 homes or 78.1% of the total are valued under \$299,999. Nearly half of the units (49.1%) are estimated to be worth less than \$199,999. 1.7% of the Township's owner-occupied homes are estimated to be worth \$500,000 or more, whereas homes worth between \$300,000 and \$499,999 constitute 20.2% of owner-occupied units.

VALUE OF OWNER OCCUPIED UNITS		
Value	Number of Units	Percent
Less than \$199,999	5,365	49.1%
\$200,000 to \$299,999	3,167	29.0%
\$300,000 to \$499,999	2,200	20.2%
\$500,000 to \$999,999	118	1.1%
\$1,000,000 or more	68	0.6%
Total	10,918	100.0%

Source: 2015 ACS Table DP04

The 2015 median estimated rent for the Township is \$1,020. A plurality of the rental units in the Township has gross rents of less than \$1,000 per month (46.7%). Units with gross rents between \$1,000 and \$1,499 per month comprise 29.0% of the Township's total rental units. See the table below for more information.

COST OF RENTALS		
Cost	Number of Units	Percent
Less than \$1,000	1,045	46.7%
\$1,000 to \$1,499	648	29.0%
\$1,500 or more	451	20.2%
No cash rent	92	4.1%
Total	2,236	100.0%
Median (in dollars)	\$1,020	

Source: 2015 ACS Table DP04

## CONDITION OF HOUSING STOCK

The Census does not classify housing units as standard or substandard, but it can provide an estimate of the substandard housing units that are occupied by low and moderate-income households. The Appellate Division upheld COAH's use of three indicators to determine substandard housing in the State. Those three indicators are houses built before 1959 and which are overcrowded with more than one person per room. The second indicator is homes lacking complete plumbing and the third indicator are homes lacking kitchen facilities.

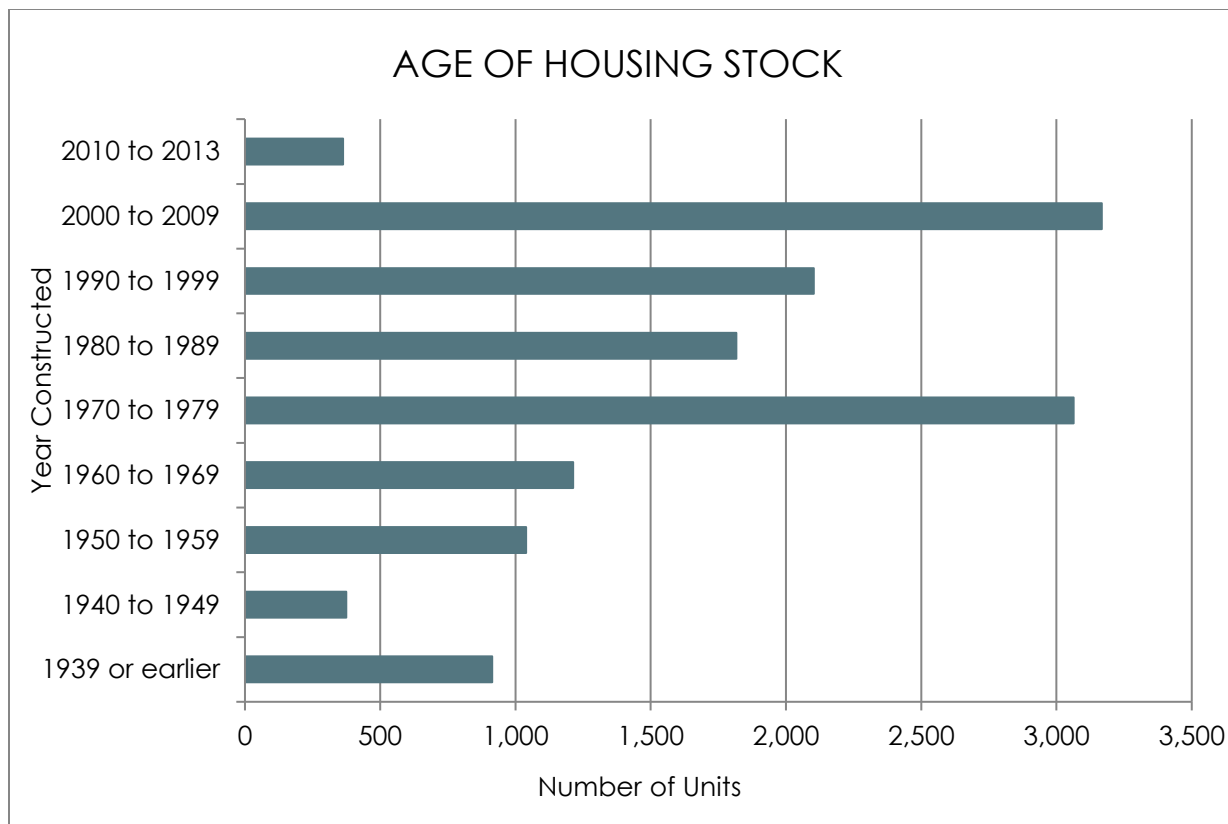
Research has demonstrated that units built 50 or more years ago are much more likely to be in substandard condition. Included in the rehabilitation calculation are overcrowded units and dilapidated housing. Overcrowded units as defined by the U.S. Department of Housing and Urban Development are those with more than one person living per room.

The table below and bar graph on the following page provide the 2015 ACS estimates. 16.5% of Monroe's housing stock was built before 1960. Units built before 1960 are a factor in the determination of each municipality's rehabilitation share. In Monroe, 2,327 units were constructed prior to 1960. The years between 2000 and 2009 produced the Township's largest amount of housing (3,167 units).

AGE OF HOUSING STOCK		
Year Built	Number of Units	Percent
1939 or earlier	914	6.5%
1940 to 1949	374	2.7%
1950 to 1959	1,039	7.4%
1960 to 1969	1,213	8.6%
1970 to 1979	3,063	21.8%
1980 to 1989	1,816	12.9%
1990 to 1999	2,103	15.0%
2000 to 2009	3,167	22.5%
2010 to 2013	363	2.6%
2014 or later	13	0.1%
Total	14,065	100.0%

Source: 2015 ACS Table DP04





According to the ACS estimates, 108 (0.8%) units lack complete plumbing while 139 (1.1%) units lack complete kitchen facilities. No homes within the Township lack adequate heat.

CONDITION OF HOUSING STOCK		
Fuel Type	Number of Units	Percent
Lack of complete plumbing	108	0.8%
Lack of complete kitchen	139	1.1%
Lack of adequate heat	0	0.0%
Total	13,146	1.9%

Source: 2015 ACS Table DP04

Housing with 1.01 or more persons per room is an index of overcrowding. In 2015, the Township contained an estimated 13,154 occupied units. The vast majority (98.7%) of occupied housing units had 1.00 or less occupants per room, while 1.4% of units have rates of 1.01 per room or higher. According to the ACS estimate, 102 overcrowded units were built prior to 1950<sup>14</sup>.

<sup>14</sup> 2015 ACS Table B25050 used to calculate this number.

OCCUPANTS PER ROOM		
Occupants	Number of Units	Percent
1.00 or less	12,979	98.7%
1.01 to 1.50	102	0.8%
1.51 or more	73	0.6%
Total	13,154	100.0%

Source: 2015 ACS Table DP04

## V. MONROE'S EMPLOYMENT DEMOGRAPHICS

Many changes have occurred in the economy between the 2000 and 2010 Census. The stock market crash in 2008 led to many companies either failing or laying off hundreds of workers. Unfortunately, little data regarding employment has been released for the 2010 Census; therefore, 2015 five-year ACS estimates had to be relied upon. Other sources are cited where the information is available.

In 2015, the ACS estimates that Monroe had 19,575 residents in the labor force. Of those 16 years and older, 89.4% or 17,491 persons were employed and a total of 2,084 persons were unemployed.

The majority of workers within the Township were private wage and salary workers in 2015. 13,706 or 70.0% of those employed over age 16 fell into this category. 16.0% of workers were government employees and 648 or 3.3% were self-employed. The ACS estimates that 12 workers over the age of 16 were unpaid family workers.

CLASS OF WORKER		
Class of Worker	Number of Workers	Percent
Private wage and salary workers	13,706	70.0%
Government workers	3,125	16.0%
Self-employed workers	648	3.3%
Unpaid family workers	12	0.1%
Total employed residents	17,491	89.4%
Total unemployed residents	2,084	10.6%
Total residents in workforce	19,575	100.0%

Source: 2015 ACS Table DP03

## OCCUPATIONAL CHARACTERISTICS

In 2015, the ACS estimates that 39.45% of the Township's residents were employed in management, professional, science or arts occupations. 2,645 residents or 15.1% are employed in the service industry and 25.5% of those employed are in sales and office professions. 1,642 or 9.4% of residents are employed in the construction, extraction or maintenance field.

EMPLOYED CIVILIAN POPULATION BY OCCUPATION (AGE 16 YEARS OR OLDER)				
Occupation	Monroe Twp.		Gloucester County	
	Total	Percent	Total	Percent
Management, professional, and related	6,900	39.4%	58,010	41.0%
Service	2,645	15.1%	20,878	14.7%
Sales and office	4,466	25.5%	36,507	25.8%
Natural resources, construction, and maintenance	1,642	9.4%	11,335	8.0%
Production, transportation, and material moving	1,838	10.5%	14,905	10.5%
Total	17,491	100.0%	141,635	100.0%

Source: 2015 ACS Table DP03

## EMPLOYMENT PROJECTIONS

The DVRPC estimates that employment within the Township will grow by 4,111 jobs or 38.8% by 2040.<sup>15</sup>

EMPLOYMENT PROJECTION			
Year	Population	Change	Percent
2010	10,587	--	--
2015	10,782	195	1.8%
2020	11,337	555	5.1%
2025	12,642	1,305	11.5%
2030	13,948	1,306	10.3%
2035	14,503	555	4.0%
2040	14,698	195	1.3%
Total Projected Change		4,111	38.8%

Source: DVRPC Employment Forecast by County and Municipality 2010-2040

<sup>15</sup> <http://www.dvrpc.org/reports/ADR019.pdf>

## IN-PLACE EMPLOYMENT BY INDUSTRY

New Jersey's Department of Labor and Workforce Development is the entity that reports on employment and wages within the State of New Jersey. The latest municipal-level report was completed in 2015. According to the 2015 municipal-level report, there were 5,940 private sector jobs within the Township, which were provided by 600 employers. Note that these are jobs within Monroe – the daytime working population regardless of where the employee lives. Due to concerns of privacy, the NJDLWD does not publish private sector industry employer or employee data that does not meet their publication standards. In order to easily describe information in this report, the number of establishments, number of employees and annual wage data has been recalculated to reflect the numbers given in the report.

EMPLOYMENT BY INDUSTRY SECTOR AND NUMBER OF EMPLOYEES (2015)					
Industry	Establishments		Employees		Annual Wages
	Total	Percent	Total	Percent	
Agriculture	4	0.7%	24	0.5%	\$31,293
Mining	-	-	-	-	-
Construction	108	19.7%	586	11.0%	\$51,206
Manufacturing	27	4.9%	355	6.7%	\$42,428
Wholesale Trade	22	4.0%	190	3.6%	\$40,890
Retail Trade	93	17.0%	1,782	33.4%	\$33,735
Transportation/Warehousing	11	2.0%	243	4.6%	\$27,445
Information	4	0.7%	20	0.4%	\$85,491
Finance/Insurance	14	2.6%	70	1.3%	\$44,191
Real Estate	9	1.6%	58	1.1%	\$48,676
Professional/Technical	51	9.3%	171	3.2%	\$51,937
Management	-	-	-	-	-
Admin/Waste Remediation	-	-	-	-	-
Education	9	1.6%	121	2.3%	\$22,351
Health/Social	50	9.1%	774	14.5%	\$35,175
Arts/Entertainment	-	-	-	-	-
Accommodations/Food	46	8.4%	628	11.8%	\$14,985
Other Services	76	13.9%	278	5.2%	\$29,039
Unclassified	24	4.4%	31	0.6%	\$41,574
Private Sector Total (unadjusted)	600		5,940		\$34,735
Private Sector Total <sup>1</sup>	548	100.0%	5,331	100.0%	\$40,027.73
Local Govt Totals	14	77.8%	1,066	90.6%	\$58,638
Local Govt Education	8	57.1%	790	74.1%	\$58,458

State Govt Totals	2	11.1%	19	1.6%	\$56,561
Federal Govt Total	2	11.1%	91	7.7%	\$64,223
Public Sector Total	18	100.0%	1,176	100.0%	\$59,807.33

Source: NJ Department of Labor and Workforce Development, Employment and Wages, 2015 Annual Report

Note 1: Private sectors totals and averages published by NJDL have been corrected to reflect numbers in the table.

The retail industry had the largest average employment with 7,782 jobs. The health/social industry ranked second with an average of 774 jobs, followed by the accommodations/food sector with 628 jobs on average. The local government education sector provided an average of 790 jobs within the Township in 2015. As a whole, the public sector is estimated to have an average of 1,176 jobs in the Township<sup>16</sup>. See the table on the following page for data on each industry sector.

## TRAVEL TIME TO WORK

In 2015, of Monroe's 16,656 employed residents, 52.2% traveled longer than 30 minutes to get to their place of work. In comparison, 12.6% traveled less than ten minutes to their workplace. See the table on the following page for more details.

COMMUTE TIME		
Travel Time (in minutes)	Number of Workers	Percent
Less than 5	435	2.6%
5 to 9	1,657	9.9%
10 to 14	1,386	8.3%
15 to 19	2,258	13.6%
20 to 24	1,653	9.9%
25 to 29	566	3.4%
30 to 34	1,963	11.8%
35 to 39	777	4.7%
40 to 44	1,478	8.9%
45 to 59	2,625	15.8%
60 to 89	1,294	7.8%
90 or more	564	3.4%
Total	16,656	100.0%

Source: 2015 ACS Table B08303

<sup>16</sup> Note that the public-sector totals as estimated by the ACS and NJ Department of Labor are different. This could be due to the time difference in the estimations (ACS completed between 2011 and 2015 and the Department of Labor's report was released in 2015) or different methodologies used for estimating or tabulating the data.

## VI. PROJECTION OF HOUSING STOCK

As per the MLUL, specifically N.J.S.A. 52:27D-310, a housing element must contain a projection of the municipality's housing stock, including the probable future construction of low and moderate-income housing for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands.

The Department of Community Affairs' Division of Codes and Standards website provides data on Certificates of Occupancy and demolition permits for both residential and non-residential development. Within the Division of Codes and Standards website is the New Jersey Construction Reporter, which contains building permit, certificate of occupancy and demolition data that is submitted by the municipal construction officials within the State each month. The New Jersey Construction Reporter has information dating back to 2000, which can be used to show the Township's historic development trends.

As shown in the table on the following page, 2,582 new homes were built between 2000 and 2015. There were 171 demolitions during the same time period. Therefore, the Township gained a net of 2,411 new housing units during the 16-year period. This was an average of 151 new homes per year. During 2009 and 2010, housing construction fell by about two thirds compared to the average since 2000. 2011 saw new housing construction close to the average, but it was quickly followed by a significant drop in housing construction beginning in 2012. An average of 60 housing units were constructed between 2012 and 2016.

Monroe Township expects that the residential development trend since 2010, will continue throughout the Third Round period. This could translate into housing growth of 1,500 new units from 2016 to 2025. This growth will include the proposed affordable housing projects that address the Township's Third Round obligation, as detailed further in the Fair Share Plan.

HISTORIC TREND OF RESIDENTIAL CERTIFICATES OF OCCUPANCY & DEMOLITION PERMITS

	'00	'01	'02	'03	'04	'05	'06	'07	'08	'09	'10	'11	'12	'13	'14	15	Total
COs Issued	151	228	285	284	187	293	253	162	139	76	64	191	68	80	87	34	2582
Demolitions	2	10	15	19	9	13	13	25	15	9	5	6	6	6	12	6	171
Net Development	149	218	270	265	178	280	240	137	124	67	59	185	62	74	75	28	2411

## VII. CAPACITY FOR FAIR SHARE

This chapter of the HEFSP provides the following information as required by the rules:

Monroe's capacity to accommodate its housing needs.

- A consideration of the lands that are most appropriate for construction of low and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate-income housing.
- Lands of developers who have expressed a commitment to provide low and moderate-income housing.
- The location and capacities of existing and proposed water and sewer lines and facilities relevant to the proposed affordable housing sites.

The ability to accommodate Monroe's present and prospective affordable housing needs is determined by three components: available land, water capacity and sewer capacity.

### LAND CAPACITY

Land development is limited by environmental constraints, such as wetlands, flood plains, easements (conservation, sewer, water, power utility, etc.) parcel size, and land use regulations. Monroe Township conducted a study of the remaining vacant lands and found that there is adequate land that is suitable and available to meet the affordable housing needs of the Township.

### WASTEWATER CAPACITY

The Monroe Municipal Utilities Authority (MMUA) provides sanitary sewerage service to developable areas within Monroe Township, except the section of the Township situated outside of the Pinelands Regional Growth District boundary line. The Gloucester County Utilities Authority (GCUA) receives and treats the wastewater collected from 16 of the 24 municipalities in Gloucester County that constitute the Consolidated Region. In 2012, the Monroe Township Sewer Service Area (SSA) was approved by the New Jersey Department of Environmental Protection (NJDEP).

The GCUA has recently been reviewing their Wastewater Management Plan (WMP), which may result in modifications of the existing SSA in Monroe Township, as well as other municipalities in the Consolidated Region. Individual amendments of the SSA to accommodate future development may also be required on a case-by-case basis.

The Monroe MUA operates and maintains a local wastewater collection system that conveys the sewage to the GCUA conveyance system, from whence it is transported to the GCUA wastewater treatment plant in West Deptford Township. After treatment, the effluent water is discharged to the Delaware River.

The Township provides a local sewerage collection system with sewage being pumped to the GCUA. This sewage flow is treated at the GCUA facility receiving primary and secondary treatment through a biological process which removes more than 95% of the pollutants. The treated effluent is then discharged through a 72-inch diameter pipeline to the Delaware River. The end product of treatment, known as biosolids, is then incinerated on-site by one of GCUA's two existing incinerators.

Monroe is allocated 3.1 +/- million gallons of wastewater per day (mgd) for conveyance to and treatment at the GCUA Plant. The average daily flow to the GCUA Plant over the past two years has been approximately 2.15 +/- mgd. Therefore, about 0.95 mgd of surplus capacity remains to accommodate future development within the Township.<sup>17</sup>

The Monroe Wastewater Service Area Map, adopted in 2012, follows.

## WATER CAPACITY

The Monroe Township public water distribution system is owned and operated by the Monroe Municipal Utilities Authority (MMUA). Wells provide the primary source of water to the Township. There are eight regular production wells presently in service: six that draw water from the Kirkwood-Cohansey Aquifer and two from the Piney Point Aquifer. There are also two aquifer storage and recovery (ASR) wells for use in high demand times that operate from the Potomac-Raritan-Magothy (PRM) Aquifer. In addition to the wells, the MMUA has 6 water storage facilities that provide an overall storage capacity of 8.3 million gallons of water.

The MMUA also has a contractual agreement to purchase water through the Borough of Glassboro. That agreement stipulates limits of 0.492 mgd; 15.25 million gallons per month and 179.58 million gallons per year. In addition, there are emergency purchase agreements in place with the Borough of Clayton and Washington Township, in the rare event demands would exceed the available capacity of the Monroe MUA system.

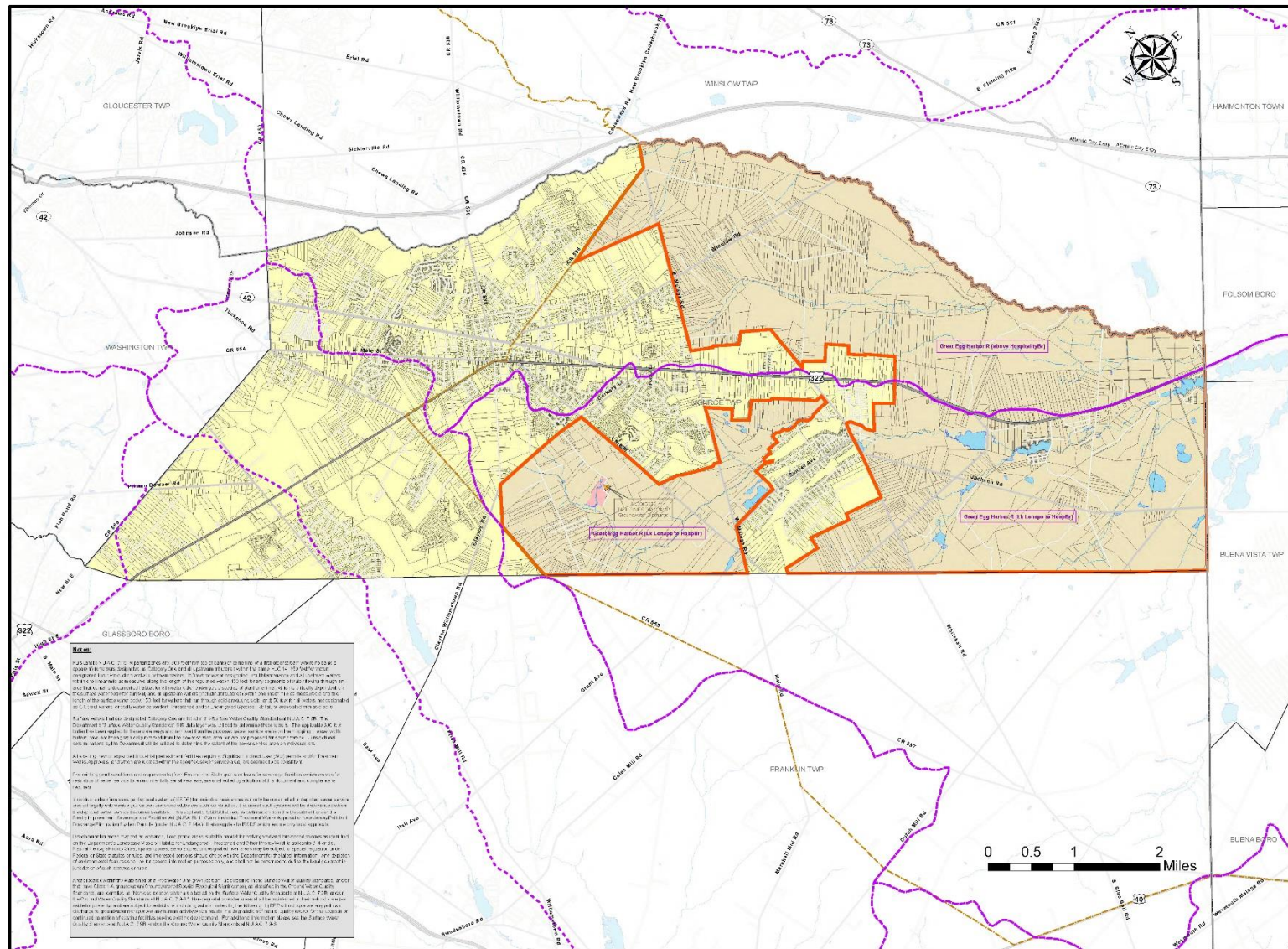
The total current source capacity of the Monroe MUA water system is 9.433 mgd. Assuming the largest well would be out-of-service, the FIRM source capacity is 6.985 mgd. Based on the FIRM source capacity and the peak water demands over the past five years, there is 0.909 +/- mgd surplus capacity available to accommodate future development.

The Monroe MUA current Water Service Area map follows.

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<sup>17</sup> Jim Spratt, MMUA Engineer provided MMUA information via email June 2018.







### Gloucester County Non-Consolidated District Wastewater Management Plan

Map 3  
**MONROE TOWNSHIP  
FUTURE WASTEWATER  
SERVICE AREA MAP**

#### Legend

- County Boundary
- Municipality Boundary
- Firelands Boundary
- Waterland Boundary
- Non-Consolidated District Planning Area in Monroe Township
- Consolidated District Planning Area in Monroe Township
- Waterbody
- NJPDES Groundwater Discharge

#### Future Sewer Service Area

- Groundwater Discharge Individual Permit
- Service Area for Wastewater Facilities with Planning Phase of Less Than 2,500 GPD Which Discharges to Groundwater
- NJPDES Permit Number
- Facility Name
- Waterland Label

Scale: 0 0.5 1 2 Miles



No.	Date	Description
1	08/21/14	Map 3: Monroe Township Future Wastewater Service Area
2		
3		
4		
5		

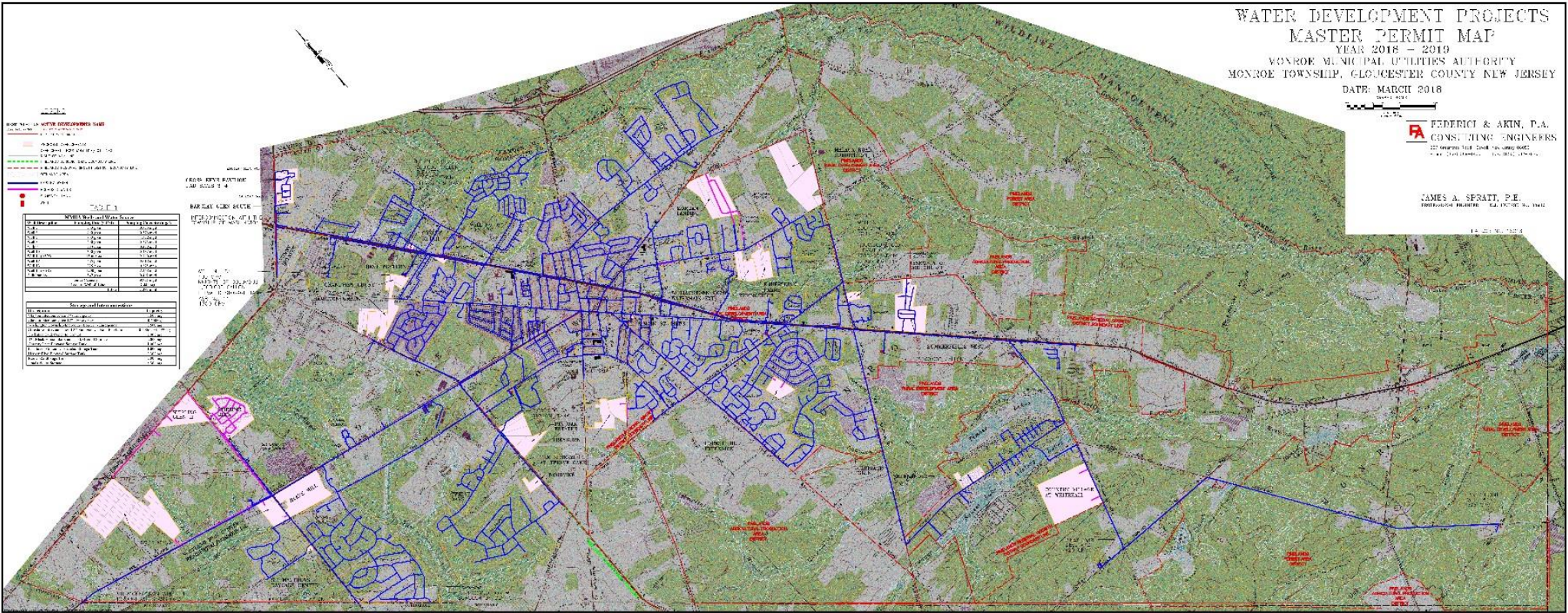
**CHURCHILL**  
Consulting Engineers  
A Professional Corporation  
344 N Route 73, Suite A  
Bedon, NJ 08009  
856-767-6900



# WATER DEVELOPMENT PROJECTS MASTER PERMIT MAP YEAR 2018 - 2019 MONROE MUNICIPAL UTILITIES AUTHORITY MONROE TOWNSHIP, GLoucester COUNTY NEW JERSEY DATE: MARCH 2018

FEDERICI & AKIN, P.A.  
 CONSULTING ENGINEERS  
 122 W. Main Street, Suite 200  
 Marlton, NJ 08053  
 (609) 582-1100

JAMES A. SPATT, P.E.  
 PROFESSIONAL ENGINEER  
 14-001-00000000



**WATER DEVELOPMENT PROJECTS**

Legend:

- Water Main
- Sewer Main
- Water Service Line
- Sewer Service Line
- Water Valve
- Sewer Valve
- Water Meter
- Sewer Meter
- Water Hydrant
- Sewer Hydrant
- Water Main Extension
- Sewer Main Extension
- Water Main Replacement
- Sewer Main Replacement
- Water Main Rehabilitation
- Sewer Main Rehabilitation
- Water Main Relocation
- Sewer Main Relocation
- Water Main Abandonment
- Sewer Main Abandonment
- Water Main Construction
- Sewer Main Construction
- Water Main Repair
- Sewer Main Repair
- Water Main Inspection
- Sewer Main Inspection
- Water Main Cleaning
- Sewer Main Cleaning
- Water Main Testing
- Sewer Main Testing
- Water Main Commissioning
- Sewer Main Commissioning

**TABLE 1**

Line No.	Project Description	Length (ft)	Cost (\$)
1	Water Main Extension	1,200	120,000
2	Sewer Main Extension	1,500	150,000
3	Water Main Replacement	800	80,000
4	Sewer Main Replacement	1,000	100,000
5	Water Main Rehabilitation	1,100	110,000
6	Sewer Main Rehabilitation	1,300	130,000
7	Water Main Relocation	900	90,000
8	Sewer Main Relocation	1,100	110,000
9	Water Main Abandonment	600	60,000
10	Sewer Main Abandonment	800	80,000
11	Water Main Construction	1,400	140,000
12	Sewer Main Construction	1,600	160,000
13	Water Main Repair	700	70,000
14	Sewer Main Repair	900	90,000
15	Water Main Inspection	1,000	100,000
16	Sewer Main Inspection	1,200	120,000
17	Water Main Cleaning	1,100	110,000
18	Sewer Main Cleaning	1,300	130,000
19	Water Main Testing	1,400	140,000
20	Sewer Main Testing	1,600	160,000
21	Water Main Commissioning	1,500	150,000
22	Sewer Main Commissioning	1,700	170,000
23	Water Main Construction	1,800	180,000
24	Sewer Main Construction	2,000	200,000
25	Water Main Repair	900	90,000
26	Sewer Main Repair	1,100	110,000
27	Water Main Inspection	1,200	120,000
28	Sewer Main Inspection	1,400	140,000
29	Water Main Cleaning	1,500	150,000
30	Sewer Main Cleaning	1,700	170,000
31	Water Main Testing	1,800	180,000
32	Sewer Main Testing	2,000	200,000
33	Water Main Commissioning	1,900	190,000
34	Sewer Main Commissioning	2,100	210,000
35	Water Main Construction	2,200	220,000
36	Sewer Main Construction	2,400	240,000
37	Water Main Repair	1,000	100,000
38	Sewer Main Repair	1,200	120,000
39	Water Main Inspection	1,300	130,000
40	Sewer Main Inspection	1,500	150,000
41	Water Main Cleaning	1,600	160,000
42	Sewer Main Cleaning	1,800	180,000
43	Water Main Testing	1,900	190,000
44	Sewer Main Testing	2,100	210,000
45	Water Main Commissioning	2,000	200,000
46	Sewer Main Commissioning	2,200	220,000
47	Water Main Construction	2,300	230,000
48	Sewer Main Construction	2,500	250,000
49	Water Main Repair	1,100	110,000
50	Sewer Main Repair	1,300	130,000
51	Water Main Inspection	1,400	140,000
52	Sewer Main Inspection	1,600	160,000
53	Water Main Cleaning	1,700	170,000
54	Sewer Main Cleaning	1,900	190,000
55	Water Main Testing	2,000	200,000
56	Sewer Main Testing	2,200	220,000
57	Water Main Commissioning	2,100	210,000
58	Sewer Main Commissioning	2,300	230,000
59	Water Main Construction	2,400	240,000
60	Sewer Main Construction	2,600	260,000
61	Water Main Repair	1,200	120,000
62	Sewer Main Repair	1,400	140,000
63	Water Main Inspection	1,500	150,000
64	Sewer Main Inspection	1,700	170,000
65	Water Main Cleaning	1,800	180,000
66	Sewer Main Cleaning	2,000	200,000
67	Water Main Testing	2,100	210,000
68	Sewer Main Testing	2,300	230,000
69	Water Main Commissioning	2,200	220,000
70	Sewer Main Commissioning	2,400	240,000
71	Water Main Construction	2,500	250,000
72	Sewer Main Construction	2,700	270,000
73	Water Main Repair	1,300	130,000
74	Sewer Main Repair	1,500	150,000
75	Water Main Inspection	1,600	160,000
76	Sewer Main Inspection	1,800	180,000
77	Water Main Cleaning	1,900	190,000
78	Sewer Main Cleaning	2,100	210,000
79	Water Main Testing	2,200	220,000
80	Sewer Main Testing	2,400	240,000
81	Water Main Commissioning	2,300	230,000
82	Sewer Main Commissioning	2,500	250,000
83	Water Main Construction	2,600	260,000
84	Sewer Main Construction	2,800	280,000
85	Water Main Repair	1,400	140,000
86	Sewer Main Repair	1,600	160,000
87	Water Main Inspection	1,700	170,000
88	Sewer Main Inspection	1,900	190,000
89	Water Main Cleaning	2,000	200,000
90	Sewer Main Cleaning	2,200	220,000
91	Water Main Testing	2,300	230,000
92	Sewer Main Testing	2,500	250,000
93	Water Main Commissioning	2,400	240,000
94	Sewer Main Commissioning	2,600	260,000
95	Water Main Construction	2,700	270,000
96	Sewer Main Construction	2,900	290,000
97	Water Main Repair	1,500	150,000
98	Sewer Main Repair	1,700	170,000
99	Water Main Inspection	1,800	180,000
100	Sewer Main Inspection	2,000	200,000

## POTENTIAL AFFORDABLE HOUSING DEVELOPMENTS.

The Fair Share Plan includes those developments that are already constructed and provide 434 affordable creditable units and those developments with approved site plan approvals which include 97 affordable units. There are two planned redevelopment areas – Mink Lane/Landfill and Acme Shopping Center - that include affordable housing. In addition, Catholic Charities is planning a 76 unit age-restricted affordable housing development. The Township has also entered into two Settlement Agreements - Blaze Mill with 56 affordable units which are funded through a Market to Affordable Program and Summerfields West, LLC/Friendly Village MHP, LLC (a.k.a. Temple Properties) with 37 affordable mobile home units to be phased in at Friendly Village Mobile Home Park.

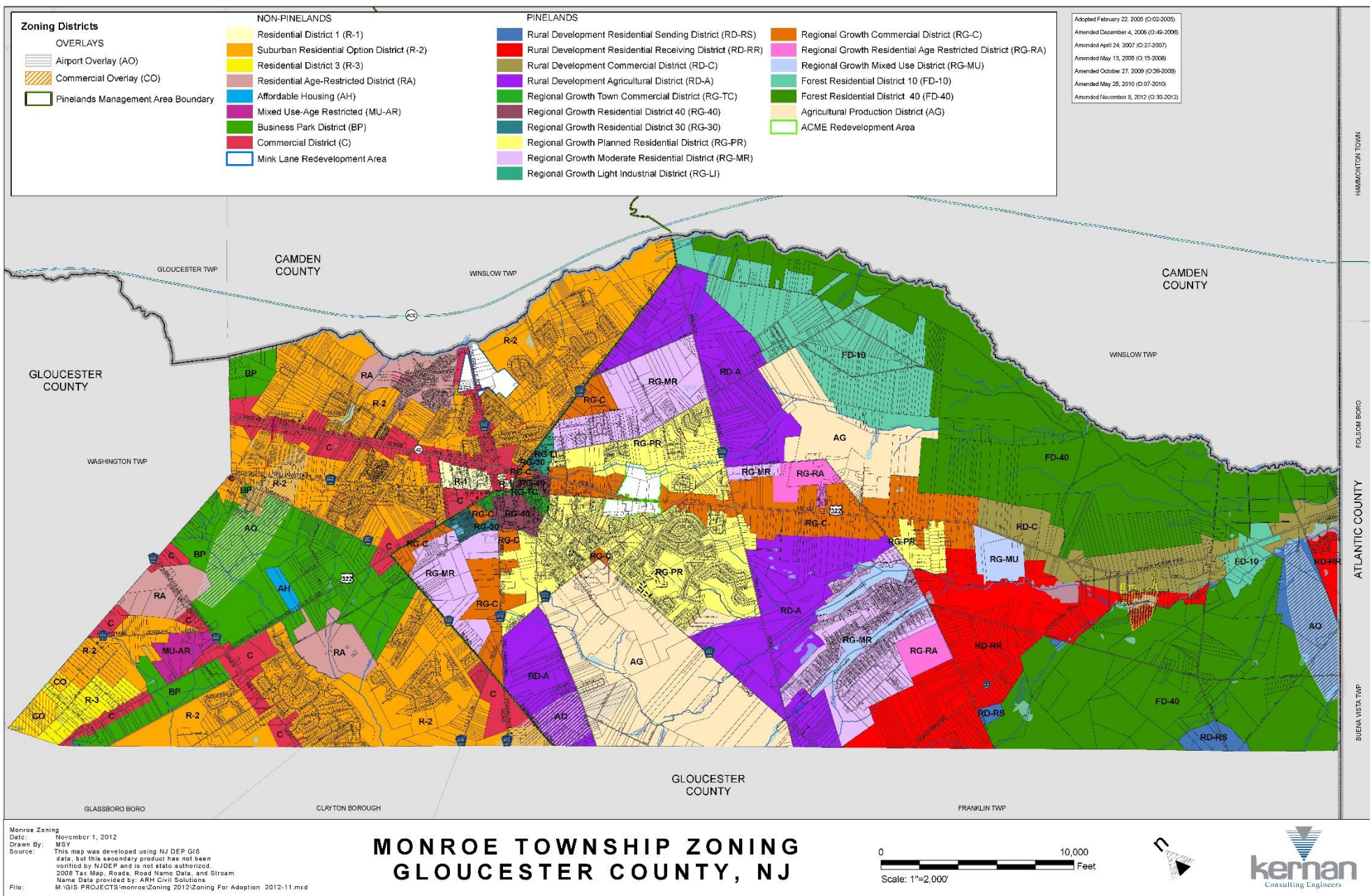
The Fair Share Plan describes the existing and proposed affordable housing developments. Additional support information is in the Appendix.

## ANTICIPATED DEVELOPMENT PATTERNS

Anticipated development patterns within Monroe are expected to follow the established zoning. The two planned redevelopment Areas (Acme Shopping Center and Mink Lane/Landfill Redevelopment Areas) are shown. The Pinelands Regional Growth Area will accommodate higher density housing.

See the Zoning Map which follows.







## FAIR SHARE PLAN



DRY

## VIII. CONTENT OF FAIR SHARE PLAN

The Fair Share Plan contains the following information:

- Description of existing credits intended to satisfy the obligation;
- Description of mechanisms that will be used to meet any outstanding obligation; and
- An implementation schedule that sets forth a detailed timetable for units to be provided.

In adopting its housing element, a municipality may provide for its fair share of low and moderate-income housing by means of any technique or combination of techniques that provide a realistic opportunity for the provision of the fair share. As per N.J.A.C. 5:93, these potential techniques include, but are not limited to:

- Rehabilitation of existing substandard housing units;
- Accessory apartment program;
- Municipally-sponsored and 100% affordable developments;
- Purchase of existing homes;
- Zoning for inclusionary development;
- Alternative living arrangements;
- Write-down/buy-down programs; and
- Market-to-affordable programs.

## IX. REGIONAL INCOME LIMITS

Dwelling units are affordable to low and moderate-income households if the maximum sales price or rental cost is within their ability to pay such costs, based on a specific formula. The State provides income limits based upon the median gross household income of the affordable housing region in which the household is located. A moderate-income household is one with a gross household income between 50 percent and 80 percent of the median gross regional household income. A low-income household has 50 percent or less of the median gross regional household income. Very-low income households are those with a gross household income equal to 30 percent or less of the median gross household income. Monroe is located within Region 5, which contains Burlington, Camden and Gloucester Counties.

The Settlement Agreement, approved by the Court in May 2018, establishes the methodology for computing affordable housing regional income limits by household size. This methodology is based upon the methodology developed by the Affordable Housing Professionals of New Jersey ("AHPNJ"), in consultation with the Fair Share Housing Center, to calculate the new affordable housing regional income limits, which data had previously been provided by COAH. Using the 2017 AHPNJ regional income limits, a four-person household moderate income is capped at \$66,560. Two-person households could make up to \$53,248 and be considered a moderate-income household or earn up to \$33,280 and be considered a low-income household.

See the following table for greater detail:

2017 REGIONAL INCOME LIMITS FOR REGION 5				
Income	Household Size			
	1 Person	2 Person	3 Person	4 Person
<b>Median</b>	\$58,240	\$66,560	\$74,880	\$83,200
<b>Moderate</b>	\$46,592	\$53,248	\$59,904	\$66,560
<b>Low</b>	\$29,120	\$33,280	\$37,440	\$41,600
<b>Very Low</b>	\$17,472	\$19,968	\$22,464	\$24,960

## X. AFFORDABLE HOUSING OBLIGATION

This Fair Share Plan describes the projects and mechanisms that Monroe proposes to address its affordable housing obligation.

### PRESENT NEED (REHABILITATION OBLIGATION)

#### OBLIGATION • 158 UNITS

The Opinion issued by the Supreme Court of New Jersey on March 10, 2015 (the Mount Laurel IV Opinion) directs that the Prior Round methodology be used to calculate municipal Present Need. This methodology was utilized by David N. Kinsey, PhD, FAICP, P.P. in his July 22, 2016 report "New Jersey Fair Share Housing Obligations for 1999-2025 (Third Round) Under Mount Laurel IV", prepared on behalf of the Fair Share Housing Center ("FSHC"), to calculate the Present Need. For Monroe, the Kinsey Report calculates a Present Need of 158 units in need of rehabilitation.

N.J.A.C. 5:93-5.2(g) and (h) requires a minimum of \$8,000 for rehabilitation work (not including \$2,000 in administration fees) to be spent per unit and a six-year control on affordability for owner-occupied units.<sup>18</sup> Rental units are required to have ten-year controls on affordability. Additionally, a major system<sup>19</sup> must be repaired in order for a home to qualify as a credit.

#### MONROE'S REHABILITATION PROGRAM

Gloucester County Planning Division, Office of Housing and Community Development has provided and supervised the rehabilitation of qualified owner-occupied housing units in the Township through its Community Block Development Grant (CBDG) program. Between 2010

<sup>18</sup> The rules specifically require a maximum of \$2,000 per unit to be spent on administration and a minimum of \$8,000 per unit to be spent on the rehabilitation activity, which totals at least \$10,000.

<sup>19</sup> A major system is defined by N.J.A.C. 5:93-5.2(b) as weatherization, a roof, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems) and/or a load bearing structural system.



and 2017, Gloucester County completed the rehabilitation of 70 income-qualified homes located in Monroe Township at a cost of \$644,838.

A waiver N.J. S.A. 93-5.29 (h)2. is requested that states that 'municipal rehabilitation activity shall average at least \$8,000 per unit for each two-year period of substantive certification.'" Over the eight-year period from 2010 -2018, an average of \$9,212 per unit was spent on hard costs under the Gloucester County Rehabilitation Program. A list of properties rehabilitated through the Gloucester County Owner-Occupied Rehabilitation Program is provided in the Appendix.

The Township plans to implement a housing rehabilitation program. The Township appointed Triad Associates to act as the Township's Administrative Agent and to administer its affordable housing rehabilitation program. The housing rehabilitation program marketing will be directed to property owners of rental and owner-occupied units; however, applications from rental property owners will receive priority. Owner-occupied units will first be directed to the Gloucester County Housing Rehabilitation Program.

The Township's Spending Plan, which is included in the Appendix, has estimated an additional 16 homes could be rehabilitated through 2025 with the anticipated funding. The Spending Plan estimates \$393,721 will be available to fund 16 rehabilitation projects over the next 8 years. The rehabilitation credit obligation will be subject to rehabilitation funds being made available to the Township through its Housing Trust Fund.

Eligible landlords of one-four unit buildings may be eligible for an interest free loan, which will be due when title to the property is transferred. The landlords are required to provide at least 50% of the total rehabilitation costs needed for each unit to meet State code and each unit must meet the major system repair or replacement requirement.

The rental rehabilitated units are affordability restricted with a 10-year deed restriction, attached to the mortgage and note. Loans are due when property is transferred, the deed restriction remains in effect for 10 years from the date of unit certification.

For owner-occupied units, the loans are interest-free and due when the property is transferred, or the owner-occupant dies before the loan repayment. If the unit changes owners, and the new owner agrees to rent to income-affordable households, a 10-year deed restriction must be imposed to keep the unit affordable.

A copy of the Resolution hiring the Rehabilitation Housing Consultant and the *Monroe Township Operating Manual for the Administration of a Housing Rehabilitation Program in Accordance with the Uniform Housing Affordability Controls* are provided in the Appendix.

The Gloucester County Housing Rehabilitation Program is expected to continue. It is anticipated that on-average nine homes annually may be rehabilitated through the County program; at least 72 homes could be rehabilitated over the next eight years.

As shown on the table below, with the Gloucester County Housing Rehabilitation Program and the proposed Monroe Township Housing Rehabilitation Program, the Township's Present Need Obligation is addressed.



Present Need (Rehabilitation) Obligation	
Mechanism	Total
<b>Rehabilitation Obligation</b>	<b>158</b>
Gloucester County Home Rehabilitation Program (Homes rehabilitated between 2010 - 2017)	70
Estimated Rehabilitation Units to be Completed through the Gloucester County Rehabilitation Program between 2018 - 2025	72
Monroe Township Rental Rehabilitation Program (to be initiated in 2018)	16
<b>Total Housing Units to be Rehabilitated</b>	<b>158</b>

## PRIOR ROUND (1987-1999)

### OBLIGATION • 439 UNITS

The March 10, 2015 Supreme Court Order directed municipalities to use the Prior Round Obligation ("PRO") that COAH established in 1993. Monroe's unadjusted 1987 to 1999 obligation, published in 1993, was a pre-credited need of 439 units.

COAH certified the Township's Prior Round Plan (1987-1999) on December 6, 1995, which included a 439-unit obligation.

This HEFSP has updated the PRO compliance credits based upon current data. Under the COAH rules<sup>20</sup> the Township has a minimum 75-unit rental obligation, a maximum 75-unit credit rental bonus, and a maximum 75-unit age-restricted housing requirement.<sup>21</sup>

<sup>20</sup> N.J.A.C. 5:93-5-15

<sup>21</sup> Minimum rental obligation: =25% (precredited need – prior cycle credits)  
= 25% (439 -140) = 299 x 0.25 = 75 units minimum rental obligation

Maximum age-restricted units: = 25% (precredited need – prior cycle credits) = 25% (439 -140)  
= 299 x 0.25 = 75 units maximum age-restricted units

Maximum rental bonus: = 1 unit for each rental unit not to exceed the minimum rental obligation; = 75-unit maximum rental bonus

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## PRIOR ROUND CREDITS

The Township has addressed this entire PRO of 439 units. This includes the following developments, which are all constructed and occupied. There is a surplus of affordable housing unit credits which are then carried over to the Gap Period Round.

The following section summarizes the developments used to address the Township's PRO. Documentation is included in the Appendix.

1. **Prior Cycle Credits.** The COAH regulations<sup>22</sup> provide "credits" for affordable housing units constructed between April 1, 1980 and December 15, 1986, which predates the first set of COAH regulations. Monroe has utilized 140 credits in three separate developments to meet the PRO. These units qualify for prior cycle credit on a direct one-to-one basis. All of these 140 credits were included in the HEFSP certified by COAH in 1995. These include the following affordable housing developments:
  - a. **Mimosa Ridge** – (Block 110.101, Lots 3-9, 11-14, Block 110.102, Lots 6 -21, Block 110.103, Lots 17 – 18) - Thirty low-income family rental units were completed in 1985 by Farmers Home Administration (a.k.a. Rural Development). There are minimum 20-year affordability controls on these units with potentially a longer restrictive time-frame.<sup>23</sup>
  - b. **Carino Park Apartments** (Block 11603, Lot 12) – The Carino Park Apartments, owned and operated by the Gloucester County Housing Authority, were completed in November 1984. It consists of 100 units permanently dedicated for very low-income elderly/disabled/handicapped persons. Documentation is included in the Appendix.
  - c. **Gloucester County Housing Authority Single Family Scattered Sites** (Block 613, Lot 1, Block 1603, Lots 4 and 38, Block 2104, Lot 4, Block 2105, Lot 11, Block 8201, Lot 20, Block 8910, Lot 8, Block 9902, Lot 5, Block 11902, Lot 1, and Block 13502, Lot 10) - The Authority owns and operates 15 scattered site affordable family rental homes in the Township. Ten of these homes were built between 1980 and 1986. These homes are permanently dedicated to housing for very low-income families.
2. **Willow Creek (Monroe Towne East)** (Block 3401, Lot 5) with 38 family rental units, **Monroe Towne** (Block 1701, Lot 11.01) with 36 family rental units, and **Pleasant Acres (Monroe Towne II)** (Block 1701, Lot 11.02) with 36 rental units are existing 100% affordable family developments, which were funded through Rural Development in 1988. As documented in the 2012 Court Master's Mt. Laurel Report, Mr. Berezna of Rural Development confirmed that these units received federal subsidies through long term loans. All units

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<sup>22</sup> N.J.A.C. 5:93-3.2 Credits for units constructed between April 1, 1980 and December 15, 1986.

<sup>23</sup> Mary Beth Lonergan, PP, AICP, Master's Report for Mt. Laurel Fairness Hearing, Monroe Township, Gloucester County, New Jersey, Dec. 14, 2012, page 34.

are available to low-income households and some receive Rural Development rental assistance.<sup>24</sup>

3. **Justin Commons** (Block 143001, Lot 57) - This is a 100 percent affordable family rental development consisting of 132 apartments. MBI Development Co. (Ingerman) developed and administers the affordable units. It was initially occupied in 2011 and consists of 18 units reserved for very low income, 48 low income and 66 moderate income units. Sixty-two of the 132 units are credited to the Prior Round obligation, with the remainder credited in the Gap Period Round.
4. **Oak Street Redevelopment** (Block 11701, Lot 45, Block 11902, Lots 6 and 15) - This includes four affordable family for-sale homes developed in 1998.
5. **Garden Villas at Amberleigh** (Block 110.0407, Lot 87). This is an existing inclusionary development with 140 condominiums, of which there are 17 deed-restricted affordable for-sale units.
6. **Barclay Glen** – There are two interrelated Barclay Glen developments. **Barclay Glen** (Block, 101, Lot 3) is an existing inclusionary development of 204 apartments with 23 affordable family rental units. **Barclay Glen North** (Block 101, Lot 3.08) is an existing 72 units inclusionary development with 8 affordable family rental units. Taken together, there are 31 affordable units in Barclay Glen and Barclay Glen North consisting of 16 low income and 15 moderate income units.

As shown in the table below, the Township has a total of 434 existing affordable units to address the PRO. All of the units, except the Carino Park Apartments, are family units. Of the family units, all but 21 units are rentals. With the 75 rental bonus credits, the affordable housing credits total 509 units. There are 70 excess credits to carry forward to the future round. Therefore, the Township has met its Prior Round Obligation.

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<sup>24</sup> Ibid, page 34.

PRIOR ROUND OBLIGATION				
Project	Credit Type	Credit	Rental Bonus	Total
Mimosa Ridge	Prior Cycle Credits /NAR/R	30		30
Carino Park Apartments	Prior Cycle Credits/ AR/R	100		100
Gloucester County Housing Authority Single Family Scattered Sites	Prior Cycle Credits/ NAR/R	10		10
Willow Creek (Monroe Towne East)	NAR/ R	38		38
Monroe Towne I	NAR/R	36		36
Pleasant Acres (Monroe Towne II)	NAR/R	36	13	49
Justin Commons (Scotland Commons)	NAR/R	132	62	194
Oak Street Redevelopment	NAR/S	4		4
Garden Villas at Amberleigh	NAR/S	17		17
Barclay Glen	NAR/R	23		23
Barclay Glen North	NAR/R	8		8
<b>Total</b>		<b>434</b>	<b>75</b>	<b>509</b>
<b>Prior Round Obligation</b>				<b>439</b>
<b>Excess Credits to Carryover to Future Rounds</b>				<b>70</b>
Key: NAR/R – Family Rental    NAR/S Family Sale    AR/R – Age-Restricted Rental    AR/S – Age-Restricted Sale				

## GAP PERIOD – PRESENT NEED (1999-2015)

### GAP PERIOD OBLIGATION • 400 UNITS

In accordance with the May 3, 2018 Settlement Agreement with the FSHC, Monroe will address a Gap Period Obligation (GPO) of 400 affordable units for the period 1999-2015. At this time, Monroe has been very proactive in addressing affordable housing and has planned for additional affordable units to address housing needs for its residents.

As of this date, the Township completely meets its GPO. The Township also has several developments under discussion which will address its future affordable housing obligations. These developments include the Mink Lane/ Landfill Redevelopment Area and the Acme Shopping Center Redevelopment Area.

### GAP PERIOD CREDITS

The table below identifies the development credits used to completely address Monroe's negotiated 400-unit GPO. The specific projects are summarized below. (Further documentation is included in the Appendix.)

1. **Summerfields West Partners and Summerfields West II** (Block 3901, L31, 32) and **Friendly Village** (Block 8501, Lots 5,10, 12, 20 and 22)

A Settlement Agreement was made in November 2017 by the Township with Summerfields West, LLC, Partners, and Friendly Village LLC., trading as Temple Companies. The Settlement Agreement is also included in the May 5, 2018 Settlement Agreement with the Fair Share Housing Center and the Temple Companies.

The Agreement provided that in the previously approved Summerfields West, 11.11% of the units must be affordable or 17 affordable of the 145 units. Another Summerfields site has proposed 338 units with an additional 37 affordable units, if the total 338 units are approved.

The Settlement Agreement provides that these 54 affordable units will be transferred to Friendly Village, which is a mobile home park of non-age restricted for-sale units.

2. **Route 322 Associates LLC. /Scotland Run Center** (Block 15001, L 5 &5.01)

A Use Variance and Preliminary Major Subdivision and Site Plan approval was granted for a mixed-use development located at Route 322 and Fries Mill Road. Proposal includes 79 residential lots including 16 affordable for-sale units.

3. **Barclay Glen South** (Block 101, Lot 2 and 53)

This development received use variance approval (ZBA Resolution #14-33) which permitted up to 336 apartment units. The final site plan approval granted on September 6, 2016 (ZBA Resolution #16040) permitted the construction of 336 apartments with an affordable housing setaside or 11.1% or 37 affordable units of which a maximum of 12 units may be placed in the Barclay Glen Apartment complex, with the remainder being placed on the property.

4. **Justin Commons** (Block 14301, Lot 57)

See Prior Obligation section. This is a 100 percent affordable family rental development consisting of 132 apartments. 62 family rental apartments are credited in the Prior Round. The remaining 70 apartments are credited in the GPO.

5. **County Village at Whitehall** (Block 8001, Lot 28)

This development received approval in 2007 for an age-restricted community of 240 residential units, including 192 market rate units and 48 affordable units. In 2011, the approval was converted to all- age community through Planning Board Resolutions 27-11, 29-11, 31-11.<sup>25</sup> Now the developer has proposed to convert the community back to age-restricted housing. According to the Township Planner Tim Kernan, there would be 192 market-rate age restricted lots with 22 affordable age-restricted for-sale twin home units on-site, which is in place of the optional in-lieu contribution.

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<sup>25</sup> Mary Beth Lonergan, Master's Report on the Compliance Efforts and Settlement Agreement between Blaze Mill and Monroe Township, Gloucester County, December 14, 2012, page 36.

6. **Blaze Mill - Market to Affordable Housing Program,** (Block14101, Lot 1; Block141.0602, Lot 1.01)

On July 15, 2013, a Court Order was issued approving the Final Judgement of Compliance and Repose and Order approving the Settlement Agreement between the Township and Blaze Mill Development Group, LLC. The Settlement Agreement provided for 250 apartments on the 61-acre site as part of a mixed-use development including a minimum of 100,000 square feet of non-residential development. The Agreement stipulated that the Developer's affordable housing obligation would be met through the payment of \$6,160 per each market-rate apartment or a total of \$1,540,000. These funds would implement a Market to Affordable Program in the Township. A total of 56 affordable apartments are stipulated, which would result in an off-site housing setaside of 22.4%.

On March 26, 2018, the Township Council approved by resolution, the Market to Affordable Programs Guidelines for both low- and moderate-income units. The Market-To-Affordable Program seeks to alleviate some of the effects of home foreclosure and abandonment or neglect of properties in the Township while at the same time addressing a portion of its Gap Period obligation. The program is intended to create a total of 56 affordable for-sale and rental units, deed restrict them and re-sell or rent them to qualified buyers and/or tenants. All housing units will be brought up to code prior to resale or rental. This program is included in the Township's Spending Plan.

The Township has executed a contract with Triad Associates to implement the *Market to Affordable Program in accordance with Uniform Housing Affordability Rules*, dated March 2018. A copy of the Township resolution and the *Market to Affordable Program Guidelines* are in the Appendix. The following summarizes the key elements of the program:

- The Township's Market to Affordable Program shall include units purchased and sold or rented to low and moderate-income households.
- The program will offer for-sale affordable units that may be new, pre-owned or vacant
- The program will offer for rent affordable units.
- The units shall be certified to be in sound condition as a result of an inspection performed by a licensed building inspector.
- The Township shall provide average minimum cost of \$27,500 per unit to subsidize each low or moderate-income unit with additional subsidy depending on the market prices.
- The program shall comply with N.J.A.C. 5:97-9 'Administration of Affordable Units' and UHAC with a few allowed exceptions permitted in the rules and the terms of the settlement agreement, including the following:
  - An exception from the required UHAC bedroom distribution as long as the Township's program does not restrict the number of bedrooms per unit in the program;
  - An exception from the required UHAC affordability average with the understanding that the maximum rent and sales prices for a moderate-income unit shall be affordable to households earning no more than 70 percent of median income and 44 percent of median for a low-income unit.

Documentation of the Blaze Mill Development Group Settlement Agreement, and the Township's Market to Affordable Program are in the Appendix.

7. **607 Main Morgan LLC**, (Block 11604, Lot 1)

The 0.33acre property located on Main Street in the Pinelands RGA zone received a use variance, preliminary and final site plan and subdivision approval to construct five townhouses. All units will be deed-restricted to low and/or moderate-income disabled persons. These affordable units will be used to offset required affordable units on other Monroe Township properties that are owned by the developer.

8. **Catholic Charities** (Site to be determined)

According to the Township Planner, Catholic Charities has been working with the Township to develop 76 units of 100% affordable age-restricted housing. However, this development, which is supported by the Township, was put on-hold due to lack of HUD 202 funds. Catholic Charities has recently reactivated this development and plans to use tax-free bonds and new HUD funding. At this time, no site is identified.

The HEFSP assumes that this development will occur within the next eight years. Of the 76 apartments, 45 units address the Gap Period obligation; the remainder address future unknown Township affordable housing obligations.

9. **Mink Lane/Landfill Redevelopment** (Block 901, Lot 2-7, Block 2101, Lot 5 - 5.01, and Block 2201, Lot 5 -11)

On May 15, 2006, the Monroe Township Council passed Ordinance O:14-2008 which established a redevelopment zone for the Mink Lane/Landfill area. Previously the Monroe Township Planning Board in Resolution PB25-06, recommended the designation of the Redevelopment Area and the adoption of a Redevelopment Plan. The Redevelopment Plan included 75 family affordable housing units as part of a mixed-use development to be built on the east side of Sicklerville Road. Subsequently this Redevelopment Plan was overturned in the Court and it has been on hold.

In 2017, the Township has revisited and significantly expanded the redevelopment area, now known as the Sicklerville Road area. The Planning Board was authorized to conduct a preliminary investigation to determine whether this expanded area qualified as an area in need of non-condemnation redevelopment (Resolution R:190-2017). This area is identified for 50 'future' affordable housing credits in the HEFSP.

10. **Acme Shopping Center Redevelopment Area**, (Block 11301, Lots 1, 2, 2.01, 2.02, 3, 4, 5 and 6, Block 11301.02, Lots 20-23 inclusive, and Block 11201, Lot 1).<sup>26</sup>

In 2005, the Monroe Township Council authorized (Resolution No. R:361-2005) the Planning Board to initiate an investigation of these properties as a redevelopment area (Block 11301, Lots 1, 2, 2.01, 2.02, 3, and 4 and Block 3601, Lots 11-18 and Lots 43-46

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<sup>26</sup> In September 2010, Block 3601, Lots 11-18 inclusive and Lots 43 – 46 inclusive, were removed from the Acme Shopping Center Redevelopment Area creating the Williamstown Square Redevelopment Area Plan.

inclusive) and prepare a redevelopment plan. The redevelopment area included properties located on both sides of Route 322 on the southeastern edge of the Williamstown Central Business District.

The Preliminary Investigation and Redevelopment Plan led the Planning Board to recommend and the Township Council to adopt Ordinance No. O:15-2006 on May 9, 2006, declaring the study area as an Area in Need of Redevelopment and adopting the Redevelopment Plan. The study area consisted of approximately 110 acres (not including the right-of-way for Route 322). Approximately 25 acres were developed, but not being fully utilized. The Redevelopment Plan envisioned approximately 250 dwelling units (20% affordable) and 325,000 square feet of retail space, of which 170,000 would replace the existing structures on the south side of Route 322.

The 1<sup>st</sup> Amendment Redevelopment Plan was recommended by the Township Planning Board on October 26, 2006 and adopted by the Township Council on February 13, 2007 (Ordinance No. O:02-2007).

The 2<sup>nd</sup> Amendment Redevelopment Plan was recommended by the Township Planning Board to the Township Council on March 27, 2008 (Resolution No. PB-51-08) and adopted by the Township Council on June 10, 2008 (Ordinance No. O:17-2008). The 2<sup>nd</sup> Amendment expanded the redevelopment area on the south side of Route 322 toward Corkery Lane including Block 11301, Lots 5 and 6, Block 113.0102, Lots 20, 21, 22, and 23, and Block 11201, Lot 1. The expanded study area consisted of approximately 127 acres (not including the Route 322 right-of-way). Approximately 34 acres were developed, but not being fully utilized.

The 2<sup>nd</sup> Amendment Redevelopment Plan is envisioned to have approximately 250 dwelling units and 495,000 square feet of retail space (170,000 of which would replace the existing structures on the south side of Route 322). The plan required 20% of the total residential units as deed-restricted affordable housing. Pinelands Development Credits are required to be purchased and redeemed for 25% of all residential units constructed, excluding affordable units.

In September 2010, a Redevelopment Plan for Block 3601, Lots 11-18 inclusive and Lots 43-46 inclusive, was prepared to separate these lots from the Acme Shopping Center Redevelopment Plan. That area is referred to as the Williamstown Square Redevelopment Area. The Williamstown Square Redevelopment Plan was adopted by the Township Council in October 2010 (Ordinance No. O:20-2010).

The 3<sup>rd</sup> Amendment Acme Shopping Center Redevelopment Plan was prepared in October 2012.<sup>27</sup> The plan includes only the following properties, located on the southside of Route 322: Block 11301, Lots 1, 2, 2.01, 2.02, 3, 4, 5, and 6, Block 113.0102, Lots 10-23 inclusive, and Block 11201, Lot 1. The study area consists of approximately 51 acres with much not being fully utilized.

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<sup>27</sup> Acme Shopping Center Redevelopment Plan, 3<sup>rd</sup> Amendment, Prepared by J. Timothy Kernan, PE, PP, CME, October 2012, pages 1-8.



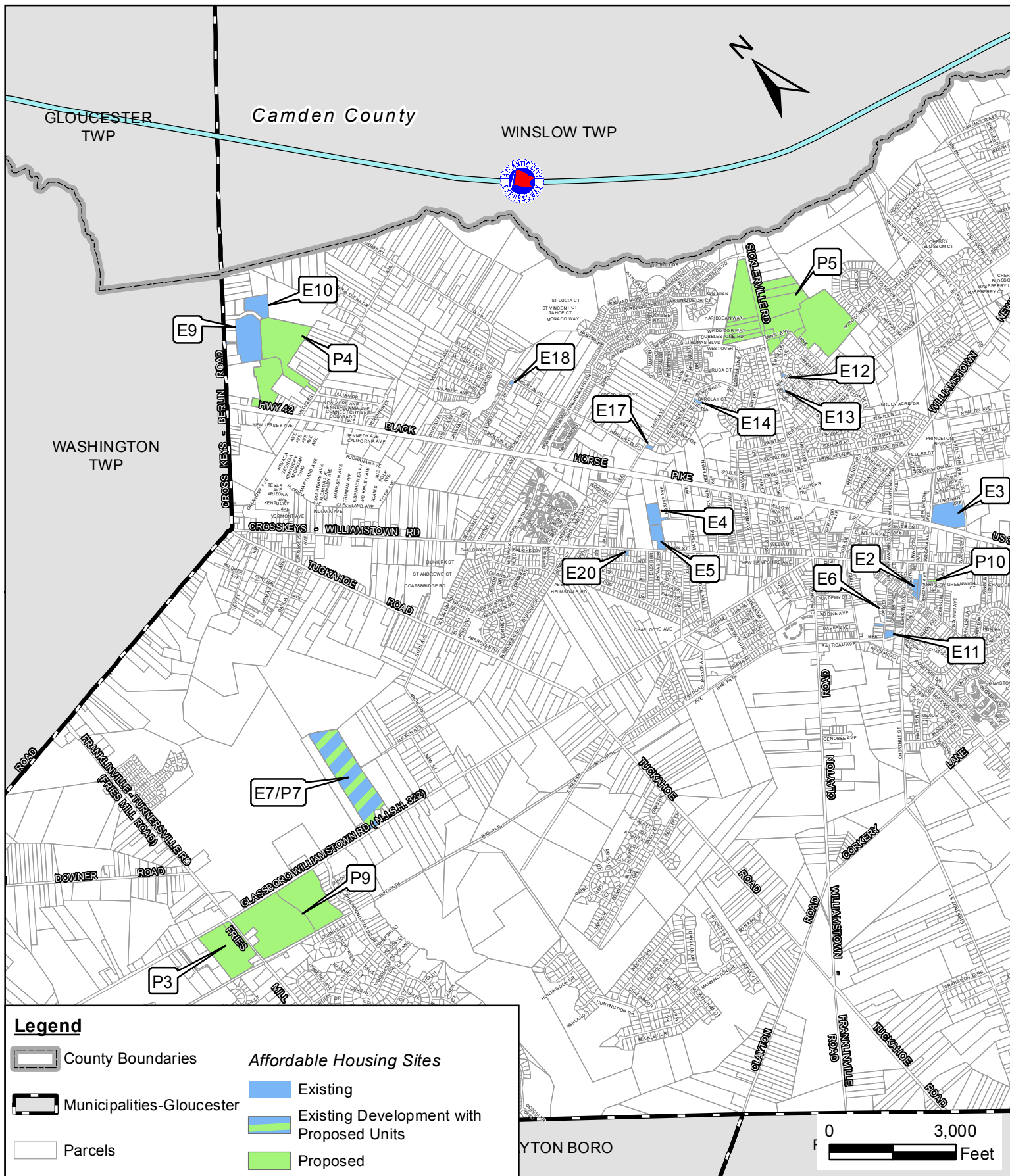
Under this 3<sup>rd</sup> Amendment, the Acme Shopping Center Redevelopment Plan provides for multi-tenanted mixed-use retail/commercial uses and single family attached townhouses. The affordable housing requirements provide for 20% of the total residential units as deed-restricted, affordable housing on-site, or at another location within the Township.

The 3<sup>rd</sup> Amendment Acme Shopping Area Redevelopment Plan was not certified by the Pinelands Commission. Therefore the 2<sup>nd</sup> Amendment is the effective Plan which is cited in the HEFSP for 50 future affordable housing credits.

11. **Rental Bonus Credits.** Monroe's Gap Period obligation includes 100 rental bonus credits, which is the maximum permitted.

The Affordable Housing Sites Map and Table follows the Gap Period Obligation table.

GAP PERIOD OBLIGATION (1999 – 2015)					
Project	Credit Type	Gap Period Credits	Future Credits	Rental Bonus	Total Credits
Summerfields West Partners	NAR/S	17			17
Summerfields West II	NAR/S	37			37
Route 322 Associates/ Scotland Run Center	NAR/S	16			16
Barclay Glen South	NAR/R	37		30	67
Justin Commons	NAR/R	70		70	140
County Village at Whitehall	AR/S	22			22
Blaze Mill (Market to Affordable)	NAR/R or S	56			56
607 Main Morgan	NAR/R		5		5
Catholic Charities	AR/R	45	31		76
Mink Lane / Landfill Redevelopment	NAR/R		42		42
Acme Shopping Center Redevelopment	NAR/R		50		50
<b>Total</b>		<b>300</b>	<b>128</b>	<b>100</b>	<b>528</b>
<b>Gap Period Obligation</b>					<b>400</b>
<b>Excess credits to carry over to future rounds</b>					<b>128</b>
<b>Key: NAR/R – Family Rental    NAR/S - Family Sale    AR/R – Senior Rental    AR/S – Senior Sale</b>					



## AFFORDABLE HOUSING MAP - 1

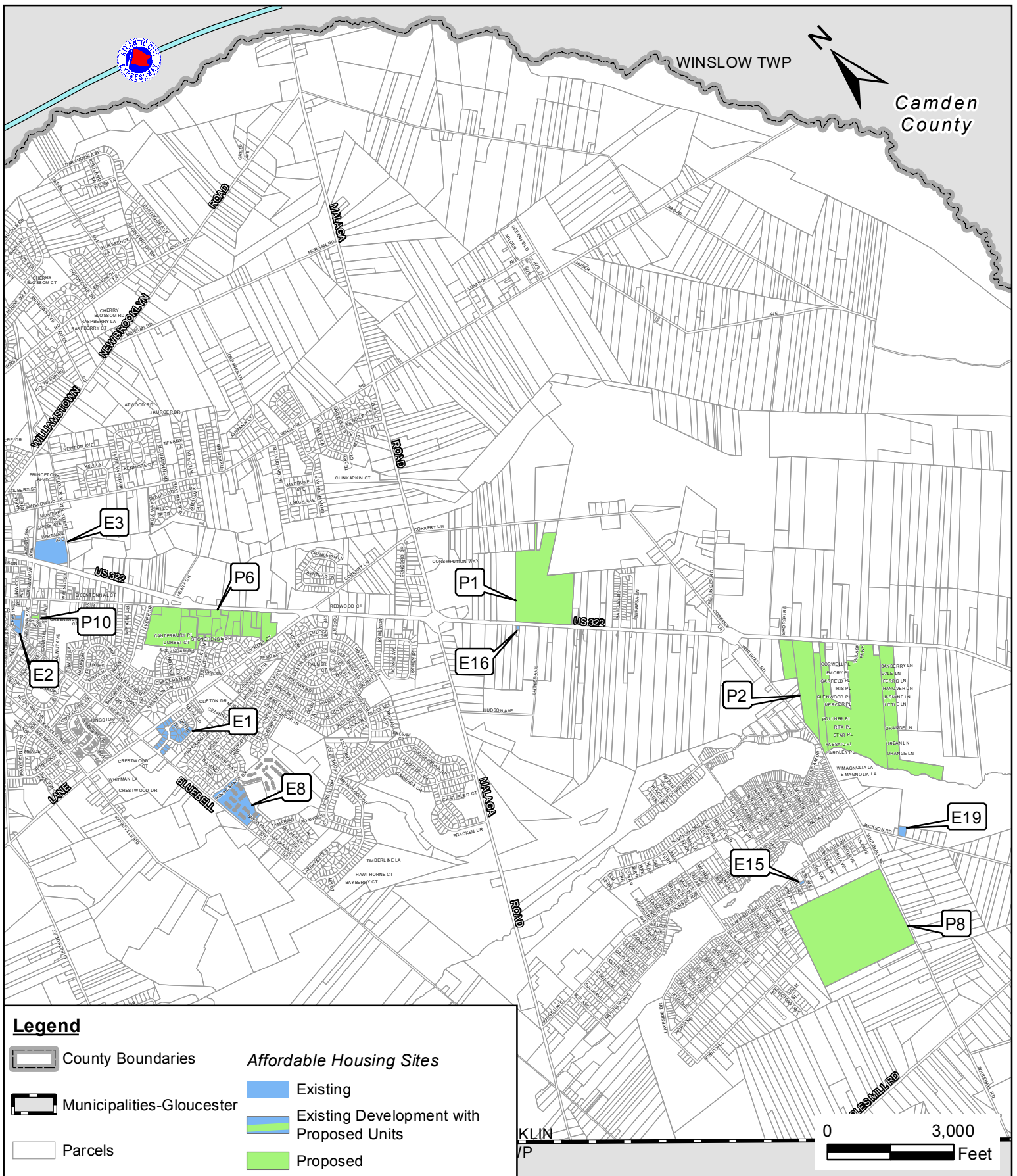
Monroe Township  
 Gloucester County, New Jersey

File Name: 180709\_HEFSP Aff Housing Map\_West  
 Project No.: MMT001  
 Date created: July 2018  
 Created by: MSY/APB  
 File Loc: \\HQFAS1\Survey\GIS\GISPROJECTS\Municipal\MMT\MMT-001\Housing Element and Fair Share Plan\180709\_HEFSP Aff Housing Map\_West.mxd



WINSLOW TWP

Camden  
County



### Legend

- County Boundaries
- Municipalities-Gloucester
- Parcels

### Affordable Housing Sites

- Existing
- Existing Development with Proposed Units
- Proposed

KLIN  
/P

0 3,000  
Feet



500 Scarborough Drive  
Suite 108  
Egg Harbor Twp, NJ 08234  
T: 609.910.4068  
F: 609.390.0040  
[www.maserconsulting.com](http://www.maserconsulting.com)

## AFFORDABLE HOUSING MAP - 2

Monroe Township  
Gloucester County, New Jersey

File Name: 180709\_HEFSP Aff Housing Map\_Cent  
Project No.: MMT001  
Date created: July 2018  
Created by: MSY/APB  
File Loc: \\HQFAS1\Survey\GIS\GISPROJECTS\Municipal\MMT\MMT-001\Housing Element and Fair Share Plan\180709\_HEFSP Aff Housing Map\_Cent.mxd



Affordable Housing Sites Map Key  
Township of Monroe, Gloucester County, NJ

07/09/2018

Project	Label	Block	Lot
Existing Affordable Housing Sites			
Mimosa Ridge	E1	110.0101; 110.0102; 110.0103	3-9, 11-14; 6-21; 16-18 (See Appendix for Lot Information)
Carino Park Apartments	E2	11603	12 w/ 13, 16, 17, 18
Willow Creek (Monroe Towne East)	E3	3401	5
Monroe Towne I	E4	1701	11.01
Pleasant Acres (Monroe Towne II)	E5	1701	11.02
Oak Street Redevelopment	E6	11701; 11902	45; 6, 15
Justin Commons (Scotland Commons)	E7/ P7	14301	57
Garden Villas at Amberleigh	E8	110.0407	87 - See Appendix for Condo Units
Barclay Glen	E9	101	3
Barclay Glen North	E10	101	3.08
Gloucester County Housing Authority Single Family Scattered Sites	E11	11902	1
	E12	2104	5
	E13	2105	11
	E14	1603	38
	E15	8901	8
	E16	9902	5
	E17	1603	4
	E18	613	1
	E19	8201	20
	E20	13502	10
Proposed Affordable Housing Sites			
Summerfields West Partners	P1	3901	31 w/ 32
Summerfields West II (Settlement Agreement transfers units to Friendly Village)	P2	8501	5, 10, 12, 20, 22
Route 322 Associates	P3	15001	5, 5.01
Barclay Glen South	P4	101	2 w/ 53
Mink Lane Landfill Redevelopment	P5	901;	2-7;
		2101;	5, 5.01;
		2201	5-11
Acme Shopping Center Redevelopment	P6	11301; 11301.02; 11201	1, 2, 2.01, 2.02, 3, 4, 5, 6; 20-23; 1
Country Village at Whitehall	P8	8001	28
Blaze Mill (Market to Affordable)	P9	14101; 141.0602	1; 1.01
6-7 Main Morgan, LLC	P10	11604	1

## GAP PERIOD CREDIT OBLIGATION REQUIREMENTS<sup>28</sup>

There are certain minimum and maximum affordable housing credit obligation requirements agreed to with the Fair Share Housing Center as per the Settlement Agreement of May 5, 2018. These are detailed in the table below based on the 400-unit GPO. The actual development credits to address these requirements are also shown. The Township will be in compliance with these GPO requirements. In fact, Monroe significantly exceeds the family, rental, and rental family housing requirements.

Regarding the Very Low-Income Housing requirement, the Township shall require 13% of all units referenced in this plan, with the exception of units constructed prior to July 1, 2008, and units which have already received preliminary or final site plan approval, to be very low-income units.

GAP PERIOD OBLIGATION REQUIREMENTS		
<i>(Based on 300 Units Addressing 400 Unit GPO)</i>		
Third Round Compliance Standards and Incentives	Units Required/ Permitted	Units Proposed in GPO
<b>Low-Income and Very Low-Income Housing – Minimum 50% of Units Addressing GPO</b>	$300 \times 50\% = 150$	+150
<b>Very Low-Income Housing – Minimum 13% of Units Addressing GPO, constructed after July 1, 2008</b>	$300 \times 13\% = 39$	+39
<b>Family Housing - Minimum 50% GPO</b>	$300 \times 50\% = 150$	233
<b>Rental Housing - Minimum 25% GPO</b>	$300 \times 25\% = 75$	+152
<b>Family Rental Housing – Minimum 50% Rental Housing Obligation or 12.5% Units Addressing GPO</b>	$300 \times 0.125\% = 38$	+107
<b>Age-Restricted Housing Cap – Maximum 25% GPO</b>	$300 \times 25\% = 100$	67
<b>Rental Bonus Cap - Maximum 25% GPO</b>	$300 \times 25\% = 100$	100
<b>Smart Growth Bonus –1.33 credit per post 1999 unit in TOD in PA1, 2, or designated center subject to Bonus Cap</b>	Based upon units	0
<b>Redevelopment Bonus - 1.33 credit /unit subject to Bonus Cap</b>	Based upon units	0

## PROPOSED DEVELOPMENTS TO ADDRESS FUTURE TOWNSHIP OBLIGATIONS

The Township has no Third Round Prospective Need Obligation (2015 – 2025). To address future affordable housing obligations, additional developments are identified on the Gap Period Obligation Table. Three developments: Mink Lane/Landfill Redevelopment Area, the Acme Shopping Center Redevelopment Area and 607 Main Morgan LLC. have been listed for future affordable unit credits. In addition, of Catholic Charities' 76 proposed age- restricted units, 45 are credited for the Gap Period, with the remainder credited for future obligations. As shown on the Gap Period Obligation table, there is a calculated surplus of 128 affordable units to carry over to future rounds.

<sup>28</sup> These obligation requirements are based upon N.J.A.C. 5:97 rules and are cited in the May 5, 2018 Settlement Agreement with Fair Share Housing Center.

## ADJUSTMENTS

Monroe is not seeking any downward adjustment of its Rehabilitation, Prior Round or Gap Period obligations as part of this plan. A waiver of the rehabilitation obligation minimum \$8,000 average costs over a two-year period is requested. The rehabilitated homes under the Gloucester County Rehabilitation Program from 2010 to 2017 average \$9,212 during this eight-year period.

## XI. DEVELOPMENT FEES

Monroe will continue to collect residential and non-residential development fees as permitted under the State-wide Non-Residential Fee Act. The Township's Development Fee Ordinance was adopted in October 9, 2007 by Ord. No. 0-59-2007, amended on April 14, 2009 by Ord. No. 0:06-2009 and April 14, 2014 by Ord. No. 0:07-2014. These funds will be utilized to satisfy the Township's affordable housing obligation, as documentation in the Spending Plan, to provide affordability assistance, to pay for administrative costs as permitted by law and to utilize funds to rehabilitate affordable housing units through the Monroe Home Improvement Program and to implement the Market to Affordable housing program.

## XII. IMPLEMENTATION SCHEDULE

The anticipated implementation schedule for the mechanisms that are proposed within the Township of Monroe Fair Share Plan to address its Gap Period obligation of 400 units is provided below. The Township's Housing Rehabilitation Program will address the Township's Present Need obligation in concert with the on-going Gloucester County program.

Of the developments listed to address the Prior Round all developments have already been constructed. For the Gap Period obligation, all but one development, Justin Commons, have not yet been built. These developments are detailed in the prior Gap Period Obligation section.

IMPLEMENTATION SCHEDULE								
Mechanism	2018	2019	2020	2021	2022	2023	2024	2025
<b>Home Rehabilitation Program</b>								
Solicit Applicants								
Rehabilitate Units								
<b>Market to Affordable Program (Blaze Mill)</b>								
Solicit Applicants								
Rehabilitate Units								
<b>Summerfields West/Friendly Village</b>								
<b>Route 322 Associates</b>								
<b>Barclay Glen South</b>								
<b>Country Village at Whitehall</b>								
<b>Catholic Charities</b>								
<b>107 Main Morgan</b>								
<b>Mink Lane / Landfill Redevelopment</b>								
<b>Acme Shopping Center Redevelopment</b>								

**KEY**

Unknown construction schedule



Anticipated construction schedule



### XIII. SPENDING PLAN

The Township has prepared a Spending Plan to address its planned disbursement of funds collected through the Town's adopted Development Fee Ordinance. A Development Fee Ordinance creating a dedicated revenue source for affordable housing was adopted by the Township on October 9, 2007 by Ordinance No. O-59-2007; amended April 14, 2009 by Ord. No. O:06-2009, and April 14, 2014 by Ord. No. O:07-2014).

The Spending Plan details how the Trust Fund revenues will be spent. The Township will dedicate \$392,721 as hard costs for the rehabilitation of low and moderate-income owner-occupied and rental units as part of a Township sponsored Housing Rehabilitation Program.

Fifty-six existing rental or owner-occupied units will be created through the Market to Affordable Program using funds required by the Blaze Mill Settlement Agreement, to subsidize these units into affordable for low and moderate-income households. The Township will set aside \$1,616,107 for the program, averaging \$27,500 per unit.

The Township will also undertake affordability assistance as required and has set-aside 30% of the Monroe Housing Trust Fund or \$1,144,387 for this purpose. Affordability assistance will include: security deposit and down payment assistance, emergency and health/safety repairs, and creating additional very-low income units. (The Spending Plan and the Township Council Resolution of Approval is in the Appendix.)

#### XIV. APPENDIX

1. Planning Board Resolution - Adoption of Housing Element and Fair Share Plan .....
2. Township Council Resolution Approval of Housing Element and Fair Share Plan .....
3. Township Council Resolution Adoption of Affordable Housing Ordinance .....
4. Affordable Housing Ordinance .....
5. Township Resolution Adopting Spending Plan .....
6. Monroe Township Spending Plan .....
7. May 5, 2018 Settlement Agreement between Township of Monroe, Fair Share Housing Center and Temple Properties .....
8. July 15, 2013 Judgement of Compliance and Repose and \_Settlement Agreement between Township and Blaze Mill Development Corp. ....
9. Township Council Resolution R:82-2018 Adoption of Market to Affordable Program .....
10. Monroe Market to Affordable Program Guidelines .....
11. Gloucester County Rehabilitation Program – Monroe Units rehabilitated .....
12. Township Council Resolution - Adoption of Housing Rehabilitation Program.....
13. Monroe Housing Rehabilitation Operating Manual .....
14. Gloucester County Housing Authority Letter re: Carino Park Apartments, GCHA Single Family Rentals.....
15. Mimosa Ridge .....
16. Willow Creek (Monroe Towne East) .....
17. Monroe Towne.....
18. Pleasant Acres (Monroe Towne II) .....
19. Justin Commons (Scotland Commons) .....
20. Oak Street Redevelopment .....
21. Garden Villas at Amberleigh (Amberleigh at the Arbours) .....
22. Barclay Glen and Barclay Glen North .....
23. Summerfields West II and Friendly Acres .....



24. Route 322 Associates.....	
25. Barclay Glen South .....	
26. Blaze Mill (Market to Affordable) .....	
27. 607 Main Morgan, LLC. ....	
28. Mink Lane/ Landfill Redevelopment Plan .....	
29. Acme Shopping Center Redevelopment Plan.....	
30. 2004 Township of Monroe Master Plan.....	

DRAFT

# Housing Element & Fair Share Plan APPENDIX

*Township of Monroe*

**DATE: July 2018**

Adopted by the Planning Board:

Endorsed by the Council:



# Housing Element & Fair Share Plan - APPENDIX

## Township of Monroe

Gloucester County, New Jersey

Prepared by:

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Marcia Shiffman, PP, AICP, LLA

NJ License #33LI002428

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J. Timothy Kernan, PE, PP, CME

NJ License #33LI005400



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Barclay Glen South.....	
Blaze Mill (Market to Affordable) .....	
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Acme Shopping Center Redevelopment Plan .....	
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PLANNING BOARD RESOLUTION - ADOPTION OF HOUSING ELEMENT AND FAIR SHARE PLAN

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TOWNSHIP COUNCIL RESOLUTION APPROVING OF HOUSING ELEMENT AND FAIR SHARE PLAN







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TOWNSHIP RESOLUTION ADOPTING SPENDING PLAN

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## MONROE TOWNSHIP SPENDING PLAN

## **Monroe Township, Gloucester County Affordable Housing Trust Fund Spending Plan**

### **INTRODUCTION**

Monroe Township, Gloucester County has prepared a Housing Element and Fair Share Plan in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301), the March 10, 2015 Supreme Court Order (Mount Laurel IV and N.J.A.C. 5:93-1 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was approved by the Department on July 13, 2007 and adopted by the municipality on October 9, 2007 (Ordinance O:59-2007). The ordinance establishes the Monroe Township, Gloucester County affordable housing trust fund for which this spending plan is prepared.

### **1. REVENUES FOR CERTIFICATION PERIOD**

As of December 31, 2017, Monroe Township, Gloucester County has collected \$776,080.70, including interest, and expended \$125,957.51, resulting in a balance of \$650,123.28 as of December 31, 2017. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Susquehanna Bank, Glassboro, NJ for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:93-8.16, as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of third round substantive certification, Monroe Township, Gloucester County considered the following:

(a) Development fees:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL):

Actual and committed payments in lieu (PIL) of construction from developers as follows:

*Blaze Mill Development*      \$1,540,000

*Stirling Glen I*      \$686,000

(c) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, proceeds from the sale of affordable units.

(d) Projected interest:

Interest projected revenue in the municipal affordable housing trust fund at the current average interest rate of .75%.

SOURCE OF FUNDS											
	2018	2019	2020	2021	2022	2023	2024	2025	Total		
(a) Development fees:	\$125,000	\$125,000	\$125,000	\$125,000	\$100,000	\$100,000	\$100,000	\$100,000	\$900,000		
Approved Development									\$ -		
Development Pending Approval									\$ -		
Projected Development									\$ -		
(b) Payments in Lieu of Construction	\$200,000	\$275,000	\$275,000	\$275,000	\$275,000	\$276,000	\$350,000	\$300,000	\$2,226,000		
(c) Other Funds (Specify source(s))									\$ -		
(d) Interest	\$2,500	\$5,000	\$5,000	\$5,000	\$5,000	\$5,500	\$6,000	\$6,000	\$ 40,000.00		
<b>Total</b>	<b>\$327,500</b>	<b>\$405,000</b>	<b>\$405,000</b>	<b>\$405,000</b>	<b>\$380,000</b>	<b>\$381,500</b>	<b>\$456,000</b>	<b>\$406,000</b>	<b>\$3,166,000.00</b>		

Monroe Township, Gloucester County projects a total of \$3,166,000 in revenue to be collected between January 1, 2018 and December 31, 2025. This projected amount, when added to Monroe Township's trust fund balance as of December 31, 2017, \$650,123.28, results in anticipated total revenue of \$3,816,123.28 available to fund and administer its affordable housing plan. All interest earned on the account shall be used only for the purposes of affordable housing.

## **2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS**

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by Monroe Township, Gloucester County.

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with Monroe Township's development fee ordinance for both residential and non-residential developments in accordance with the Department's rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

(b) Distribution of development fee revenues:

Requests for distribution of funds will first be made to the Municipal Housing Liaison (MHL) for eligible activities. The MHL will evaluate the request and provide a synopsis and recommendation to the Business Administrator. The request for funds will detail the amount requested, the beneficiary of the distribution, the use of funds and the time line for distribution. In this request for funds and determination of eligible activities the municipal staff may be assisted by the COAH-approved Administrative Agent and the Township Attorney. Upon examination and approval, the Business Administrator will transmit the requested amount to the Chief Financial Officer (CFO) of the municipality. If sufficient funds are available, the requested amount will be brought before the Township Council for approval and the amount encumbered in the affordable housing trust fund by the CFO. Township Council approval may take one of any number of forms, including resolution authorizing the expenditure of funds, inclusion of the amount on a bill list for approval, or any other mechanism allowed by statute or rule for the dispersal of funds. Once approved, the payment will be made by the CFO to the designated individual or organization and the proper notation made in the affordable housing trust fund.

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

#### (a) **Rehabilitation and new construction programs and projects (N.J.A.C. 5:93-8.16)**

Monroe Township, Gloucester County will dedicate \$2,008,827.55 to a Township sponsored housing rehabilitation program for owner occupied and rental units and to a Market to Affordable Program. Additional funds will be reserved for new construction programs (see detailed descriptions in the Housing Element and Fair Share Plan).

##### **Rehabilitation program: \$392,721**

The Township will dedicate \$392,721.00 as hard costs for the rehabilitation of owner occupied and rental units through a Township sponsored rehabilitation program. The Township will direct Program marketing to property owners of rental and owner occupied units; however, applications from rental property owners will receive priority. .

##### **Market to Affordable Program     \$1,616,106.65**

The Township will implement a Market to Affordable Program per the requirements of the Settlement Agreement and as outlined in the adopted Housing Plan Element and Fair Share Plan. The program will take fifty-six (56) existing rental or owner-occupied units and use Trust Funds to subsidize said units into affordable units for low and moderate income households. The Township has set aside \$1,616,106.65 for the program, averaging approximately \$27,500.00 per unit.



(b) **Affordability Assistance (N.J.A.C. 5:93-8.16)**

<b>AFFORDABILITY ASSISTANCE CALCULATION</b>					
Actual Development Fees through 12/31/17		\$	759,790.22		
Actual interest thru 12/31/2017	+	\$	16,290.57		
Projected Development Fees, 2018 thru 2025	+	\$	3,126,000.00		
Projected Trust Fund Interest, 2018 thru 2025	+	\$	40,000.00		
Less housing & admin Activity thru 12/31/2017	-	\$	125,957.51		
Total	=	\$	3,816,123.28		
30% Requirement	x .30	\$	1,144,836.98		
Less Affordability assist. expenditures thru 12/31/2016	-	\$	-		
Projected Min. Afford Asst, 1/1/2018 thru 12/31/2025	=	\$	1,144,836.98		
Proj Min Afford. Asst for Very Low Income, 2018 thru 2025	x 1/3	\$	381,612.33		

The Township of Monroe will dedicate \$1,144,836.98 from the affordable housing trust fund to render units more affordable. Following is a list of the Affordability Assistance programs offered. Program policies and procedures are included in **Appendix A.**, the Township of Monroe Affordability Assistance Manual.

1. **Security Deposit Assistance** - An interest -free loan, up to \$2,500, from the fund will be received by an income eligible renter with good credit standing who qualifies for a low- or moderate-income rental unit in a deed restricted affordable unit in the Township or its Rental Housing Rehabilitation Program or Rental Market to Affordable Program.
2. **Down Payment Assistance** Program is designed to help low- and moderate-income households achieve the goal of homeownership. This program will provide a *no interest, deferred payment loan, up to \$5,000* to homebuyers of deed restricted affordable properties within the Township to use as a principal down payment or for closing costs. The goal of the program is to provide financial assistance to income-qualified homebuyers moving to Monroe. The Township anticipates providing such assistance to up to 50 households.

3. **Emergency and Health/Safety Repairs** – Affordability Assistance funding is available to assist owners of low-and moderate-units to make emergency and/or health and safety related repairs, up to \$10,000, that they do not have the financial resources to make otherwise. Funding is not provided for standard maintenance items, work covered by the homeowner association, damage covered by homeowner insurance and/ or minor repairs such as small areas of peeling paint or other items that can be addressed easily by the homeowner. This funding will help preserve the affordable deed restricted housing stock and the residents who reside in the homes. Only units in the Township’s Fair Share Plan (portfolio of affordable units) may be eligible to apply.
4. **Create Additional Very Low Income Units**– \$381,612.33 of the \$1,144,836.98 will be utilized to encourage private sector provision of very low-income units through the offering of a subsidy for the development of said units. The affordability assistance will result in additional very low-income units beyond what is required by state affordable housing rules.

(c) **Administrative Expenses (N.J.A.C. 5:93-8.16(e))**

ADMINISTRATIVE EXPENSE CALCULATION					
Actual fees and interest thru 12/31/2017		\$	669,543.00		
Projected Development Fees and interest 2018 thru 2025	+	\$	3,166,000.00		
Payments-In-Lieu of construction and other deposits thru 12/31/17	+	\$	106,537.79		
Less RCA expenditures thru 12/31/25	-	\$	-		
Total For Admin. Calculation, 1/1/2018 to 12/31/2025	=	\$	3,942,080.79		
20% Maximum for Admin Expense	x .20	\$	788,416.16		
Less Admin thru 12/31/2017	-	\$	125,957.51		
Available for Admin 1/1/2018 Thru 12/31/2025	=	\$	662,458.65		

Monroe Township, Gloucester County projects that \$662,458.65 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

- a. Salaries of staff required to complete annual COAH monitoring tasks, implement housing rehabilitation programs, affordability assistance programs, and coordinate assistance with local nonprofit housing agencies;
- b. Consultant fees to update the Fair Share Plan and to monitor progress; and
- c. Administrative fees incurred by the Township to implement affirmative marketing requirements and affordability controls.

#### **4. EXPENDITURE SCHEDULE**

Monroe Township, Gloucester County intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units.

PROJECTS/ PROGRAMS	Number of Units Projected											
		2018	2019	2020	2021	2022	2023	2024	2025	Total		
Rehabilitation	16		\$100,000	\$100,000	\$192,721	\$0				\$392,721.00		
New Construction												
Market to Affordable	56	\$100,000	\$250,000	\$250,000	\$240,000	\$300,000	\$150,000	\$150,000	\$176,107	\$1,616,107.00		
										\$0.00		
<b>Total</b>										<b>\$2,008,828.00</b>		
Affordability Assistance		\$193,272	\$193,272	\$193,272	\$193,272	\$193,272	\$128,476	\$50,000		\$1,144,836.98		
Administration		\$82,807	\$82,807	\$82,807	\$82,807	\$82,807	\$82,807	\$82,807	\$82,807	\$662,458.64		
<b>Total</b>		\$376,080	\$626,080	\$626,080	\$708,801	\$576,080	\$361,283	\$282,808	\$258,914	\$3,816,124		

## **5. EXCESS OR SHORTFALL OF FUNDS**

In the event of any expected or unexpected shortfall if the anticipated revenues are not sufficient to implement the plan, Monroe Township, Gloucester County will seek grants, low cost loans or other revenue sources. If unable to secure grants, loans or other revenue sources then the town will use its bonding capacity. Towards that end, a resolution of intent to appropriate funds or bond was adopted by Township Council on December 23, 2008 (Resolution R:262-2008).

In the event more funds than anticipated are collected, projected funds exceed the amount necessary to implement the Fair Share Plan, or Monroe Township, Gloucester County is reserving funds for affordable housing projects to meet a future affordable housing obligation, these excess funds will be used to fulfill housing activities.

## **6. BARRIER FREE ESCROW**

Collection and distribution of barrier free funds shall be consistent with Monroe Township's Affordable Housing Ordinance in accordance with prevailing State regulation.

## **SUMMARY**

Monroe Township, Gloucester County intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:93-8.16 and consistent with the housing programs outlined in the adopted Housing Element and Fair Share Plan

Monroe Township, Gloucester County has a balance of \$650,123.28 as of December 31, 2017 and anticipates an additional \$3,166,000 in revenues through 2025 for a total of \$3,816,123.28. The municipality will dedicate \$2,008,827.55 of revenue for housing activities towards rehabilitation programs, new construction programs and market to affordable programs, \$1,144,836.98 to render units more affordable, and \$662,458.65 to administrative costs. Any shortfall of funds will be offset by the Township seeking grants, low cost loans or use of general revenues and its bonding capacity. The municipality will dedicate any excess funds or remaining balance toward future housing activities.

<b>SPENDING PLAN SUMMARY</b>		
Balance as of December 31, 2017		<b>\$650,123.28</b>
<b>PROJECTED REVENUE 2018-2025</b>		
Development fees	+	<b>\$ 900,000.00</b>
Payments in lieu of construction	+	<b>\$ 2,226,000.00</b>
Other funds	+	<b>\$ -</b>
Interest	+	<b>\$ 40,000.00</b>
<b>TOTAL AVAILABLE FUNDS</b>		
	=	<b>\$ 3,816,123.28</b>
<b>PROJECTED EXPENDITURES 2018-2025</b>		
Funds used for Rehabilitation		<b>\$ 392,721.00</b>
Funds used for New Construction		
Market to Affordable Program	+	<b>\$ 1,616,106.65</b>
	+	
	+	
	+	<b>\$ -</b>
Affordability Assistance*	+	<b>\$ 1,144,836.98</b>
Administration **	+	<b>\$ 662,458.65</b>
Excess Funds or Remaining Balance Reserved for Additional Affordable Housing Activity	=	<b>\$</b>
1. [list individual projects/programs]	-	<b>\$</b>
2.	-	<b>\$</b>
<b>TOTAL PROJECTED EXPENDITURES</b>	<b>=</b>	<b>\$ 3,816,123.28</b>
<b>REMAINING BALANCE</b>		
	=	<b>\$ -</b>

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MAY 5, 2018 SETTLEMENT AGREEMENT BETWEEN TOWNSHIP OF MONROE, FAIR SHARE HOUSING  
CENTER AND TEMPLE PROPERTIES



**FLORIO  
PERRUCCI  
STEINHARDT &  
CAPPELLI, LLC**

Louis Cappelli, Jr., Esquire  
[lcappelli@floriolaw.com](mailto:lcappelli@floriolaw.com)  
(856) 853-5530 Ext. 1311

May 4, 2018

**Via Email**

Mayor Daniel P. Teefy  
Members of Township Council  
Township of Monroe  
125 Virginia Avenue  
Williamstown, NJ 08094

**Re: IMO Monroe Township**

Dear Mayor and Council:

Enclosed herewith please find a copy of the Final Order Approving Settlement Agreement executed by Judge McDonnell in the above-referenced matter. As you will see from same, the Township can now move forward with introducing and adopting a Spending Plan, Fair Share Plan and implementing ordinances, which incorporate the terms of the FSHC Settlement Agreement and Developer Intervenor Consent Agreement no later than August 31, 2018. Thereafter, the Final Compliance Hearing will be held on September 20, 2018.

Upon receipt and review of this correspondence, should you have any questions, please feel free to contact me.

Very truly yours,

FLORIO PERRUCCI STEINHARDT  
& CAPPELLI, LLC

By:   
LOUIS CAPPELLI, JR.

LCJ/df  
Encl.

Cc: Susan McCormick, Twp. Clerk  
Rosemary Flaherty, Zoning Officer  
J. Timothy Kernan  
Stephen J. Boraske, Esquire

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<b>Rochelle Park Office</b> 218 Rt. 17N, Suite 410 Rochelle Park, NJ 07662 (201) 843-5858 phone (201) 843-5858 fax	<b>Phillipsburg Office</b> 235 Frost Avenue Phillipsburg, NJ 08865 (908) 454-8300 phone (908) 454-8300 fax	<b>Bethlehem Office</b> 60 W. Broad St., Suite 102 Bethlehem, PA 18018 (610) 691-7900 phone (610) 691-7900 fax	<b>Cherry Hill Office</b> 1010 Kings Hwy S. Cherry Hill, NJ 08096 (856) 853-5530 phone (856) 853-5531 fax	<b>New York Office</b> 80 Wall Street Suite 815 New York, NY 10005 (212) 500-0070 fax
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**FLORIO  
PERRUCCI  
STEINHARDT &  
CAPPELLI, LLC**

Louis Cappelli, Jr., Esquire  
[lcappelli@floriolaw.com](mailto:lcappelli@floriolaw.com)  
(856) 853-5530 Ext. 1311

May 4, 2018

**Via Email**

Susan McCormick, Twp. Clerk  
Township of Monroe  
125 Virginia Avenue  
Williamstown, NJ 08094

**Re: IMO Monroe Township**

Dear Ms. McCormick:

Enclosed herewith please find a copy of the Final Order Approving Settlement Agreement executed by Judge McDonnell in the above-referenced matter. Pursuant to same, you must retain a copy of this Order in your files so it can be made available for inspection by any interested party.

Upon receipt and review of this correspondence, should you have any questions, please feel free to contact me.

Very truly yours,

**FLORIO PERRUCCI STEINHARDT  
& CAPPELLI, LLC**

By:



**LOUIS CAPPELLI, JR.**

LCJ/df

Encl.

Cc: Mayor Daniel P. Teefy  
Members of Township Council  
Rosemary Flaherty, Zoning Officer  
Stephen J. Boraske, Esquire

**FLORIO PERRUCCI STEINHARDT & CAPPELLI, LLC**

LOUIS CAPPELLI, JR, ESQ. (Atty ID. No.: 033681987)

STEPHEN J. BORASKE, ESQ. (Atty ID. No.: 172292015)

1010 Kings Highway S – Building 2

Cherry Hill, NJ 08034

P: (856) 853-5530

F: (856) 354-8318

Email: [LCappelli@fpslawfirm.com](mailto:LCappelli@fpslawfirm.com)[SBoraske@fpslawfirm.com](mailto:SBoraske@fpslawfirm.com)*Attorneys for Plaintiffs, Township of Monroe and Monroe Township Planning Board***IN THE MATTER OF THE APPLICATION  
OF THE TOWNSHIP OF MONROE,  
COUNTY OF GLOUCESTER**SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
GLOUCESTER COUNTY

DOCKET NO. L-930-15

Civil Action – *Mount Laurel***FINAL ORDER APPROVING  
SETTLEMENT AGREEMENT**

**THIS MATTER** having been opened to the Court by the Law Offices of Charles A. Fiore<sup>1</sup> on behalf of declaratory plaintiffs, Township of Monroe ("Township") and Monroe Township Planning Board ("Planning Board") (collectively, "Monroe") via a Declaratory Judgment Complaint filed on July 7, 2015 to approve the Township's Housing Element and Fair Share Plan ("Fair Share Plan") in response to In re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) ("Mount Laurel IV"); and the Court having granted the Township immunity from Mount Laurel lawsuits from the time of the filing of Monroe's Declaratory Judgment action ("DJ Action"); and Fair Share Housing Center ("FSHC"), having participated as a defendant in Monroe's DJ Action; and Summerfields West, LLC, and Friendly Village MHP, LLC, as nominees for Temple Companies (collectively, "Developer Intervenor"), having participated as an Intervenor in

<sup>1</sup> Florio Perrucci Steinhardt & Cappelli, LLC substituted as counsel for declaratory plaintiff on or about January 8, 2018.

Monroe's DJ Action; and FSHC's expert, David Kinsey, PhD, P.P., F.A.I.C.P., having issued an expert report that calculated fair share obligations for all of the municipalities in the state; and the Township having hired Econsult Solutions, Inc., which produced its own expert report calculating fair share obligations for all municipalities in the state; and the Township, FSHC, and Developer Intervenor having entered negotiations to try to agree on the magnitude of the Township's third round fair share obligation and how the Township would comply with same; and the Township's professionals and FSHC having agreed upon a form of settlement agreement ("FSHC Settlement Agreement"), which was executed by Kevin D. Walsh, Esq., on behalf of FSHC and George W. Matteo, Jr., Esq., on behalf of Developer Intervenor; and the Township's professionals and Developer Intervenor having agreed upon a form of consent agreement ("Developer Intervenor Consent Agreement"), which was executed by George W. Matteo, Jr., Esq.; and the Township having adopted a resolution on December 11, 2017 authorizing the Mayor of the Township to execute the FSHC Settlement Agreement and Developer Intervenor Consent Agreement, which he subsequently did; and that at this point in the process resulting from the Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for FSHC and the Township to have arrived at a settlement regarding the Township's third round, present and prospective need, instead of doing so through plenary adjudication of the third round, present and prospective need; and the Court having set a date of January 30, 2018 for a Fairness Hearing to entertain approval of the FSHC Settlement Agreement and Developer Intervenor Consent Agreement, and to determine whether said settlement is fair, reasonable and adequately protects the interest of low and moderate income households; and the Township having been required to provide notice of the Fairness Hearing through both publication and direct service on interested parties; and counsel for Monroe having

submitted a copy of the Public Notice and Affidavit of Publication to document that public notice of the Fairness Hearing had been given; and Monroe having not directly served all interested parties as required by E./W. Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 323 (App. Div. 1996) (citing Morris County Fair Housing Council v. Boonton Tp., 197 N.J. Super. 359 (Law Div. 1984)); and the Fairness Hearing having been held on January 30, 2018; and no member of the public having objected to the FSHC Settlement Agreement and Developer Intervenor Consent Agreement prior to the Fairness Hearing; and no member of the public having appeared at the Fairness Hearing to object to the FSHC Settlement Agreement and Developer Intervenor Consent Agreement; and the Court having ordered counsel for Monroe to directly serve notice on all interested parties of the Fairness Hearing held on January 30, 2018 and further provided all interested parties with an additional fifteen (15) day objection period pursuant to the Court's February 16, 2018 Order; and counsel for Monroe having directly served and noticed all interested parties of the Fairness Hearing by certified and regular mail on February 23, 2018 as certified in the March 14, 2018 Proof of Service of Stephen J. Boraske, Esq., filed on behalf of Monroe; and no interested party or member of the public having objected to the FSHC Settlement Agreement and Developer Intervenor Consent Agreement during the fifteen (15) day objection period provided by the Court's February 16, 2018 Order; and the Court having conducted a telephonic Case Management Conference on the record on April 3, 2018 and confirmed that no objections to the FSHC Settlement Agreement or Developer Intervenor Consent Agreement had been received before, during, or after the Fairness Hearing; and the Court having heard the testimony of the Township Planner, Timothy Kernan, P.E., P.P., C.M.E. at the Fairness Hearing; and having reviewed all of the documents submitted into evidence during the Fairness Hearing; and having considered the representations of counsel for Monroe,

FSHC, and the Developer Intervenor during the Fairness Hearing; and the Court having found the FSHC Settlement Agreement and Developer Intervenor Consent Agreement to be fair, reasonable, and compliant with the Mount Laurel doctrine as stated on the record during the Fairness Hearing; and the Court being satisfied that the parties are entitled to the relief sought; and for good cause having been shown;

**IT IS HEREBY ORDERED** on this 3rd day of May 2018, as follows:

1. The FSHC Settlement Agreement and Developer Intervenor Consent Agreement are fair, reasonable, and compliant with the Mount Laurel doctrine in that they adequately protect the interests of low and moderate income households and create a realistic opportunity for the Township to meet its fair share of the regional need for low and moderate income housing.

2. The Township is to introduce and adopt a Spending Plan, Fair Share Plan, and implementing ordinances incorporating the terms of the FSHC Settlement Agreement and Developer Intervenor Consent Agreement in accordance with the terms and procedures set forth in the Fair Housing Act ("FHA"), N.J.S.A. 52:27D-301 et seq. and the Municipal Land Use Law ("MLUL"), N.J.S.A. 40:55D-1 et seq., on notice and opportunity to be heard to the public and designated interested parties, including FSHC and the Developer Intervenor, within **one-hundred twenty (120) days** from the date of this Order, by August 31 \_\_\_\_\_, 2018.

3. Following the one-hundred twenty (120) day implementation period set forth above, the Court shall conduct a Final Compliance Hearing on September 20 \_\_\_\_\_, 2018, at 2:00 PM wherein the Court will determine whether the Township is entitled to a final "Judgment of Compliance and Repose" or "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in Mount Laurel IV, with

said accompanying protection, if granted, to remain in effect through July 1, 2025 in accordance with the terms of the FSHC Settlement Agreement.

4. The Township is entitled to continued immunity and the accompanying protection from Mount Laurel exclusionary zoning and/or builders' remedy lawsuits as provided under the FHA and in accordance with Mount Laurel IV until the Court's determination following the Final Compliance Hearing.

**IT IS FURTHER ORDERED** that a copy of this Order shall be served upon all parties within seven (7) days from Plaintiff's receipt of the signed Order.

**IT IS FURTHER ORDERED** that a copy of this Order shall be available for inspection by any interested party.

/s/ Anne McDonnell

\_\_\_\_\_  
ANNE MCDONNELL, P.J. Ch.

\_\_\_\_ Opposed

X  Unopposed

**FPSF** FLORIO PERRUCCI  
STEINHARDT & FADER

Attorneys at Law

LLC

1010 Kings Highway South, Bldg. 2, Cherry Hill, NJ 08034

Louis Cappelli, Jr.,  
Esquire  
[lcappelli@fpsflawfirm.com](mailto:lcappelli@fpsflawfirm.com)  
(856) 853-5530 Ext. 1311

January 17, 2018

Via Email

Susan McCormick, Twp. Clerk  
Township of Monroe  
125 Virginia Avenue  
Williamstown, NJ 08094

RE: IMO Monroe Township, Gloucester County  
Docket No.: GLO-L-930-15

Dear Ms. McCormick:

Enclosed herewith please find copies of the fully executed Settlement Agreement and Consent Agreement between the Township of Monroe and Summerfields West, LLC in regard to the above-referenced matter to be retained in your office.

Upon receipt and review, should you have any questions, please feel free to contact me.

Very truly yours,

FLORIO PERRUCCI STEINHARDT  
& FADER, LLC

By: */s/ Louis Cappelli, Jr.*  
LOUIS CAPPELLI, JR.

LCJ/df  
Encl.

Cc: Mayor Daniel P. Teefy  
Members of Township Council  
J. Timothy Kernan

<b>Rochelle Park Office</b> 218 Rt. 17N, Suite 410 Rochelle Park, NJ 07662 (201) 843-5858 phone (201) 843-5877 fax	<b>Phillipsburg Office</b> 235 Frost Avenue Phillipsburg, NJ 08865 (908) 454-8300 phone (908) 454-5827 fax	<b>Bethlehem Office</b> 60 W. Broad St., Suite 102 Bethlehem, PA 18018 (610) 691-7900 phone (610) 691-0841 fax	<b>Cherry Hill Office</b> 1010 Kings Hwy S. Cherry Hill, NJ 08096 (856) 853-5530 phone (856) 853-5531 fax	<b>New York Office</b> 80 Wall Street Suite 815 New York, NY 10005 (212) 792-9070 phone
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## **SETTLEMENT AGREEMENT**

**In the Matter of the Township of Monroe, County of Gloucester**

Docket No. L-930-15

November 30, 2017

This document memorializes the terms of an agreement reached between the Township of Monroe ("the Township" or "Monroe"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV) and, through this settlement, a defendant in this proceeding and Summerfields West, LLC, a New Jersey Limited Liability Company and Friendly Village MHP, LLC, a Delaware Limited Liability Company, as nominees for the Temple Companies (collectively "Developer Intervenor").

### **Background**

Monroe filed the above-captioned matter in July 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with N.J.A.C. 5:96 and 5:97, *supra*. Monroe Township and the Fair Share Housing Center (FSHC) have agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review. Monroe Township has entered into a separate Consent Settlement Agreement ("Consent Agreement") with the Developer Intervenor, said Consent Agreement being incorporated herein by reference and attached hereto as Exhibit "A".

### **Settlement Terms**

The Township and the FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan ("the Plan"), and the implementation of the Plan and this agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999), Gap Period Present Need (1999-2015) and Third Round Prospective Need (2015-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Gap Period and Third Round Present and Prospective Need instead of doing so through plenary adjudication of the Present and Prospective Need.



3. FSHC and Monroe hereby agree that Monroe's affordable housing obligations are as follows:

Monroe Township Affordable Housing Obligations	
Rehabilitation Share or Present Need (per Kinsey Report <sup>1</sup> )	158
Prior Round Obligation (pursuant to N.J.A.C. 5:93 <sup>2</sup> )	439
Gap Period (1999-2015) Present Need <sup>3</sup>	400
Third Round (2015-2025) Prospective Need (per Kinsey Report. <sup>4</sup>	0

4. For purposes of this agreement, the Gap Period Present Need, is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in its January 18, 2017 decision in re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Township's efforts to meet its Present Need of 158 units include the following:
- Through the Gloucester County Home Improvement Program, between 2010 and 2014, 85 Monroe Township homes have been rehabilitated. (Further updated information is still being compiled by Gloucester County).

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<sup>1</sup> David N. Kinsey, PhD, PP, FAICP, New Jersey Low and Moderate Income Housing Obligations For 1999-2025 Calculated Using The NJ COAH Prior Round (1987-1999) Methodology, July 26, 2016.

<sup>2</sup> As determined by COAH.

<sup>3</sup> July 26, 2016 and April 12, 2017.

<sup>4</sup> July 26, 2016 Kinsey Report.

- b. Moving forward, to address the remainder of its rehabilitation obligation, the Township will also work with the Gloucester County Home Improvement Program to advertise the County program to Monroe residents. This is a federally funded program geared towards homeowner rehabilitated units.
- c. After the Settlement Agreement is approved, the Township will reserve a maximum of \$393,721 of its affordable housing trust fund account to complete an estimated 16 rehabilitations through a Township-sponsored Home Improvement Program to be geared towards rental unit rehabilitation.

<b>Present Need (Rehabilitation) Obligation</b>	
<b>Mechanism</b>	<b>Total</b>
Gloucester County Owner Occupied Rehabilitation Program Rehabilitation Units Completed or Under Repair 2010- 2014 <i>(Awaiting updated data from County from 2010 -2014)</i>	85
GCHRP - Assume average of 10/year from 2015 -2025 in estimated additional units	60
Monroe Township Rental Home Improvement Program which will be initiated in 2018. Assume 2018-2025 16 units at \$25,000/unit	16
<b>Total Estimated Rehabilitation Credits</b>	<b>161</b>
<b>Rehabilitation Obligation</b>	<b>158</b>

- 6. As noted above, the Township has a Prior Round obligation (PRO) of 439 units as certified by the COAH. This PRO has been met with existing developments. These existing developments are indicated in the table below:
  - a. Prior Cycle Credits - Three projects which total 140 affordable units were constructed and occupied between 1980 and 1986. These units qualify for prior cycle credits on a direct one-to-one basis. All of these units were included in the HEFSP certified by COAH in 1995.

- b. 100% Affordable Developments – Five completed and occupied developments consisting of 100% affordable family units. Four of the developments (Willow Creek (38), Monroe Towne I (36), Pleasant Acres (36) and Justin Commons (132) are family rental units. Oak Street Redevelopment includes four affordable for-sale homes.
- c. Inclusionary Developments - Garden Villas at Amberleigh (17) are family for-sale homes and Barclay Glen (23) and Barclay Glen North (8) are existing affordable rental homes within inclusionary developments.
- d. Existing affordable units exceed the Township's PRO by 70 credits. These 70 credits from Justin Commons, will be carried forward to address the Township's Gap Period and future obligations.

PRIOR ROUND OBLIGATION				
Project	Credit Type	Credit	Rental Bonus	Total
Mimosa Ridge	Prior Cycle Credits /NAR/R	30		30
Carino Park Apartments	Prior Cycle Credits/ AR/R	100		100
Gloucester County Housing Authority Single Family Scattered Sites	Prior Cycle Credits/ NAR/R	10		10
Willow Creek (Monroe Towne East)	NAR/ R	38		38
Monroe Towne I	NAR/R	36		36
Pleasant Acres (Monroe Towne II)	NAR/R	36	13	49
Justin Commons (Scotland Commons)	NAR/R	132	62	194
Oak Street Redevelopment	NAR/S	4		4
Garden Villas at Amberleigh	NAR/S	17		17
Barclay Glen	NAR/R	23		23
Barclay Glen North	NAR/R	8		8
Total		434	75	509
Prior Round Obligation		439		
Excess Credits To Carryover To Future Rounds		70		
Key: NAR/R – Family Rental    NAR/S Family Sale    AR/R – Age-Restricted Rental    AR/S – Age-Restricted Sale				

7. The Township's Gap Period (1999-2015) Present Need obligation (GPO) of 400 credits will be addressed with a variety of mechanisms as shown in the table below. There are 127 excess credits that will be carried forward to future rounds.

GAP PERIOD OBLIGATION (1999 – 2015)					
Project	Credit Type	Gap Period Credits	Future Credits	Rental Bonus	Total Credits
Summerfields West Partners	NAR/S	17			17
Summerfields West II	NAR/S	37			37
Route 322 Associates	NAR/S	16			16
Barclay Glen South	NAR/R	36		36	72
Mink Lane Landfill Redevelopment	NAR/R		42		42
Acme Redevelopment	NAR/R		50		50
Justin Commons	NAR/R	64	6	64	134
County Village at Whitehall	AR/S	22			22
Catholic Charities	AR/R	47	29		76
Blaze Mill (Market to Affordable)	NAR/R or S	56			56
Morgan Development Group	NAR/R	5			5
Total		300	127	100	527
Gap Period Obligation		400			
Excess credits to carry over to future rounds		127			
Key: NAR/R – Family Rental    NAR/S - Family Sale    AR/R – Senior Rental    AR/S – Senior Sale					

- a. Summerfields West Partners and Summerfields West II include 2 manufactured homes developments. They have entered into the Consent Agreement of even date herewith, with the Township, to transfer all the required affordable units (54) to Friendly Village as family

for-sale homes, in compliance with the terms of this Agreement. The specific terms of the Consent Agreement between the Developer Intervenor and the Township, attached hereto as Exhibit "A", are specifically incorporated herein by reference. The Summerfields West development has final approval. Summerfields West II is under review by the Pinelands Commission before it can be acted upon by the Township.

- b. Route 322 Associates is an inclusionary development which has final Planning Board approval. It is a family for-sale housing development with 16 affordable homes.
- c. Barclay Glen South is an approved inclusionary development with 36 family rental homes.
- d. Mink Lane Landfill Redevelopment received Township approval as a redevelopment area in 2006. The Redevelopment Plan is currently in process of revision. All housing planned will have a 20% set-aside similar to the 2006 Redevelopment Plan. All Mink Lane credits will be carried forward to address the Township's future affordable housing obligations.
- e. Acme Redevelopment Area Plan - Amendment #2 was approved by the Township and the Pinelands Commission in 2008. It is anticipated that about 250 family rental homes will be constructed with a 20% affordable set-aside. All proposed Acme affordable homes will be carried over to future rounds.
- f. Justin Commons is an existing 132 family rental apartments homes in a 100% affordable development. Sixty-two apartments were credited in the PRO. Of the remaining 70 family rental apartments, 64 will be credited in the GPO and 6 apartments will address future affordable housing obligations.
- g. County Village at Whitehall is an approved age-restricted development with 22 affordable for-sale homes. The owner originally asked to convert the development into non-age-restricted homes. However, at this time, the developer has requested a re-conversion back to age-restricted homes.
- h. Catholic Charities is a 100% affordable age-restricted apartment development. It has final approval for 76 rental apartments. Forty-seven (47) credits will be used in the GPO. The 29
- i. remaining credits will be carried over to future rounds.
- j. Blaze Mill is an inclusionary development which received approval in 2013 for 56 affordable market-to-affordable units. Blaze Mill is obligated to provide \$1.54M in funding for the

units. The Township has agreed to set up a Market-to-Affordable Program for both sale and rental units. The Housing Agent has been appointed and the program mechanisms are in place to start the program once the HEFSP has been adopted and approved by the Court.

- k. Morgan Development Group includes plans for five family rental homes for the developmentally disabled. The site location is currently being identified.

8. The Township shall meet its Gap Period Present Need obligation in accordance with the

<b>MONROE TOWNSHIP GAP PERIOD OBLIGATION REQUIREMENTS</b>		
<b>GPO 1999-2015</b>		
<i>(Based on 400 Unit GPO -100 Rental Bonus Credits = 300 Net GPO)</i>		
<b>Gap Period Compliance Standards and Incentives</b>	<b>Units Required/ Permitted</b>	<b>Units Proposed</b>
Low Income and Very Low Income Housing – Minimum 50% of net GPO	150	150
Very Low Income Housing – Minimum 13% of net GPO	39	39+ <sup>5</sup>
Family Housing - Minimum 50% net GPO	150	175+
Rental Housing - Minimum 25% GPO	100	152+
Family Rental Housing – Minimum 50% Rental Housing Obligation or 12.5% GPO	50	105+
Age-Restricted Housing Cap – Maximum 25% of GPO	100	71
Rental Bonus Cap - Maximum 25% GPO	100	100

following standards as agreed to by the Parties and reflected in the table below:

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<sup>5</sup> Blaze Mill 56 Market to Affordable credits are not included in these calculations since they are either rental or sale homes.

- a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
  - b. At least 50 percent of the units addressing the Gap Period Present Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
  - c. At least 13% of the units addressing the Gap Period Present Need shall be affordable to very-low-income households.
  - d. At least twenty-five percent of the Gap Period Present Need shall be met through rental units, including at least half in rental units available to families.
  - e. At least half of the units addressing the Gap Period Present Need in total must be available to families.
  - f. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
9. FSHC and Monroe agree that Monroe shall be entitled to carry 127 credits from the surplus units to be used toward any affordable housing obligations that are calculated after 2025 and shall be credited in accordance with the applicable law at that time.
10. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f) (5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, and the Gloucester County Chapter of the NAACP, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
11. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the



exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Township, as part of its HEFSP, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

- a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 5) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- b. The income limits attached hereto as Exhibit A are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2017, and shall be utilized until the Borough updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
- d. In establishing sale prices and rents of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above. The resale prices of owner-occupied low- and moderate- income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall

the maximum resale price established by the administrative agent be lower than the last recorded purchase price. The rent levels of very-low, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

- e. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.
12. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable laws.
13. As an essential term of this settlement, within one hundred twenty (120) days of the Court's approval of this Settlement Agreement, the Township shall adopt a final Housing Element and Fair Share Plan incorporating the terms of this Settlement Agreement and introduce and adopt ordinance(s) providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Settlement Agreement, the Consent Agreement and the zoning contemplated herein.
14. The parties agree that if a decision of a court of competent jurisdiction in Gloucester County, or if no court in Gloucester County issues a decision on fair share obligations then a court within COAH's Region 5 (Burlington, Camden and Gloucester), or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total Gap Period present need (which in the case of Monroe would be an obligation of 320 or lower) need obligation established in this agreement, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to implement the mechanics within the Housing Element and Fair Share Plan, including by leaving in place any site-specific zoning adopted or relied upon in connection with the Plan approved pursuant to this Settlement Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this agreement does not provide a basis for seeking leave to amend this agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

15. The Township shall prepare and adopt a Spending Plan within one hundred twenty (120) days of the Court's approval of this Settlement Agreement, which shall be reviewed by FSHC. The Township reserves the right to request the Court's approval that the expenditures of funds under the revised Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of in re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this agreement, and every anniversary thereafter through July 1, 2025, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services or other approved forms. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
16. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through July 1, 2025, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website, with a copy of such posting provide to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or Local Government Services or other approved forms.
17. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
  - a. For the midpoint realistic opportunity review due five years from the date of the "Judgement of Compliance and Repose" or 'the judicial equivalent of substantive certification' as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or

unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented.

- b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein.
18. FSHC and the Developer Intervenor are hereby deemed to have party status in this matter and to have intervened in this matter as defendants without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC and the Developer Intervenor as intervenors, but the absence of such an order shall not impact FSHC or Developer Intervenor's rights.
19. Prior to becoming effective, this Settlement Agreement must be approved by the Court following a Fairness Hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its Planner as a witness at this hearing. FSHC agrees not to challenge the Housing Element and Fair Share Plan at the Fairness Hearing. In the event the Court approves this proposed settlement, the parties agree that the Township will be entitled to either a "Judgment of Compliance and Repose" or "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA", as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015), which shall be determined by the trial judge and both parties agree not to appeal the decision of the trial judge as to whether Monroe receives a judgment of compliance and repose or the judicial equivalent of substantive certification. The "accompanying protection" shall remain in effect through July 1, 2025. If the Settlement Agreement is rejected by the Court at a Fairness Hearing it shall be null and void.
20. If an appeal is filed of the Court's approval or rejection of the Settlement Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful at which point, the Parties reserve their right to rescind any action taken in anticipation of the trial court's

approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.

21. This Settlement Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Gloucester County.
22. 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.
23. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
24. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
25. 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.
26. 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.
27. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
28. 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.

29. 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.
30. No member, official or employee of the Township shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
31. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
32. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

**TO FSHC:**

Kevin D. Walsh, Esq.  
Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, NJ 08002  
Phone: (856) 665-5444  
Telecopier: (856) 663-8182  
E-mail: [kevinwalsh@fairsharehousing.org](mailto:kevinwalsh@fairsharehousing.org)

**TO THE TOWNSHIP/TOWNSHIP:**

Charles A. Fiore, Esq.  
34 South Main Street  
P.O. Box 525  
Williamstown, New Jersey 08094  
Bergenfield, New Jersey 07621  
Phone: (856) 875-1166  
Facsimile: (856) 875-1412  
Email: [cataniaalaw@verizon.net](mailto:cataniaalaw@verizon.net)

**TO DEVELOPER INTERVENOR:**

601 Route 73 North, Suite 303

George W. Matteo, Jr.

Marlton, NJ 08053

Phone: 856-396-6900

Facsimile: 856-396-6919

Email: [gmatteo@matteolaw.com](mailto:gmatteo@matteolaw.com)

**WITH A COPY TO THE TOWNSHIP:**

Sue

McCormick, Twp. Clerk Township of Monroe

125 Virginia Avenue

Williamstown, New Jersey 08094

Email: [smccormick@monroetownshipnj.org](mailto:smccormick@monroetownshipnj.org)

Please sign below if these terms are acceptable.

Kevin D. Walsh, Esq.

Date

Counsel for Intervenor/Interested Party

Fair Share Housing Center

On behalf of the Township of Monroe, with the authorization of the Governing Body and Planning Board:

Dail P. Fyfe Mayor 12/13/17  
Name, Title Date

George W. Matteo, Jr., Esq.

Date

**TO DEVELOPER INTERVENOR:**

601 Route 73 North, Suite 303

George W. Matteo, Jr.

Marlton, NJ 08053

Phone: 856-396-6900

Facsimile: 856-396-6919

Email: [gmatteo@matteolaw.com](mailto:gmatteo@matteolaw.com)

**WITH A COPY TO THE TOWNSHIP:**

Sue

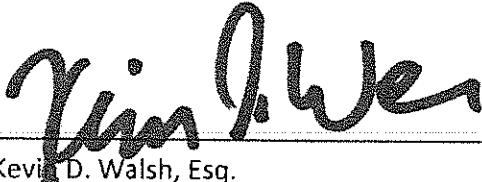
McCormick, Twp. Clerk Township of Monroe

125 Virginia Avenue

Williamstown, New Jersey 08094

Email: [smccormick@monroetownshipnj.org](mailto:smccormick@monroetownshipnj.org)

Please sign below if these terms are acceptable.



Kevin D. Walsh, Esq.

Counsel for Intervenor/Interested Party

Fair Share Housing Center

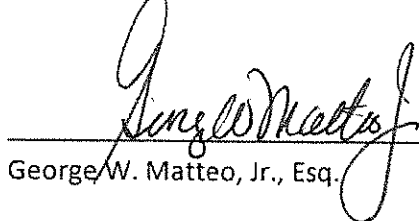


Date

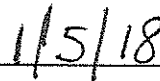
On behalf of the Township of Monroe, with the authorization of the Governing Body and Planning Board:

Name, Title

Date



George W. Matteo, Jr., Esq.



Date



Counsel for Intervenor/Interested Party

Developer Intervenor Summerfields West, Friendly Village and the Temple Companies

R:\AllOffices\EggHarbor\Projects\MMT\MMT-001\Reports\Planning\Settlement Agreement\170831\_Draft Monroe\_Settlement\_Agreement\_JBedutsmr response171031.docx

**EXHIBIT A: 2017 INCOME LIMITS**

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - August 2017

**2017 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE**

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sales***	Regional Asset Limit****
<b>Region 1</b> Bergen, Hudson, Passaic and Sussex	Median	\$60,271	\$64,576	\$68,882	\$77,492	\$86,102	\$89,546	\$92,990	\$99,878	\$106,766	\$113,655		
	Moderate	\$48,217	\$51,661	\$55,105	\$61,993	\$68,882	\$71,637	\$74,392	\$79,903	\$85,413	\$90,924	1.7%	\$166,493
	Low	\$30,136	\$32,288	\$34,441	\$38,746	\$43,051	\$44,773	\$46,495	\$49,939	\$53,383	\$56,827	1.99%	
<b>Region 2</b> Essex, Morris, Union and Warren	Median	\$65,953	\$70,663	\$75,374	\$84,796	\$94,218	\$97,987	\$101,755	\$109,293	\$116,830	\$124,368		
	Moderate	\$52,762	\$56,531	\$60,299	\$67,837	\$75,374	\$78,389	\$81,404	\$87,434	\$93,464	\$99,494	1.7%	\$180,756
	Low	\$32,976	\$35,332	\$37,687	\$42,398	\$47,109	\$48,993	\$50,878	\$54,646	\$58,415	\$62,184	3.25%	
<b>Region 3</b> Hunterdon, Middlesex and Somerset	Median	\$73,780	\$79,050	\$84,320	\$94,860	\$105,400	\$109,616	\$113,832	\$122,264	\$130,696	\$139,128		
	Moderate	\$59,024	\$63,240	\$67,456	\$75,888	\$84,320	\$87,693	\$91,066	\$97,811	\$104,557	\$111,302	1.7%	\$200,698
	Low	\$36,890	\$39,525	\$42,160	\$47,430	\$52,700	\$54,808	\$56,916	\$61,132	\$65,348	\$69,564	0.38%	
<b>Region 4</b> Mercer, Monmouth and Ocean	Median	\$66,022	\$70,738	\$75,454	\$84,885	\$94,317	\$98,090	\$101,862	\$109,408	\$116,953	\$124,498		
	Moderate	\$52,817	\$56,590	\$60,363	\$67,908	\$75,454	\$78,472	\$81,490	\$87,526	\$93,562	\$99,599	1.7%	\$177,413
	Low	\$33,011	\$35,369	\$37,727	\$42,443	\$47,158	\$49,045	\$50,931	\$54,704	\$58,476	\$62,249	1.53%	
<b>Region 5</b> Burlington, Camden and Gloucester	Median	\$58,240	\$62,400	\$66,560	\$74,880	\$83,200	\$86,528	\$89,856	\$96,512	\$103,168	\$109,824		
	Moderate	\$46,592	\$49,920	\$53,248	\$59,904	\$66,560	\$69,222	\$71,885	\$77,210	\$82,534	\$87,859	1.7%	\$154,194
	Low	\$29,120	\$31,200	\$33,280	\$37,400	\$41,600	\$43,264	\$44,928	\$48,256	\$51,584	\$54,912	2.09%	
<b>Region 6</b> Atlantic, Cape May, Cumberland, and Salem	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332		
	Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066	1.7%	\$136,680
	Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166	0.00%	
	Very Low	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900		

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

\* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

\*\* This column is used for calculating the pricing for rent increases for units as per N.J.A.C. 5:97-9.3. The increase for 2015 was 2.3%, the increase for 2016 was 1.1% and the increase for 2017 is 1.7% (Consumer price index for All Urban Consumers (CPI-U)). Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015 or 2016 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

\*\*\* This column is used for calculating the pricing for resale increases for units as per N.J.A.C. 5:97-9.3. As per 5:97-9.3(b), The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

\*\*\*\* The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

Note: Since the Regional Income Limits for Region 6 in 2016 were higher than the 2017 calculations, the 2016 income limits will remain in force for 2017. See N.J.A.C. 5:97-9.2(c).

**CONSENT AGREEMENT BETWEEN THE TOWNSHIP OF MONROE AND  
SUMMERFIELDS WEST, LLC**

This Affordable Housing Agreement ("Agreement") is made as of November\_\_\_\_, 2017 between Summerfields West, LLC, a New Jersey Limited Liability Company and Friendly Village MHP, LLC, a Delaware Limited Liability Company, as a nominee of Temple Companies (collectively the "Intervenor"), all with a business address of 225 Village Parkway, Williamstown, New Jersey 08094 and (ii) the Township of Monroe, a New Jersey municipal corporation with a principal address of 125 Virginia Avenue, Williamstown, New Jersey 08094 (the "Township"). The Intervenor and the Township may hereinafter be referred to individually as "Party" or collectively as the "Parties."

WHEREAS, The Township of Monroe initiated a lawsuit known as IMO of Monroe Township, Gloucester County dated July 8, 2015 Docket No. GLO-L-930-15, and:

WHEREAS, The Intervenor, named herein, filed a motion and intervened in the above referenced action which was granted by order of the court date July 22, 2016.

WHEREAS, Intervenor is the owner of property located in the Township, which property is identified on the Township tax maps as Block 3901, Lots 31 and 32 (the "Property"); and

WHEREAS, the Intervenor is the owner of Friendly Village of Williamstown and Summerfields at Friendly Village identified on the tax maps as Block 8501, Lots 5, 10, 12, 20, and 22 ("Friendly Village"). Friendly Village is existing and is fully developed and occupied and has been part of the Monroe Township community for several decades. Friendly Village was developed at various times over many years but it makes up a single community consisting of 575 units. Friendly Village is an unrestricted family manufactured housing community; and

WHEREAS, Intervenor also owns approximately 164+/- acres of partially developed and vacant land on the northeast side of Route 322. That land is partially developed at this point. In

2008 Intervenor received preliminary and final approval from the Pinelands Commission and the Township to develop 145 age-restricted manufactured housing units on 50.67 acres (**"Approval"**). After acquiring an additional 91.84 +/- acres, Intervenor is seeking to construct an additional 338 age-restricted manufactured housing units (**"Additional Approval"**). Intervenor currently has an application for review before the Pinelands Commission for a Certificate of Filing to proceed with an application before the Monroe Township Planning Board. The new land to be developed is in the Pinelands RG-RA zoning district which permits, by-right, the development of age-restricted housing. Mobile home parks are conditionally permitted uses in the RG-RA zone and can be developed pursuant to the Township's Mobile Home Park ordinance at a by-right density of 4.5 units per acre. Intervenor's Approval and the proposed Additional Approval is consistent with the Township's Mobile Home Park ordinance and the standards for mobile home parks set forth in the RG-RA zoning ordinance and the by-right density provided for in said ordinance for mobile home parks.

**WHEREAS**, under the current Monroe Township Affordable Housing Plan, a percentage of new construction is required to have affordable housing set aside. In the previously approved Summerfields West, 11.11% of the units have to be affordable to low and moderate owners. In the case of the 145 previously approved units that means 17 units must be affordable. Said units are to be phased in over the course of development of the project, based on units sold. With the additional 338 units proposed to be developed, Intervenor, under the existing Affordable Housing Plan, is required to provide an additional 37 affordable units, if the full 338 units are approved, also phased in over the course of development. In the end, the Summerfields West project, if all projected units are approved, will provide a total of 54 affordable housing units phased in over the

course of the development. Any affordable units are produced by Summerfields West will be age-restricted affordable; and

**WHEREAS**, Intervenor has intervened in the pending Mt. Laurel case seeking immunity by Monroe Township. The parties' proposed settlement is a result of discussions with the Township's solicitor and municipal officials that would result in a better affordable housing plan that could produce up to 54 family affordable housing units to help offset the Township's obligation to provide a realistic opportunity to provide affordable housing unit. By providing family units rather than solely age-restricted units better serves the spirit and intent of the Mt. Laurel decision and the mandate of the Supreme Court as well as satisfy the concerns of FSHC over strictly age-restricted units; and

**WHEREAS**, at the time of the Intervenor Approval, New Jersey law relative to certain aspects of the implementation of the Mount Laurel Doctrine was in flux;

**WHEREAS**, the Mount Laurel Doctrine is collectively embodied by the judicial precedent established in Southern Burlington Cty. N.A.A.C.P. v. Tp. of Mt. Laurel, 67 N.J. 151 (1975) ("Mount Laurel I"), Southern Burlington Cty. N.A.A.C.P. v. Tp. of Mt. Laurel, 92 N.J. 189 (1983) ("Mount Laurel II") and their judicial progeny, the Legislature's enactment of the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (the "FHA") and the regulations adopted by the New Jersey Council on Affordable Housing ("COAH"), N.J.A.C. 5:91-1, et seq., N.J.A.C. 5:92-1, et seq., N.J.A.C. 5:93-1, et seq., N.J.A.C. 5:94-1, et seq., N.J.A.C. 5:95-1, et seq., N.J.A.C. 5:97-1 et seq. (the "COAH Rules"); and

**WHEREAS**, the parties herein believe that this consent agreement is consistent with the intent of the Mt. Laurel decision and the mandate of the Supreme Court. The Intervenor also feels

that family affordable units would better satisfy the concerns of the FSHC over strictly age restricted units.

The parties set forth herein agree to the following with the approval of the court:

1. Rather than provide age restricted affordable units as part of Summerfields West, the parties agree that the equivalent number of affordable units be provided in Friendly Village which is not age restricted.
2. Over the next ten years more than 100 existing units in Friendly Village will either be replaced or rehabbed. The replaced or rehabbed units are units that have become functionally obsolete and are beyond their useful life. Those units are either replaced completely or completely rehabbed to be like new with units that will be provided as affordable units consistent with this Agreement.
3. In manufactured housing, affordable communities only the cost of the unit need be affordable while the pad rent can reflect market rate which still qualifies as an affordable unit for credit towards the town's obligation. The pad rent in Friendly Village is based on the pad size (for a single wide or a double wide) and the location within the community. The pad rent is treated as a condominium or homeowner association fee pursuant to the regulations on pricing of affordable units pursuant to the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq.
4. The 54 units will be dispersed throughout the community as units are replaced or rehabbed rather than concentrated in only one section of the community. This will assume that the units are not concentrated within one area of the existing park.

5. The 54 units could be dispersed over the 575 units with negligible impact on the community while providing a greater opportunity for families in need of affordable housing opportunities.
6. Currently Friendly Village is singled metered for water service for the entire community. The Intervenor is proposing to install private sub meters on the units, so the affordable units will be able to control individual cost based usage rather than a pro rata allocation of the entire community. In addition to the affordable units the Intervenor is considering installing private sub meters throughout the community which would help with the water conservation for the region.
7. When a new unit comes into the community the rent remains the same as the rents for the prior unit that was removed. Rent increases take place annually for the entire community and it is generally tied to CPI.
8. Any rehabbed units, counted toward the affordable number, would meet the standards required by the town's affordable housing Administrative Agent and would meet those criteria and may possibly utilize funds available through the town's affordable housing trust fund.

**WHEREAS**, rather than be forced to litigate the legality of the Approval, the Parties wish to enter into this Agreement to clarify and establish the affordable housing requirements for the Intervenor's Project; and

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and terms and conditions provided herein, it is agreed by and among the Intervenor and the Township as follows:

1. **Incorporation of Recitals.** The Parties incorporate the foregoing recitals as incorporated herein and made a part hereof.

2. **Purpose of Agreement.** The purpose and intent of this Agreement is to clarify and establish the affordable housing obligations of the Intervenor's Project.

3. **Obligations of the Developer.** The Developer, through execution of this Agreement, agrees to perform the following:

a. Maintenance of up to 54 Affordable Units within the Project. Developer shall reserve up to 54 Affordable Units based on the final unit count in the Approval and Additional Approval within Friendly Village. The distribution of the Affordable Units within Friendly Village units shall be dispersed throughout Friendly Village. The Township shall be entitled to credit, and any appropriate bonuses, against its affordable housing obligation for the actual units constructed or provided within Friendly Village. The Developer agrees that the terms of marketing, leasing and occupancy of the Affordable Units shall be in accordance with applicable COAH Rules and/or the regulations promulgated pursuant to Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., with pad rent treated as a condominium or homeowner association fee. The Affordable Units within Friendly Village shall be restricted pursuant to applicable COAH and UHAC rules for mobile homes for occupancy by moderate, low and very low-income households for a period of thirty (30) years, which period shall commence upon the initial date of occupancy for each Affordable Unit occupied. The Developer agrees to cooperate with the Township's Administrative Agent to ensure that these units are given credit against their fair share obligation and are monitored as such. The units shall be phased in accordance with the COAH rules (N.J.A.C.5:97 - 6.4(d) which requires that affordable housing units be built in accordance with the following schedule:

Percentage of Market-rate Units Completed	Minimum Percentage of Low- and Moderate Income Units Completed
---	--



50	50
75	75
90	100

b. Access to Community Amenities. The Developer agrees that the Community Amenities within the Community shall be freely accessible to the residents of Friendly Village. Nothing herein is intended to prevent Developer from imposing reasonable rules and regulations relative to access and use to the Community Amenities, provided that such rules and regulations shall be imposed upon all Friendly Village residents.

4. **Obligation of the Township.**

a. Affordable Units Provided by this Agreement Shall Address All Affordable Housing Obligations of the Approval and Additional Approval. In order to achieve the objectives of this Agreement, the Township acknowledges and agrees that Intervenor's agreement to construct and reserve up to fifty- four (54) Affordable Units within Friendly Village shall serve as satisfaction of any and all affordable housing obligations for the Approval and Additional Approval. The Township further agrees that this Agreement shall constitute the entirety of any affordable housing obligation pursuant to the Approval and the Additional Approval. The Approval and the Additional Approval shall be constructed as inclusionary developments, as that term is defined by Affordable Housing Rules and the Township ordinances. The Township agrees that it will amend or revise any provisions of its land development and zoning ordinances, specifically the RG-RA zoning ordinance, that are inconsistent with the terms of this Agreement that would in any way prevent or prohibit the provision of affordable housing units consistent with the terms of this Agreement.

5. **Changes of Law Not to Affect Agreement.** The Parties acknowledge that New Jersey law relative to the Mount Laurel Doctrine is often in flux and subject to change either through judicial decision(s) and/or legislative changes. The Parties agree that the terms of this Agreement shall not be altered as a result of changes in New Jersey law relative to the Mount Laurel Doctrine, unless agreed to by both Parties and expressed in writing.

6. **Defense of Agreement and Payment of Costs.** The Parties shall fully cooperate with each other to defend this Agreement against all challenges and/or appeals pursued by third parties.

8. **Notice by and Among the Parties.** All notices required under this Agreement shall be in writing and shall be given by e-mail and by certified mail, return receipt requested, or by FedEx, UPS or a similarly recognized receipted overnight delivery service. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications or receipts used, and all times for performance based upon such notices shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows or to any successor designated by the respective recipient:

To Developer: The Temple Companies  
Stoneman Corporation  
530 Wilshire Blvd, Suite 301  
Santa Monica, CA 90401  
Email: info@templecompanies.com

George W. Matteo, Esquire  
Matteo Wisniewski LLC  
Four Greentree Centre  
601 Route 73 North  
Suite 303  
Marlton, NJ 08053  
Email: gmatteo@matteolaw.com

To the Township: Clerk, the Township of Monroe  
125 Virginia Avenue  
Williamstown, NJ 08094  
Email: [smccornick@monroetownshipnj.org](mailto:smccornick@monroetownshipnj.org)

Gary H. Lomanno, Esquire  
34 South Main Street  
Williamstown, N 08094  
Email: [ghlomanno@comcast.net](mailto:ghlomanno@comcast.net)

9. **Captions.** Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and substantive provisions of this Agreement.

10. **Cooperation.** The Parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement.

11. **Waiver.** Each of the Parties waives all rights to challenge the validity and enforceability of this Agreement. Failure to enforce provisions or obligations in this Agreement by any Party shall not be construed as a waiver of these provisions and obligations.

12. **Entire Agreement.** This Agreement, including its prefatory statements, background recitals and exhibits, constitutes the entire Agreement between the Parties with respect to the resolution of the Litigation and the related subject matters hereof. No representative, agent or employee of any Party has been authorized to make any representations and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alternations shall be binding unless reduced to writing and signed by the Parties.

13. **Validity.** In the event that any provision of this Agreement shall be held to be invalid, unenforceable or void, the Parties shall, within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the Parties fail to

agree to such a restructuring, any Party may seek Superior Court review and a ruling to restructure the Agreement in a legally acceptable manner reflecting the underlying intent of the Parties as expressed herein.

**14. Preparation.** The Parties acknowledge that the Parties' attorneys have jointly prepared this Agreement as a means of settling the Litigation. Therefore, this Agreement shall be construed on a parity among the Parties and any presumption for resolving ambiguities against the drafter shall not apply.

**15. Construction.** This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of New Jersey and Affordable Housing Rules. Jurisdiction with respect to any litigation related to this Agreement by way of enforcement or post-judgment relief shall exclusively be in the Superior Court of New Jersey for Gloucester County. Service of any complaint, motion, or judgment enforcement proceedings may be affected consistent with the terms hereof for the delivery of notices. The Parties hereby consent to service of process in such manner and waive any other service of process. Process may be affected by written notice pursuant to the terms hereof for notices. The Parties expressly waive a trial by jury in any such litigation or proceedings.

**16. Parties Bound and Assignment.** The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Plaintiff shall expressly be permitted to sell, convey, and/or assign its rights to develop one or more phases or sections of the Project or Adjacent Project to other developers and/or users who shall be entitled to rely upon and enforce this Agreement as to the remaining Parties. Advanced written permission to sell and/or assign is not intended and shall not be required.

to rely upon and enforce this Agreement as to the remaining Parties. Advanced written permission to sell and/or assign is not intended and shall not be required.

**17. Counterpart Signature.** This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately following the delivery of a facsimile counterpart, the sending Party shall deliver a counterpart with the original execution page.

**18. Approval of the Court.** The parties referenced herein understand that this agreement is subject to court approval.

IN WITNESS WHEREOF, the Parties and/or their authorized representatives have signed this Agreement.

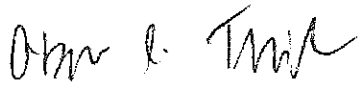
Temple Companies

By: 

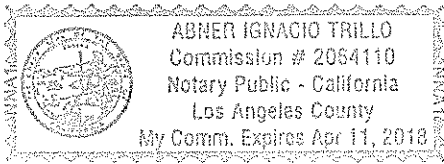
Brian E. Temple  
Authorized Representative

CALIFORNIA  
STATE OF NEW JERSEY:  
COUNTY OF LOS ANGELES <sup>SS.:</sup>

I CERTIFY that on January 10 <sup>2018</sup> ~~2017~~, Brian E. Temple personally came before me and acknowledged under oath, to my satisfaction, that he is named in and personally signed this Consent Agreement between the Township of Monroe and Temple Companies ("Agreement") as an authorized representative of Temple Companies entered into this Agreement in consideration of and for the terms and conditions it contains as authorized by the Township of Monroe Council Resolution No. \_\_\_\_\_, dated \_\_\_\_\_ 2017.

  
\_\_\_\_\_

(Notary)



Summerfields West, LLC

By:

Brian E. Temple

Authorized Representative

CALIFORNIA

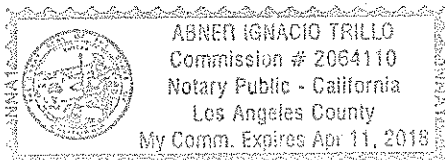
STATE OF ~~NEW JERSEY~~:

COUNTY OF LOS ANGELES SS.:

I CERTIFY that on JANUARY 10, <sup>2018</sup>~~2017~~, Brian E. Temple personally came before me and acknowledged under oath, to my satisfaction, that he is named in and personally signed this Consent Agreement between the Township of Monroe and Temple Companies ("Agreement") as an authorized representative of Temple Companies entered into this Agreement in consideration of and for the terms and conditions it contains as authorized by the Township of Monroe Council Resolution No. \_\_\_\_\_, dated \_\_\_\_\_ 2017.

Abner I. Trillo

(Notary)



Friendly Village MHP, LLC

By:

Brian E. Temple

Authorized Representative

CALIFORNIA

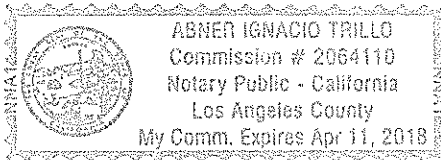
STATE OF ~~NEW JERSEY~~:

COUNTY OF LOS ANGELES SS.:

I CERTIFY that on January 10, <sup>2018</sup>~~2017~~, Brian E. Temple, personally came before me and acknowledged under oath, to my satisfaction, that he is named in and personally signed this Consent Agreement between the Township of Monroe and Temple Companies ("Agreement") as an authorized representative of Temple Companies entered into this Agreement in consideration of and for the terms and conditions it contains as authorized by the Township of Monroe Council Resolution No. \_\_\_\_\_, dated \_\_\_\_\_ 2017.

Abner I. Trillo

(Notary)



The Township of Monroe, a New Jersey municipal corporation

By: \_\_\_\_\_

STATE OF NEW JERSEY:

SS.:

COUNTY OF GLOUCESTER:

I CERTIFY that on \_\_\_\_\_, 2017, \_\_\_\_\_, of the TOWNSHIP OF MONROE, a New Jersey municipal corporation, personally came before me and acknowledged under oath, to my satisfaction, that he signed this Consent Agreement between the Township of Monroe and Temple Companies ("Agreement") on behalf of the Township of Monroe, and that the Township of Monroe has entered into this Agreement in consideration of and for the terms and conditions it contains as authorized by the Township of Monroe Council Resolution No. \_\_\_\_\_, dated \_\_\_\_\_ 2017.

\_\_\_\_\_  
(Notary)

this Agreement in consideration of and for the terms and conditions it contains as authorized by the Township of Monroe Council Resolution No. \_\_\_\_\_, dated \_\_\_\_\_ 2017.

\_\_\_\_\_  
(Notary)

The Township of Monroe, a New Jersey  
municipal corporation

By: \_\_\_\_\_

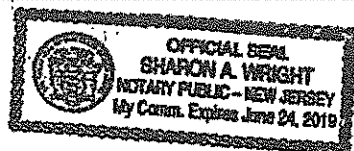
STATE OF NEW JERSEY:

SS.:

COUNTY OF GLOUCESTER:

I CERTIFY that on December 18, 2017, Daniel P. Teedy  
Mayor of the TOWNSHIP OF MONROE, a New Jersey municipal  
corporation, personally came before me and acknowledged under oath, to my satisfaction, that he  
signed this Consent Agreement between the Township of Monroe and Temple Companies  
("Agreement") on behalf of the Township of Monroe, and that the Township of Monroe has  
entered into this Agreement in consideration of and for the terms and conditions it contains as  
authorized by the Township of Monroe Council Resolution No. R:274-2017 dated  
December 11, 2017.

Sharon A. Wright  
(Notary)





JULY 15, 2013 JUDGEMENT OF COMPLIANCE AND REPOSE AND \_SETTLEMENT AGREEMENT BETWEEN  
TOWNSHIP AND BLAZE MILL DEVELOPMENT CORP.

**BISGAIER HOFF, LLC**

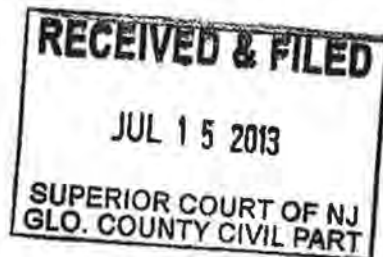
21 Tanner Street

Haddonfield, NJ 08033

Phone: (856) 375-2803

Richard J. Hoff, Jr., Esq.

Attorneys for Blaze Mill Development Group, LLC



BLAZE MILL DEVELOPMENT GROUP,  
LLC,

Plaintiff,

vs.

TOWNSHIP OF MONROE and  
PLANNING BOARD OF THE  
TOWNSHIP OF MONROE,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
GLOUCESTER COUNTY

DOCKET NO.: GLO-L-000675-09 P.W.

CIVIL ACTION - MOUNT LAUREL

**FINAL JUDGMENT OF COMPLIANCE AND  
REPOSE AND ORDER APPROVING  
SETTLEMENT AGREEMENT**

THIS MATTER having come before the Court on June 13, 2013 for a fairness and compliance hearing (the "Hearing") on the request of the law offices of Charles Fiore, Esquire (Charles Fiore, Esquire, appearing) attorney for Defendant the Township of Monroe (the "Township"), Leonard Schwartz, Esquire, attorney for Defendant, the Planning Board of the Township of Monroe (the "Planning Board") and Bisgaier Hoff, LLC (Richard J. Hoff, Esq., appearing), attorneys for Plaintiff, Blaze Mill Development Group, LLC ("Blaze Mill"), and in the presence of Richard P. Coe, Jr., Esquire, Board Member of the Fries Mill Civic Association; and notice of the Hearing having been published and served as set forth in the Affidavit of Service and Publication of Richard J. Hoff, Jr., which was submitted to the Court and marked into evidence; and the Court having reviewing the

executed Settlement Agreement between the Parties (the "Settlement Agreement"), which was marked into evidence; and the Court having considered recommendations by special master Mary Beth Lonergan, P.P., A.I.C.P. (the "Special Master"), as set forth in the Special Master's Report dated December 14, 2012 filed previously with the Court and marked into evidence at the Hearing and in oral testimony; and the Court having considered written comments and/or objections submitted by third parties and/or objectors, which written comments were marked into evidence at the Hearing and including comments by: Fair Share Housing Center (comments dated September 5, 2012); Richard P. Coe, Jr., Esquire (comments dated September 5, 2012); Robert E. Stapleton (comments dated September 3, 2012); Green Action Alliance, Inc. (comments authored by Edward J. Knorr, IH, CES, CME dated August 27, 2012); Fries Mill Civic Association (comments authored by Mary Cote, Robert Mele, Lee Beam and Chris Cugini dated September 3, 2012); and the Court having acknowledged the following factual and procedural background:

**WHEREAS** (1<sup>st</sup>), Blaze Mill is the owner and developer of approximately sixty one (61) acres in the Township, which property is identified on the tax maps of the Township as Block 14101, Lot 1 and Block 141.0602, Lot 1.01 and is located at the intersection of State Route 322 and Fries Mill Road (the "Property");

**WHEREAS (2<sup>nd</sup>)**, in 2009, Blaze Mill initiated the present lawsuit seeking to construct an inclusionary development on the Property (the "Lawsuit");

**WHEREAS (3<sup>rd</sup>)**, after the filing of the Lawsuit, the Parties worked toward an amicable resolution of the Lawsuit;

**WHEREAS (4<sup>th</sup>)**, as a result of those settlement discussions, it was agreed to by the Parties that the scope of development originally proposed by Blaze Mill for the Property as part of the Lawsuit should be reduced in favor of a mixed use project with a less dense residential component;

**WHEREAS (5<sup>th</sup>)**, the Parties further agreed that the affordable housing that should result from the settlement of the Lawsuit should be achieved through Blaze Mill's contribution to the Township's affordable housing trust fund, with such contributions being utilized by the Township for the creation of a market-to-affordable program;

**WHEREAS (6<sup>th</sup>)**, the Parties entered into the Settlement Agreement which, among other terms, anticipates Blaze Mill's construction of a mixed use project on the Property, which project will include both a commercial component and two hundred fifty (250) market rate, townhouse units (the "Project");

**WHEREAS (7<sup>th</sup>)**, the residential, market rate units within the Project shall, upon construction, provide substantial payments toward the Township's affordable housing trust fund;

**WHEREAS (8<sup>th</sup>)**, following the execution of the Settlement Agreement, but prior to the June 13, 2013 hearing, a number of objectors raised, in part, concerns relative to the traffic impacts to be posed by the development of the Project;

**WHEREAS (9<sup>th</sup>)**, both in the November 9, 2012 letter report from the Township Engineer, Chris R. Rehmann, PE and at the June 13, 2013 hearing through an update by the Township Solicitor, the Township explained that significant roadway improvements in and around the intersection of Route 322 and Fries Mill Road have been designed and submitted to the New Jersey Department of Transportation ("NJDOT") for approval;

**WHEREAS (10<sup>th</sup>)**, the Township further explained at the June 13, 2013 hearing that NJDOT approval of those design plans is anticipated, as is receipt of both public and private funding to allow for the construction of substantial roadway improvements in and around the area of the Property;

**WHEREAS (11<sup>th</sup>)**, according to the Township Engineer's November 9, 2012 letter report, the anticipated roadway improvements will address and ameliorate existing traffic congestion in the area and allow for the Route 322 and Fries Mill intersection to conform to NJDOT standards (*N.J.A.C. 16:47-4.26*); and the Court having considered the foregoing and good cause having been shown;

IT IS THIS 15 day of July 2013 ORDERED

THAT:

1. The Settlement Agreement executed between Blaze Mill and the Township and the Planning Board, is hereby determined to be fair to the interests of lower income persons who are the beneficiaries of *Mount Laurel* litigation consistent with standards articulated by the Appellate Division in *East/West Venture v. Borough of Fort Lee*, 286 N.J. Super. 311 (App. Div. 1996), and in other decisions. This finding of fairness is subject to the following clarifications and conditions:

a. At the time of application for development of Blaze Mill's property that is the subject of the Settlement Agreement (the "Property"), Blaze Mill shall submit a Phase 1 environmental report (addressing a least potentially hazardous material that may be located onsite) to the Planning Board and secure all necessary outside, environmental approvals from the New Jersey Department of Environmental Protection ("DEP") or any other agency with appropriate jurisdiction over the Property, including but not limited to, approvals for public water and sewer service to the Property;

b. As a result of the Settlement Agreement, the Township shall finalize and propose a form of ordinance to be applicable to the Property (the "Ordinance"), which Ordinance is intended to carry out the terms of the Settlement Agreement and



this Order. The Ordinance shall provide that the funds to be paid by Blaze Mill as a result of the Settlement Agreement shall be utilized for the funding, in whole or in substantial part, of a market-to-affordable program, to be administered by the Township (through a qualified administrative agent of the Township's choosing), which market to affordable program shall yield the production of fifty six (56) affordable units. The production of fifty six (56) affordable units shall result in an off-site affordable housing set-aside of 22.4% of the total, market rate units anticipated for development by Blaze Mill on the Property. The language of the Ordinance addressing this

requirement shall be reviewed and approved by the Special Master prior to introduction of the Ordinance by the Township. In the

event that future circumstances dictate that low income units are not able to be produced through the market-to-affordable program, the Township is permitted to produce low income supportive and special needs affordable housing units. Should

the Township seek to utilize the affordable housing funds received from Blaze Mill pursuant to the terms of the Settlement Agreement for any affordable housing compliance mechanism other than the currently anticipated market to affordable program and, possibly, supportive and special needs housing, the Township may request such an amendment from the Court.

c. The market-to-affordable program to be instituted by the Township shall be in accordance with applicable regulations of the New Jersey Council on Affordable Housing ("COAH") or such other State agency that may have jurisdiction over such programs as of the date of its implementation. Prior to the time that the market-to-affordable program is implemented by the Township, the program's administrative entity must provide an operating manual, an affirmative marketing plan and designate an experienced administrative agent to the office of the Special Master for review and approval. Further, during the course of that program, the Township's administrative agent shall complete annual affordable housing unit monitoring forms. Any monitoring forms completed shall be provided to the office of the Special Master.

d. The Ordinance shall provide a proposed affordable housing production schedule relative to Blaze Mill's affordable housing payments and the Township's implementation of the market-to-affordable program. Given the unique timing considerations associated with the proposed market-to-affordable housing program to be funded by the construction Blaze Mill's market rate housing, the Court grants a waiver from COAH's otherwise applicable phasing requirement for inclusionary projects as set forth at N.J.A.C. 5:97-6.4(d). The language of the Ordinance addressing the affordable housing production



schedule shall be reviewed and approved by the Special Master prior to introduction of the Ordinance by the Township.

e. The Ordinance shall provide that in the event that the Township elects to include supportive and/or special needs housing units in conjunction with the market-to-affordable program, a contract must be entered into with an experienced group home provider and that such group homes to be created comply with COAH regulations, currently codified at N.J.A.C. 5:97-6.10.

f. The Ordinance shall clarify that the affordable housing to be developed through the market-to-affordable program is a component of an inclusionary development that includes the residential development anticipated on the Property.

Accordingly, the Ordinance shall address applicable COAH regulations, as well as the requirements of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC").

The COAH and UHAC requirements to be addressed in the Ordinance shall be reviewed and approved by the Special Master prior to introduction of the Ordinance by the Township.

2. This Court's determination of fairness of the Settlement Agreement consistent with standards articulated by the Appellate Division in *East/West Venture v. Borough of Fort Lee*, 286 N.J. Super. 311 (App. Div. 1996), and in other decisions, is specifically limited to a determination of

fairness of the Settlement Agreement to the interests of lower income households, and it does not address or adjudicate any other issue relative to the ultimate development of the Property.

3. Pursuant to Rule 4:42-2 of the New Jersey Rules of Court, this Order approving the Settlement Agreement is a Final Judgment dismissing with prejudice all of Blaze Mills' claims that were brought or could have been raised against the Defendants and is a complete adjudication of all the rights and liabilities asserted in the litigation between the Parties.

4. In addition to the Court having addressed the fairness of the Settlement Agreement, the Court further addressed the Township's request for a third round stay and continued immunity and the validity of the Township's Housing Element of the Master Plan and Fair Share Plan ("Township Compliance Plan"), as adopted on December 4, 2008, revised on February 3, 2009 and as proposed to be amended and/or supplemented as explained herein. While the law relative to affordable housing in New Jersey remains unclear pending the Supreme Court's review in the matter of *In re Adoption of N.J.A.C. 5:96 and 5:97*, 416 N.J. Super. 462 (App. Div. 2010), the Appellate Division decision of *In re Adoption N.J.A.C. 5:96 and 5:97*, did provide certain parameters for review and approval of third round stay requests and of municipal compliance plans, including the Township Compliance

Plan. Specifically, *In re Adoption N.J.A.C. 5:96 and 5:97*, the Appellate Division concluded that COAH's present calculation of prior round obligation and present need, i.e., third round rehabilitation share, was valid. The Appellate Division further refused to issue a blanket stay of affordable housing lawsuits, such as the present Lawsuit. In light of the foregoing, the Parties and the Court believe it appropriate for the Court to review and approve the Township Compliance Plan. Accordingly, the Court hereby further finds and declares that there are land use regulations and affirmative devices in place in the Township, or proposed to be enacted, which comply with the Township's constitutional obligations pursuant to *Southern Burlington Cty. N.A.A.C.P. v. Township of Mount Laurel*, 92 N.J. 158 (1983) ("*Mount Laurel II*") and its judicial, statutory and regulatory progeny. A Judgment of Compliance and Repose is hereby entered in favor of the Township as to the entirety of the Township prior round (1987-1999) affordable housing obligations, provided that the Township complies with the following submission requirements within ninety (90) days of the date of this Order:

a. The Township shall provide the Special Master with complete crediting documentation for the four (4) Oak Street affordable family sale units, which units are administered by Kernan Consulting Engineers; and

b. The Township shall provide the Special Master with complete crediting documentation for the seventeen (17) affordable family sale units at Arbors at Amberleigh, which units are administered by Kernan Consulting Engineers.

5. The Township and its Planning Board are hereby granted continued immunity from exclusionary zoning lawsuits including, but not limited to exclusionary zoning lawsuits based upon the Township's third round affordable housing obligation. The Township and its Planning Board are further entitled, subject to the provisions of this Order, to a stay of implementation of an affordable housing compliance plan intending to address the Township's third round affordable housing obligation until such time as the date required for submission of such a third round compliance plan, if any, is established by regulation, statute or decision of a Court with appropriate jurisdiction.

6. The Court further determines that, subject to the satisfaction of the conditions outlined below, the Township shall be deemed to have addressed a third round rehabilitation share of forty nine (49) credits and shall be entitled to at least one hundred twenty nine (129) units of affordable housing credit that may be applied against any future, third round obligation that may be imposed upon the Township. Such third round affordable housing credits shall be conditioned upon the following:

a. The Township shall provide to the Special Master additional documentation establishing that a major system was repaired or replaced within each of the forty nine (49) units rehabilitated in satisfaction of the Township's third round rehabilitation share of forty nine (49) units;

b. The Township shall provide to the Special Master a rehabilitation manual at the time of the Township's institution of a renter-occupied rehabilitation program, which program shall not be required until lawful third round regulations are implemented by statute or decision of a Court with appropriate jurisdiction.

c. The Township shall provide the Special Master with complete crediting documentation for the seventeen (17) affordable senior units approved within the Summerfield West Tract (Block 3901/Lots 31 and 32);

d. The Township shall provide the Special Master with complete crediting documentation for the seventeen (17) affordable units approved within the Cassidy Tract (also known as Scotland Run Center);

e. The Township shall provide to the Special Master a draft fair share ordinance and affirmative marketing plan based upon COAH's model documents. Upon approval by the Special Master, the Township shall adopt such an ordinance.

7. The Township's 2009 development fee ordinance is approved retroactive to the Township's 2009 adoption of said ordinance. With respect to said development fee ordinance, the Township, within ninety (90) days, shall:

a. Submit this Order with the Township's 2009 development fee ordinance for COAH's review and approval.


b. Provide a draft spending plan to the Special Master and COAH;

c. Provide confirmation to the Special Master that the Township has established and submitted to COAH an executed tri-party escrow agreement between the Township, the current bank housing the Township's development fee account and COAH; and

d. Provide the Special Master and COAH with past bank statements and confirmation that the Township's trust fund monitoring is complete through December 31, 2012. The Township shall also provide COAH with necessary authorization to allow the Special Master to review the Township's monitoring reports electronically.

8. Counsel for Plaintiff shall serve a copy of this Order on the Special Master, counsel for all Parties and Richard P. Coe, Jr., Esquire, within 5 days of receipt.

*✓ consent as to form.*

  
HONORABLE ANNE MCDONNELL, P.J.G.E



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TOWNSHIP COUNCIL RESOLUTION R:82-2018 ADOPTION OF MARKET TO AFFORDABLE PROGRAM

## **RESOLUTION R:82-2018**

### **RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MONROE ADOPTING MARKET TO AFFORDABLE PROGRAM GUIDELINES WITH THE UNIFORM HOUSING AFFORDABILITY CONTROLS FOR THE TOWNSHIP OF MONROE**

**WHEREAS**, in accordance with applicable Council on Affordable Housing ("COAH") regulations, the New Jersey Uniform Housing Affordability Controls ("U.H.A.C.") (N.J.A.C. 5:80-26., et seq.), and the terms of a Settlement Agreement between the Township of Monroe and Fair Share Housing Center ("FSHC"), which was entered into as part of the Township's Declaratory Judgment action entitled In the Matter of the Township of Monroe, County of Gloucester, Docket No. GLO-L-930-15, which was filed in response to Supreme Court decision In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) ("Mount Laurel IV"), the Township of Monroe is required to adopt Guidelines for the Administration of a Market to Affordable Program, including For-Sale and For-Rent units within the Township of Monroe, and

**WHEREAS**, the Township has retained Triad Associates to prepare the Guidelines for the Administration of the Township of Monroe Market to Affordable Program and to administer the program in compliance with all applicable laws, including but not limited to New Jersey Council on Affordable Housing regulations (N.J.A.C.5:97-6.2) and Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1); and

**WHEREAS**, Triad Associates has prepared all the documents necessary to implement a fully compliant Market to Affordable Program of up to 56-units (**see Exhibit "A"**); and

**WHEREAS**, the Township Council of the Township of Monroe has reviewed the Market to Affordable Program documents prepared by Triad Associate and finds them to be appropriate and wishes for Triad Associates to commence implementation immediately; and

**WHEREAS**, the Township of Monroe anticipates that it will fund the Market to Affordable Program and the Administration of the Market to Affordable Program through Development Fees deposited into the Township of Monroe Affordable Housing Trust Fund; and.

**WHEREAS**, the Township Council of the Township of Monroe feel it is in the best interests of the residents of the Township of Monroe to adopt the Guidelines for the Administration of the Township of Monroe Market to Affordable Program.

**NOW THEREFORE BE IT RESOLVED** by the Township Council of the Township of Monroe, County of Gloucester, State of New Jersey, that it hereby formally approves the Guidelines for the Administration of the Market to Affordable Program prepared by Triad Associates and hereby directs Triad Associates to commence implementation immediately.

**BE IT FURTHER RESOLVED** that the appropriate Township officials and professionals are authorized to take all actions required to implement the terms of this Resolution and attached **Exhibit "A"**.

**BE IT FURTHER RESOLVED** that a copy of the Guidelines shall be on file in the Township Clerk's Office.



## RESOLUTION R:82-2018

### RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MONROE ADOPTING MARKET TO AFFORDABLE PROGRAM GUIDELINES WITH THE UNIFORM HOUSING AFFORDABILITY CONTROLS FOR THE TOWNSHIP OF MONROE

**BE IT FURTHER RESOLVED** that a copy of this Resolution and the Market to Affordable Program Guidelines shall be furnished upon adoption to the Monroe Township Municipal Housing Liaison.

**ADOPTED** at a meeting of the Township Council of the Township of Monroe on March 26, 2018.

TOWNSHIP OF MONROE

  
CNCL. PRES., RICHARD DiLUCIA

**ATTEST:**

  
TWP. CLERK, SUSAN McCORMICK, RMC

#### CERTIFICATION OF CLERK

The foregoing resolution was duly adopted at a meeting of the Township Council of the Township of Monroe held on the 26<sup>th</sup> day of March 2018 at the Municipal Building, 125 Virginia Avenue, Williamstown, New Jersey 08094.

  
TWP. CLERK, SUSAN McCORMICK, RMC

#### ROLL CALL VOTE

	Aye	Nay	Abstain	Absent
Cncl Dilks	✓			
Cncl. Garbowski	✓			
Cncl. Heffner		✓		
Cncl Marino	✓			
Cncl. McIlvaine		✓		
Cncl. Miller	✓			
Cncl. Pres. DiLucia	✓			
<b>TALLY:</b>	5	2		

# **Appendix**

## **A**

For Sale Unit Sample Proforma



## Appendix A: Monroe Township Market to Affordable Sale Proforma Analysis

		Option 1	Option 2 - Take Title	Option 2 - Take Title
Address		1685 White Cedar Lane (Privately Owned)	918 S. Main Street (Bank Owned)	355 N. Beecham Road (Bank Owned)
<b>Year Built</b>		1979	1923	1979
<b>No. of Bedrooms</b>		4	4	3(1 Bath)
<b>Square Feet</b>		2500	1500	1200
<b>Affordable Sales Price</b>		\$160,000	\$125,000	\$135,000
		58% Median	46% Median(Low)	55% Median
<b>ENVIRONMENTAL</b>				
Environmental Review(Oil Tank Scan)			\$500	\$500
As-Is & As-Built Appraisal			\$400	\$400
Architect/Write-up			\$1,000	\$1,000
Legal			\$1,500	\$1,500
Home Inspection		\$500	\$500	\$500
<b>Subtotal</b>		\$500	\$3,400	\$3,400
<b>ACQUISITION</b>				
House Acquisition		\$160,000	\$85,000	\$85,000
Property Management/Taxes/Insurance (For Six Months)		\$0	\$4,000	\$4,000
<b>Subtotal</b>		\$160,000	\$89,000	\$89,000
<b>CONSTRUCTION</b>				
Rehab or New Const.		\$20,000	\$60,000	\$48,000
Change Order #1				
Contingency		\$2,000	\$2,000	\$2,000
<b>Subtotal</b>		\$22,000	\$62,000	\$50,000
<b>ADMINISTRATIVE SERVICES</b>				
Legal		\$2,000	\$2,000	\$2,000
Administrative Agent (Developer Fee/Affirmative Marketing & Lottery/Case Management/Applicant Approval/Rehab Oversight)		\$12,000	\$14,000	\$14,000
<b>Subtotal</b>		\$14,000	\$16,000	\$16,000
<b>MARKETING COSTS</b>				
Sellers Closing Costs		\$1,000	\$1,000	\$1,000
<b>Subtotal</b>		\$1,000	\$1,000	\$1,000
<b>TOTAL DEVELOP. COSTS</b>		<b>\$197,500</b>	<b>\$171,400</b>	<b>\$159,400</b>
less SALE Proceeds		<b>\$160,000</b>	<b>\$125,000</b>	<b>\$135,000</b>
<b>Development Subsidy</b>		<b>\$37,500</b>	<b>\$46,400</b>	<b>\$24,400</b>
		Central Air, Oil Heating,(above ground tank) Hot Air , Electric Hot Water, Public Water, Public Sewer	**This unit was converted to a duplex and needs to be renovated back to a single unit. In addition, the siding needs repair, possible termite, knob & tube wiring.No Air Conditioning, Oil Heating , Electric Hot Water, Public Water, Public Sewer	Needs windows, kitchen, flooring, proches, yard work. No Air Conditioning, Oil Heating , Other Hot Water, Public Water, Public Sewer

# **Appendix**

## **B**

For Sale Rent Sample Proforma



**Appendix B**  
**Monroe Township For-Rent Market to Affordable Program**  
**Proforma: Estimated Program Budget**

	2 BR	3 BR	Comments
<b>Current Rental Prices</b>			
2 BR Madison Court 1056 S. Black Horse Pike	\$1,170		
2 BR at Jefferson Village 401 N. Main	\$1,115		
3BR at 750 E Malaga		\$1,659	
2 BR at Barclay Glen 1000 Fawn Dr.	\$1,525		

<b>Implementation Fees</b>			
Preparation of Landlord Information Packet, Marketing to Landlords, Affirmative Marketing and Lottery(Triad Associates)	\$3,000	\$3,000	This is a per case fee
Case Management, Interviewing Applicants through Rental, Processing Landlord/Owner Agreements & Deed Restrictions (Triad Associates)	\$1,500	\$1,500	This is a per case fee
Total AA Fees Per Unit	\$4,500	\$4,500	
Affordable Rental Price			
2 BR at <b>60%</b> of Median (Net Rent)	\$904		
3 BR at <b>60%</b> of Median (Net Rent)		\$1,032	
Total Minimum Subsidy:			
2 BR at <b>60%</b> of Median			
3 BR at <b>60%</b> of Median	<b>\$25,000</b>	<b>\$25,000</b>	



## **Market to Affordable Program Guidelines in Accordance with the Uniform Housing Affordability Controls**

Submitted by:  
**Township of Monroe**  
**125 Virginia Avenue**  
**Williamstown NJ 08094**

Prepared by:

**TRIAD**  
ASSOCIATES

*Helping Communities Thrive*



# **TOWNSHIP OF MONROE**

## **MARKET TO AFFORDABLE HOUSING PROGRAM**

### **PROGRAM GUIDELINES**

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

#### **INTRODUCTION**

These Program Guidelines have been prepared to assist in the administration of a Market to Affordable Program, including For-Sale and For-Rent units in the **Township of Monroe**. It will serve as a guide to the program staff.

The Guidelines describe the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

The Guidelines explain the steps in the initial sale and/or rental process and in the resale and/or re-rental process. It describes the eligibility requirements for participation in the program, record keeping and overall program administration. The initial goal of the program is to complete (56) fifty six units, a combination of the For Sale and For Rent units, including the funding of Group Homes.

Implementation of any procedure, even if it is not included in these Guidelines, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws<sup>1</sup>, the Uniform Housing Affordability Controls (UHAC) NJAC 5:80-26.1 et seq.<sup>2</sup>, the substantive rules of the Council on Affordable Housing NJAC 5:93<sup>3</sup> and 5:94<sup>4</sup> and the affordable housing regulations of the **Township of Monroe**.



In accordance with the Federal Fair Housing Act and Equal Opportunities laws it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status.



# **TOWNSHIP OF MONROE**

## **MARKET TO AFFORDABLE HOUSING PROGRAM**

### **PROGRAM GUIDELINES**

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

#### **I. MARKET TO AFFORDABLE FOR SALE PROGRAM**

##### **Determining How Much to Spend on a Market Rate Unit**

The Township of Monroe will contract with Triad Associates to provide developer and administrative agent services to administer their Market to Affordable For Sale Program. The municipality shall provide a minimum of \$25,000 per unit to subsidize a moderate-income unit and/or \$30,000 per unit to subsidize each low-income unit, with an average minimum of \$27,500. The Township may utilize Affordability Assistance funds to further subsidize units to create very low income units by converting a moderate or low income unit into a very low income unit.

As program developer/administrator, Triad Associates will provide two options in implementing the program, described as follows:

##### **Option No. 1:**

For units that require no rehabilitation or minimal rehabilitation estimated at less than \$20,000 in total, Triad Associates will facilitate the sales process so that the unit is sold directly to the affordable home buyers; Triad Associates will not take title to the property. The buyers will be identified through the Affirmative Marketing process prior to the units being selected. In these cases, the rehabilitation work will be completed subsequent to the sale of the unit. Moderate income households are those whose household income is between 50 and 80 percent of median income. Low income households are those whose household income is between 30 and 50 percent of median income. Very low income households are those whose household income is less than 30 percent of median income.

##### **Option No. 2:**

For units that require extensive rehabilitation estimated at greater than \$20,000, Triad Associates will purchase a market rate housing unit, rehabilitate the unit, and write down the cost of the unit to a price affordable to a low or moderate income-eligible household. Moderate income households are those whose household income is between 50 and 80 percent of median income. Low income households are those whose household income is between 30 and 50 percent of median income. Very low income households are those whose household income is less than 30 percent of median income. The eligible buyers will be identified through the Affirmative Marketing process.



## **TOWNSHIP OF MONROE MARKET TO AFFORDABLE HOUSING PROGRAM PROGRAM GUIDELINES**

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

### **Option No. 3:**

The Township will identify abandoned properties for participation in the Market to Affordable Program. The Township will determine if units require demolition or gut rehabilitation. Upon this determination, Triad Associates will prepare a Request for Proposals (RFP) to identify housing developers. The RFP shall include development restrictions to ensure units will meet affordability guidelines under the Market to Affordable Program. Triad Associates will facilitate the sales process so that the unit is sold directly to the affordable home buyers. The buyers will be identified through the Affirmative Marketing process. The Township, through the Market to Affordable program will provide a subsidy to the developer to allow the cost of the unit be affordable to a low or moderate income-eligible household. Moderate income households are those whose household income is between 50 and 80 percent of median income. Low income households are those whose household income is between 30 and 50 percent of median income. Very low income households are those whose household income is less than 30 percent of median income.

### **Finding a Unit**

Triad Associates will locate units that are appropriately priced on the market so as not to spend over the net amount. In order to accomplish this, Triad Associates has developed illustrative affordable sale prices for affordable homes based on the local tax rate, equalization ratio, current interest rates and condominium fees as applicable. These affordable prices, plus the maximum subsidy, less any anticipated soft costs associated with the transfer of the property will give the municipality the maximum sales prices for the market rate homes. Sales prices will be calculated using the COAH template calculators. The Township will approve all units prior to participation in the program and/or acquisition. See **Appendix A** for a sample Proforma for a For Sale unit.

The number of bedrooms in a unit shall not be a factor in the determination of whether to include a unit in the Program. Triad Associates will use the following techniques to find units to use for this program:

- Search the real estate listings to find units
- Employ a real estate agent to search MLS listings for appropriately priced units each month
- Advertise the program locally to find interested sellers
- Look for local foreclosures and visit Sheriff sales to bid on units



## **TOWNSHIP OF MONROE MARKET TO AFFORDABLE HOUSING PROGRAM PROGRAM GUIDELINES**

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

Once an eligible unit has been identified, Triad Associates, in consultation with the Township, will decide if Triad will proceed with acquisition of the unit (Option No. 1) or if the unit is in no need of renovations, or very minor renovations and can be acquired directly by the qualified applicant (Option No. 2). For purposes of this determination, minor renovations are to be considered less than \$20,000 in cost.

In Option No. 1, Triad Associates will submit a preliminary proforma and offer to the Township for review. All offers to be made in consultation with an attorney retained by Triad Associates. Triad Associates, in consultation with the Township will secure a third party appraisal for the unit prior to the sale to ensure that the market rate price is accurate. Title will be transferred first to Triad Associates as the designated developer, then to an income-eligible household. Funds from the Affordable Housing Trust Fund will be transferred from the Township Trust Fund to Triad Associates to purchase the unit.

### **Inspection and Rehabilitation**

Upon identification of an eligible unit, and in consultation with the Township, Triad Associates shall directly, or through a sub-consultant, obtain a written work write up and cost estimate of needed renovations to units. This estimate will include a breakdown of each major work item by category as well as by location in the house. It will contain information as to the scope and specifics on the materials to be used.

Triad shall ensure that any such renovations comply with applicable laws, codes and requirements related to safety, quality and habitability. The Township of Monroe's code inspector will perform a final inspection of the unit prior to sale to determine if unit is up to code. Funds from the Affordable Housing Trust Fund will be transferred to Triad Associates to complete the rehabilitation in units where Triad Associates obtains title (Option No. 1). For units where Triad Associates does not take title (Option No. 2), funds from the Affordable Housing Trust Fund will be transferred to Triad Associates to complete the rehabilitation after the new owner has acquired the property. Money for the rehabilitation must be provided through funds allocated to this Program and not through rehabilitation funds. This unit will not be eligible for a rehabilitation credit in addition to the new construction credit.

In all cases, the program staff will obtain bids from at least three pre-qualified trade contractors. The program staff, including the program inspector, will then review these bids. The lowest responsible trade contractor shall then be selected. The Contractor Agreement will be prepared by the program staff, covering all the required terms and conditions.

Upon notification of selection, the contractor shall submit all required insurance certification to the program staff. A contract signing conference will be called by the program staff. At the time



## **TOWNSHIP OF MONROE MARKET TO AFFORDABLE HOUSING PROGRAM PROGRAM GUIDELINES**

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

of Agreement execution, the contractor shall sign a Certification of Work Schedule prepared by the program staff. The program staff will make periodic inspections to monitor the progress of property improvements. This is necessary to ensure that the ongoing improvements are in accordance with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Building Inspector before closing up walls on plumbing and electrical improvements. The contract will permit two progress payments. Final payment will be released once all final inspections are made, a Certificate of Occupancy is issued (if applicable).

### **Pricing and Selling the Unit**

Units will be priced according to the number of bedrooms as a moderate or low income unit, and whether there are any condominium or homeowner's association fees for the unit. The maximum sales price for a moderate-income unit shall be affordable to households earning no more than 70 percent of median income, and 50% for a low income unit. The initial purchase price shall be calculated so that the monthly carrying costs of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of an eligible household's income.

Once the price has been established, Triad Associates, the designated Administrative Agent for the Market to Affordable For Sale Program will use procedures outlined in UHAC and in the attached **Operating Manual for the Administration of For Sale Units** to affirmatively market the unit and identify an income-eligible buyer. Upon closing, proper deed and mortgage documents from UHAC will be placed on the unit, which will ensure its continued affordability.

In cases processed through Option No. 1 where Triad Associates acquires the property, the Proceeds from the sale of the unit will be returned to the Township to be placed in the Affordable Housing Trust Fund. In cases processed through Option No. 2 where the unit is acquired directly by the affordable buyer, the Township will provide the subsidy from the Affordable Housing Trust Fund at closing.

### **Resale Restrictions**

Once the buyer agrees to purchase the unit, the unit will be deed restricted for (30) thirty years as affordable housing. A deed restriction in the form of Appendix E in UHAC will be recorded on the project. The deed restriction will specifically identify the units that are restricted. The term



# **TOWNSHIP OF MONROE**

## **MARKET TO AFFORDABLE HOUSING PROGRAM**

### **PROGRAM GUIDELINES**

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

of the restriction will be (30) thirty years. Identification and placement of an income-eligible household in the unit will conform to UHAC regulations and the attached Municipal **Operating Manual for the Administration of For Sale Units**.

#### **Administration**

The Monroe Market to Affordable Program will be administered by Triad Associates, the designated program developer and Administrative Agent. Interested sellers may contact Carolyn Zumpino at Triad Associates at 856 690-9590 to get more information on the Program. Interested purchasers or renters may also contact Carolyn Zumpino at Triad Associates at 856 690-9590 to learn more about how to apply for the Program.

## **II. MARKET TO AFFORDABLE RENTAL PROGRAM**

### **Determining How Much to Spend on a Market Rate Unit to Produce Rental Units**

The Township of Monroe will contract with Triad Associates to act as program administrator and to provide administrative agent services for the Market to Affordable Rental Program. The Township will provide a minimum subsidy of \$25,000 per moderate income unit and a minimum subsidy of \$30,000 per low income unit. See **Appendix B** for a Sample Proforma for Rental units. Moderate income households are those whose household income is between 50 and 80 percent of median income and Low income households are those whose household income is between 30 and 50 percent of median income.

Per the Blaze Mill Settlement Agreement providing funding the Market to Affordable Program, on a case by case basis, funds may also be used for supportive and special needs affordable units, especially to produce low and very low income units.

As program developer, Triad Associates will implement the program, described as follows:

**Market Rate Units Owned by Private Landlords and Deed Restricted:** The Township of Monroe Township has completed an analysis of the affordable rents for units in this program and will negotiate with owners of existing market rate rental units to buy down the rent to an affordable level, offering owners a subsidy to deed restrict certain units so that the household renting the unit will be paying an affordable rent as determined under this program. This will be done through a lump sum subsidy payment up front to the landlord. The arrangement for payment of the subsidy will be documented in the program's Landlord Agreement.



## **TOWNSHIP OF MONROE MARKET TO AFFORDABLE HOUSING PROGRAM PROGRAM GUIDELINES**

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

The maximum rent for a moderate-income unit shall be affordable to households earning no more than 60 percent of median income, 44 percent for a low income unit, and 30 percent for a very low income unit. The number of bedrooms in a unit shall not be a factor in the determination of whether to include a unit in the Program. The initial rent for a restricted rental unit, including all utilities, shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate household size.

The landlord will retain oversight of the building and the affordable units and may conduct standard credit and background checks, however, marketing and tenant selection will be completed according to UHAC by Monroe Township, the Administrative Agent for the program.

### **Inspection and Rehabilitation**

Triad Associates program inspector and a Monroe Township inspector will perform an inspection of the unit prior to rental to determine if any rehabilitation needs to be done in order to make the unit habitable and bring it up to code. If it is determined that rehabilitation is necessary, funding for the rehabilitation will come from the Township's Affordability Assistance account. Procedures for rehabilitation shall be as outlined above in the Market to affordable For Sale section of these guidelines. This unit will not be eligible for a rehabilitation credit in addition to the new construction credit. Once rehabilitation is completed, the unit will be made available to an income-eligible applicant and rented pursuant to the Uniform Housing Affordability Controls (UHAC, N.J.A.C. 5:80-26.1 *et seq.*).

### **Rental Restrictions**

Once the owner agrees to deed restrict the designated units as affordable housing, a deed restriction in the form of Appendix E in UHAC will be recorded on the project. The deed restriction will specifically identify the units that are restricted. The term of the restriction will be (30) thirty years. Identification and placement of an income-eligible household in the unit will conform to UHAC regulations and the attached Municipal **Operating Manual for the Administration of Rental Units.**

### **Administration**

The Monroe Market to Affordable Program will be administered by Triad Associates, the designated program developer and Administrative Agent. Interested sellers may contact Carolyn Zumpino at Triad Associates at 856 690-9590 to get more information on the Program. Interested purchasers or renters may also contact Carolyn Zumpino at Triad Associates at 856 690-9590 to learn more about how to apply for the Program.



# **TOWNSHIP OF MONROE MARKET TO AFFORDABLE HOUSING PROGRAM PROGRAM GUIDELINES**

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

## **Appendices**

**Appendix A:** For Sale Unit Sample Proforma

**Appendix B:** Rental Unit Sample Proforma

**Appendix C:** Operating Manual for the Administration of For Sale Units

**Appendix D:** Operating Manual for the Administration of Rental Units

# **FPSF** FLORIO PERRUCCI STEINHARDT & FADER

Attorneys at Law

LLC

1010 Kings Highway South, Bldg. 2, Cherry Hill, NJ 08034

Louis Cappelli, Jr.,  
Esquire  
[lcappelli@fpsflawfirm.com](mailto:lcappelli@fpsflawfirm.com)  
(856) 853-5530 Ext. 1311

March 7, 2018

Via Email

Richard DiLucia, Council President  
Township of Monroe  
125 Virginia Avenue  
Williamstown, NJ 08094

RE: Market to Affordable Program Guidelines

Dear Council President DiLucia:

As you are aware, Triad Associates have been retained by the Township to prepare guidelines and to administer the Market to Affordable Program within the Township of Monroe. With that being said, they have prepared the Guidelines and need for the Township Council to adopt same. The Redevelopment Committee is meeting on Monday night prior to the Council Meeting and will be discussing same; however, if they find that all is in order, they would like to move forward with approval by Council at Monday night's meeting. Therefore, I am requesting that if you would approve moving this forward as a walk-on if the Redevelopment Committee approves same.

I am enclosing a copy of the Resolution and supporting documentation so you have an opportunity to review same prior to the meeting.

Upon receipt and review of this correspondence, kindly advise if you are amenable to having this resolution as a walk-on at the March 12<sup>th</sup> Council Meeting. I await your response.

Very truly yours,

FLORIO PERRUCCI STEINHARDT  
& FADER, LLC

By:

  
LOUIS CAPPELLI, JR.

LCJ/df  
Encl.

Cc: Mayor Daniel P. Teefy  
Members of Township Council  
Susan McCormick, Twp. Clerk  
Rosemary Flaherty, Director of Community Development  
J. Timothy Kernan  
Kathy Packowski  
Carolyn Zumpino

<b>Rochelle Park Office</b> 218 Rt. 17N, Suite 410 Rochelle Park, NJ 07662 (201) 843-5858 phone (201) 843-5877 fax	<b>Phillipsburg Office</b> 235 Frost Avenue Phillipsburg, NJ 08865 (908) 454-8300 phone (908) 454-5827 fax	<b>Bethlehem Office</b> 60 W. Broad St., Suite 102 Bethlehem, PA 18018 (610) 691-7900 phone (610) 691-0841 fax	<b>Cherry Hill Office</b> 1010 Kings Hwy S. Cherry Hill, NJ 08096 (856) 853-5530 phone (856) 853-5531 fax	<b>New York Office</b> 80 Wall Street Suite 815 New York, NY 10005 (212) 792-9070 phone
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## MONROE MARKET TO AFFORDABLE PROGRAM GUIDELINES

**Document on file with Township Clerk.**



# ***Township of Monroe***



## **Market to Affordable Program Guidelines in Accordance with the Uniform Housing Affordability Controls**

***March 2018***

Submitted by:  
**Township of Monroe**  
**125 Virginia Avenue**  
**Williamstown NJ 08094**

Prepared by:





# TOWNSHIP OF MONROE

## MARKET TO AFFORDABLE HOUSING PROGRAM

### PROGRAM GUIDELINES

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

#### INTRODUCTION

These Program Guidelines have been prepared to assist in the administration of a Market to Affordable Program, including For-Sale and For-Rent units in the **Township of Monroe**. It will serve as a guide to the program staff.

The Guidelines describe the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

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# **TOWNSHIP OF MONROE**

## **MARKET TO AFFORDABLE HOUSING PROGRAM**

### **PROGRAM GUIDELINES**

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

## **I. MARKET TO AFFORDABLE FOR SALE PROGRAM**

### **Determining How Much to Spend on a Market Rate Unit**

The Township of Monroe will contract with Triad Associates to provide developer and administrative agent services to administer their Market to Affordable For Sale Program. The municipality shall provide a minimum of \$25,000 per unit to subsidize a moderate-income unit and/or \$30,000 per unit to subsidize each low-income unit, with an average minimum of \$27,500. The Township may utilize Affordability Assistance funds to further subsidize units to create very low income units by converting a moderate or low income unit into a very low income unit.

As program developer/administrator, Triad Associates will provide two options in implementing the program, described as follows:

#### **Option No. 1:**

For units that require no rehabilitation or minimal rehabilitation estimated at less than \$20,000 in total, Triad Associates will facilitate the sales process so that the unit is sold directly to the affordable home buyers; Triad Associates will not take title to the property. The buyers will be identified through the Affirmative Marketing process prior to the units being selected. In these cases, the rehabilitation work will be completed subsequent to the sale of the unit. Moderate income households are those whose household income is between 50 and 80 percent of median income. Low income households are those whose household income is between 30 and 50 percent of median income. Very low income households are those whose household income is less than 30 percent of median income.

#### **Option No. 2:**

For units that require extensive rehabilitation estimated at greater than \$20,000, Triad Associates will purchase a market rate housing unit, rehabilitate the unit, and write down the cost of the unit to a price affordable to a low or moderate income-eligible household. Moderate income households are those whose household income is between 50 and 80 percent of median income. Low income households are those whose household income is between 30 and 50 percent of median income. Very low income households are those whose household income is less than 30 percent of median income. The eligible buyers will be identified through the Affirmative Marketing process.



# **TOWNSHIP OF MONROE**

## **MARKET TO AFFORDABLE HOUSING PROGRAM**

### **PROGRAM GUIDELINES**

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

#### **Option No. 3:**

The Township will identify abandoned properties for participation in the Market to Affordable Program. The Township will determine if units require demolition or gut rehabilitation. Upon this determination, Triad Associates will prepare a Request for Proposals (RFP) to identify housing developers. The RFP shall include development restrictions to ensure units will meet affordability guidelines under the Market to Affordable Program. Triad Associates will facilitate the sales process so that the unit is sold directly to the affordable home buyers. The buyers will be identified through the Affirmative Marketing process. The Township, through the Market to Affordable program will provide a subsidy to the developer to allow the cost of the unit be affordable to a low or moderate income-eligible household. Moderate income households are those whose household income is between 50 and 80 percent of median income. Low income households are those whose household income is between 30 and 50 percent of median income. Very low income households are those whose household income is less than 30 percent of median income.

#### **Finding a Unit**

Triad Associates will locate units that are appropriately priced on the market so as not to spend over the net amount. In order to accomplish this, Triad Associates has developed illustrative affordable sale prices for affordable homes based on the local tax rate, equalization ratio, current interest rates and condominium fees as applicable. These affordable prices, plus the maximum subsidy, less any anticipated soft costs associated with the transfer of the property will give the municipality the maximum sales prices for the market rate homes. Sales prices will be calculated using the COAH template calculators. The Township will approve all units prior to participation in the program and/or acquisition. See **Appendix A** for a sample Proforma for a For Sale unit.

The number of bedrooms in a unit shall not be a factor in the determination of whether to include a unit in the Program. Triad Associates will use the following techniques to find units to use for this program:

- Search the real estate listings to find units
- Employ a real estate agent to search MLS listings for appropriately priced units each month
- Advertise the program locally to find interested sellers
- Look for local foreclosures and visit Sheriff sales to bid on units



## **TOWNSHIP OF MONROE**

### **MARKET TO AFFORDABLE HOUSING PROGRAM**

### **PROGRAM GUIDELINES**

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

Once an eligible unit has been identified, Triad Associates, in consultation with the Township, will decide if Triad will proceed with acquisition of the unit (Option No. 1) or if the unit is in no need of renovations, or very minor renovations and can be acquired directly by the qualified applicant (Option No. 2). For purposes of this determination, minor renovations are to be considered less than \$20,000 in cost.

In Option No. 1, Triad Associates will submit a preliminary proforma and offer to the Township for review. All offers to be made in consultation with an attorney retained by Triad Associates. Triad Associates, in consultation with the Township will secure a third party appraisal for the unit prior to the sale to ensure that the market rate price is accurate. Title will be transferred first to Triad Associates as the designated developer, then to an income-eligible household. Funds from the Affordable Housing Trust Fund will be transferred from the Township Trust Fund to Triad Associates to purchase the unit.

#### **Inspection and Rehabilitation**

Upon identification of an eligible unit, and in consultation with the Township, Triad Associates shall directly, or through a sub-consultant, obtain a written work write up and cost estimate of needed renovations to units. This estimate will include a breakdown of each major work item by category as well as by location in the house. It will contain information as to the scope and specifics on the materials to be used.

Triad shall ensure that any such renovations comply with applicable laws, codes and requirements related to safety, quality and habitability. The Township of Monroe's code inspector will perform a final inspection of the unit prior to sale to determine if unit is up to code. Funds from the Affordable Housing Trust Fund will be transferred to Triad Associates to complete the rehabilitation in units where Triad Associates obtains title (Option No. 1). For units where Triad Associates does not take title (Option No. 2), funds from the Affordable Housing Trust Fund will be transferred to Triad Associates to complete the rehabilitation after the new owner has acquired the property. Money for the rehabilitation must be provided through funds allocated to this Program and not through rehabilitation funds. This unit will not be eligible for a rehabilitation credit in addition to the new construction credit.

In all cases, the program staff will obtain bids from at least three pre-qualified trade contractors. The program staff, including the program inspector, will then review these bids. The lowest responsible trade contractor shall then be selected. The Contractor Agreement will be prepared by the program staff, covering all the required terms and conditions.

Upon notification of selection, the contractor shall submit all required insurance certification to the program staff. A contract signing conference will be called by the program staff. At the time



## **TOWNSHIP OF MONROE**

### **MARKET TO AFFORDABLE HOUSING PROGRAM**

### **PROGRAM GUIDELINES**

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

of Agreement execution, the contractor shall sign a Certification of Work Schedule prepared by the program staff. The program staff will make periodic inspections to monitor the progress of property improvements. This is necessary to ensure that the ongoing improvements are in accordance with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Building Inspector before closing up walls on plumbing and electrical improvements. The contract will permit two progress payments. Final payment will be released once all final inspections are made, a Certificate of Occupancy is issued (if applicable).

#### **Pricing and Selling the Unit**

Units will be priced according to the number of bedrooms as a moderate or low income unit, and whether there are any condominium or homeowner's association fees for the unit. The maximum sales price for a moderate-income unit shall be affordable to households earning no more than 70 percent of median income, and 50% for a low income unit. The initial purchase price shall be calculated so that the monthly carrying costs of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of an eligible household's income.

Once the price has been established, Triad Associates, the designated Administrative Agent for the Market to Affordable For Sale Program will use procedures outlined in UHAC and in the attached **Operating Manual for the Administration of For Sale Units** to affirmatively market the unit and identify an income-eligible buyer. Upon closing, proper deed and mortgage documents from UHAC will be placed on the unit, which will ensure its continued affordability.

In cases processed through Option No. 1 where Triad Associates acquires the property, the Proceeds from the sale of the unit will be returned to the Township to be placed in the Affordable Housing Trust Fund. In cases processed through Option No. 2 where the unit is acquired directly by the affordable buyer, the Township will provide the subsidy from the Affordable Housing Trust Fund at closing.

#### **Resale Restrictions**

Once the buyer agrees to purchase the unit, the unit will be deed restricted for (30) thirty years as affordable housing. A deed restriction in the form of Appendix E in UHAC will be recorded on the project. The deed restriction will specifically identify the units that are restricted. The term



# **TOWNSHIP OF MONROE**

## **MARKET TO AFFORDABLE HOUSING PROGRAM**

### **PROGRAM GUIDELINES**

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

of the restriction will be (30) thirty years. Identification and placement of an income-eligible household in the unit will conform to UHAC regulations and the attached Municipal **Operating Manual for the Administration of For Sale Units.**

#### **Administration**

The Monroe Market to Affordable Program will be administered by Triad Associates, the designated program developer and Administrative Agent. Interested sellers may contact Carolyn Zumpino at Triad Associates at 856 690-9590 to get more information on the Program. Interested purchasers or renters may also contact Carolyn Zumpino at Triad Associates at 856 690-9590 to learn more about how to apply for the Program.

## **II. MARKET TO AFFORDABLE RENTAL PROGRAM**

### **Determining How Much to Spend on a Market Rate Unit to Produce Rental Units**

The Township of Monroe will contract with Triad Associates to act as program administrator and to provide administrative agent services for the Market to Affordable Rental Program. The Township will provide a minimum subsidy of \$25,000 per moderate income unit and a minimum subsidy of \$30,000 per low income unit. See **Appendix B** for a Sample Proforma for Rental units. Moderate income households are those whose household income is between 50 and 80 percent of median income and Low income households are those whose household income is between 30 and 50 percent of median income.

Per the Blaze Mill Settlement Agreement providing funding the Market to Affordable Program, on a case by case basis, funds may also be used for supportive and special needs affordable units, especially to produce low and very low income units.

As program developer, Triad Associates will implement the program, described as follows:

**Market Rate Units Owned by Private Landlords and Deed Restricted:** The Township of Monroe Township has completed an analysis of the affordable rents for units in this program and will negotiate with owners of existing market rate rental units to buy down the rent to an affordable level, offering owners a subsidy to deed restrict certain units so that the household renting the unit will be paying an affordable rent as determined under this program. This will be done through a lump sum subsidy payment up front to the landlord. The arrangement for payment of the subsidy will be documented in the program's Landlord Agreement.





## **TOWNSHIP OF MONROE MARKET TO AFFORDABLE HOUSING PROGRAM PROGRAM GUIDELINES**

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

The maximum rent for a moderate-income unit shall be affordable to households earning no more than 60 percent of median income, 44 percent for a low income unit, and 30 percent for a very low income unit. The number of bedrooms in a unit shall not be a factor in the determination of whether to include a unit in the Program. The initial rent for a restricted rental unit, including all utilities, shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate household size.

The landlord will retain oversight of the building and the affordable units and may conduct standard credit and background checks, however, marketing and tenant selection will be completed according to UHAC by Monroe Township, the Administrative Agent for the program.

### **Inspection and Rehabilitation**

Triad Associates program inspector and a Monroe Township inspector will perform an inspection of the unit prior to rental to determine if any rehabilitation needs to be done in order to make the unit habitable and bring it up to code. If it is determined that rehabilitation is necessary, funding for the rehabilitation will come from the Township's Affordability Assistance account. Procedures for rehabilitation shall be as outlined above in the Market to affordable For Sale section of these guidelines. This unit will not be eligible for a rehabilitation credit in addition to the new construction credit. Once rehabilitation is completed, the unit will be made available to an income-eligible applicant and rented pursuant to the Uniform Housing Affordability Controls (UHAC, N.J.A.C. 5:80-26.1 *et seq.*).

### **Rental Restrictions**

Once the owner agrees to deed restrict the designated units as affordable housing, a deed restriction in the form of Appendix E in UHAC will be recorded on the project. The deed restriction will specifically identify the units that are restricted. The term of the restriction will be (30) thirty years. Identification and placement of an income-eligible household in the unit will conform to UHAC regulations and the attached Municipal **Operating Manual for the Administration of Rental Units**.

### **Administration**

The Monroe Market to Affordable Program will be administered by Triad Associates, the designated program developer and Administrative Agent. Interested sellers may contact Carolyn Zumpino at Triad Associates at 856 690-9590 to get more information on the Program. Interested purchasers or renters may also contact Carolyn Zumpino at Triad Associates at 856 690-9590 to learn more about how to apply for the Program.





# **TOWNSHIP OF MONROE MARKET TO AFFORDABLE HOUSING PROGRAM PROGRAM GUIDELINES**

FOR SALE AND FOR RENT FOR LOW/MODERATE INCOME HOUSEHOLDS

## **Appendices**

**Appendix A:** For Sale Unit Sample Proforma

**Appendix B:** Rental Unit Sample Proforma

**Appendix C:** Operating Manual for the Administration of For Sale Units

**Appendix D:** Operating Manual for the Administration of Rental Units

# ***Township of Monroe***



## **Operating Manual for the Administration of a FOR SALE Program for the Market to Affordable Program in Accordance with the Uniform Housing Affordability Controls**

***March 2018***

Submitted by:  
**Township of Monroe  
125 Virginia Avenue  
Williamstown NJ 08094**

Prepared by:



**TOWNSHIP OF MONROE  
OPERATING MANUAL FOR THE ADMINISTRATION OF FOR-SALE UNITS**

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## **APPENDIX**

- A.** COAH Annual Illustrative Sale Prices By Housing Region
- B.** COAH Annual Regional Income Limits Chart
- C.** Affirmative Marketing Plan
- D.** List of HUD-Certified Housing Counseling Agencies
- E.** Administrative Agent Fee Schedule
- F.** Archive Management
- G.** Program Forms
- H.** Downpayment Assistance Guidelines

## **INTRODUCTION**

This Operating Manual has been prepared to assist in the administration of a Market to Affordable For-Sale Program and Affordability Assistance Program for units in the **Township of Monroe**. It will serve as a guide to the program staff.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the initial sale process and in the resale process. It describes the eligibility requirements for participation in the program, record keeping and overall program administration.

Implementation of any procedure, even if it is not included in this Operating Manual, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws<sup>1</sup>, the Uniform Housing Affordability Controls (UHAC) NJAC 5:80-26.1 et seq.<sup>2</sup>, the substantive rules of the Council on Affordable Housing NJAC 5:93<sup>3</sup> and 5:94<sup>4</sup> and the affordable housing regulations of the **Township of Monroe** (hereafter referred to as the "Regulations").



In accordance with the Federal Fair Housing Act and Equal Opportunities laws it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status.

## **WHAT IS AFFORDABLE HOUSING?**

Affordable housing, unlike market rate housing, has affordability controls limiting the price for at least 30 years. COAH considers housing "affordable" if the household pays approximately 28% or less of the household's gross income on housing costs. Affordable housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the affordable housing is located.

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<sup>1</sup> <http://www.hud.gov/offices/fheo/FHILaws/index.cfm>,

<sup>2</sup> <http://www.state.nj.us/dca/coah/580files/580toc.shtml>

<sup>3</sup> <http://www.state.nj.us/dca/coah/593toc.shtml>

<sup>4</sup> <http://www.state.nj.us/dca/coah/594toc.shtml>

# ***Township of Monroe***



## **Operating Manual for the Administration of a RENTAL Program for the Market to Affordable Program in Accordance with the Uniform Housing Affordability Controls**

***March 2018***

Submitted by:  
**Township of Monroe**  
**125 Virginia Avenue**  
**Williamstown NJ 08094**

Prepared by:



**TOWNSHIP OF MONROE**  
**OPERATING MANUAL FOR THE ADMINISTRATION OF**  
**RENTAL UNITS**

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- G.** Program Forms

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<sup>1</sup> <http://www.hud.gov/offices/fheo/FHILaws/index.cfm>,

<sup>2</sup> <http://www.state.nj.us/dca/services/lps/hss/statsandregs/thirdroundregs.html>

<sup>3</sup> <http://www.state.nj.us/dca/services/lps/hss/statsandregs/thirdroundregs.html>

<sup>4</sup> <http://www.state.nj.us/dca/services/lps/hss/statsandregs/thirdroundregs.html>

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GLOUCESTER COUNTY REHABILITATION PROGRAM – MONROE UNITS REHABILITATED

## REHABILITATION - UNIT INFORMATION

Municipality Name:

Monroe Township

County: Gloucester

Project/Program:

Owner Occupied Rehabilitaton Program funded by CDBG, HOME Investment Partnership Programs, and USDA

1	2	3				4	5	6	7	8.00	9	10	11	12
ADDRESS	UNIT/ APT #	BLOCK	LOT	RENTAL	FOR SALE	VERY LOW	LOW	MOD	FINAL INSPECTION DATE	MONIES EXPENDED	TYPE OF SYSTEM REPAIRED	BELOW CODE/RAISED TO CODE	LENGTH OF DEED RESTRICTION	AFFORDABILITY CONTROLS REMOVED
101 Laurel Ln		11205	18		X	x			4/8/2014	\$10,233.00	General Construction	Yes	Forever	No
1016 Winslow		3503	9		x	x			5/7/2015	\$ 9,830.00	General Construction	Yes	Forever	No
103 Georgia Ave (mobile home)					x		x		3/7/2014	\$5,000.00	Heater	Yes		
107 Georgia Ave (mobilehome )					x				4/22/2014	\$ 1.00	Heater	Yes		
1080 Whitehall Rd		8101	53		x	x			2/1/2011	\$7,500.00	Septics	Yes	Forever	no
111 Michigan Ave (mobile home)					x	x			3/5/2012	\$3,850.00	Heater	Yes		
1124 Daisey Ave		9505	24		x			x	6/27/2017	\$21,235.00	General Construction	Yes	Forever	No
1125 Dublin Ct		13.0101	43		x				3/7/2014	\$4,800.00	Plumbing	Yes	Forever	No
1135 Glassboro Road		13901	22		x		x		4/19/2012	\$ 7,500.00	Septic Design	Yes	Forever	no
1135 Glassboro Road		13901	22		x		x		10/15/2012	\$ 17,500.00	spetic	Yes	Forever	No
1135 Glassboro Road		13901	22		X		X		9/12/2013	\$ 2,500.00	Heater	Yes	Forever	No
1135 Glassboro Road		13901	22						4/19/2012	\$7,500				
1135 Glassboro Road		13901	22						10/18/2012	\$17,500				
116 Nevada Ave (mobile home)						x			4/19/2012	\$ 3,850.00	Heaer	Yes		
117 Nevada Ave (mobile home)					x				4/22/2014		Heater			
1177 Morgan Rd		2703	3		x		x		11/2/2016	\$ 20,578.00	General Construction	Yes	Forever	No
123 Ohio Ave (mobile home )					x				2/17/2013	\$2,992.00	Heater	Yes		
126 Ohio Ave (mobile home)					x		x		9/7/2011	\$ 1,520.00	General Construction	Yes		
1261 Herbert Blvd		1102	1		x		x		10/4/2016	\$10,605.00	General Construction	Yes	Forever	No
1301 Herbert Blvd		613	29		x			x	3/24/2015	\$19,250.00	General Construction	Yes	Forever	No
1386 Franklinville-Williamstown Rd		12702	9		x		x		2/4/2011	\$ 21,575.00	General Construction	Yes	Forever	no
1386 Franklinville-Williamstown Rd		12702	9		x		x		4/5/2011	\$1,600.00	Heater	Yes	Forever	no
1416 N Tuckahoe Rd		14401	5		x	x			2/28/2017	\$6,600.00	Heater	Yes	Forever	No
1440 N Main St		801	17		x	x			10/5/2016	\$3,814.00	Well	Yes	Forever	No
1440 N Main St		801	17		x	x			2/28/2017	\$17,790.00	General Construction	Yes	Forever	No
1450 18th Avenue		9202	15		x		x		11/19/2010	\$5,495.00	Well	Yes	Forever	no
1466 Coles Mill Rd		7901	3		x	x			1/6/2011	\$5,495.00	Well	Yes	Forever	9/30/2016
1491 W. Tuckahoe Road		14301	7		x	x			5/24/2011	\$ 5,000.00	Heater	Yes	Forever	no
1493 Pitman Downer Rd		14901	14		x			x	9/26/2014	\$5,495.00	Well	Yes	Forever	No
15 Bayberry Ln					X	X			12/2/2013	\$4,850.00	Heater	Yes		
1577 Janvier Rd		12601	56		x	x			8/5/2016	\$ 2,289.00	well	Yes	Forever	No
1577 Janvier Rd		12601	56		x	x			11/2/2016	\$10,115.00	General Construction	Yes	Forever	No
1612 Blue Bell Road		10301	8		x		x		8/13/2012	\$ 5,495.00	Heater	Yes	Forever	no

1612 Blue Bell Road		10301	8		x		x		10/18/2012	\$ 1,225.00	Hot Water heater	Yes	Forever	No
1621 Blue Bell Road		10301	8						8/18/2012	\$1,725				
1621 Blue Bell Road		10301	8						2017	\$8,978				
1621 Blue Bell Road		10301	8						2017	\$ 1,225.00				
1664 Blue Bell Rd		10301	4		x			x	3/8/2013	\$4,350.00	Heater	Yes	Forever	No
1664 Blue Bell Rd		10301	4		X			x	12/12/2013	\$8,520.00	General Construction	Yes	Forever	No
1684 Janvier Rd		10603	3		x				4/22/2013	\$5,495.00	well	Yes	Forever	No
173 Bettinger Rd.		5403	38		x		x		10/28/2011	\$ 7,800.00	General Construction	Yes	Forever	no
1820 York Avenue		15303	25		x	x			4/19/2012	\$ 5,795.00	Well	Yes	Forever	no
1941 N Black Horse Pike		201	50.01			x			12/2/2011	\$4,000.00	Heater	Yes	Forever	No
2 Bayberry Ln (mobile home)					x		x		3/7/2014	\$4,450.00	Hot Water heater	Yes		
200 Florida Ave (mobile home)					x			x	11/19/2015	\$ 3,500.00	Heater	Yes		
201 Florida Ave (mobile Home)					x	x			10/18/2011	\$ 4,000.00	General Construction	Yes		
205 Adams Avenue (mobile home)					x			x	3/24/2015	\$ 5,000.00	heater/AC	Yes		
205 Michigan Ave (mobile home)					x	x			4/8/2014	\$3,725.00	Heater	Yes		
205 Michigan Ave (mobile home)					x	x			6/11/2015	\$ 3,800.00	Ac	Yes		
208 Georgia Ave (mobile home)					x	x			3/17/2015	\$ 4,469.00	heater	Yes		
216 Kennedy Ave (mobile home )						x			4/19/2012	\$3,850.00	Heater	Yes		
221 Trinidad Blvd		9.0101	44		x		x		3/29/2017	\$2,950.00	HW Heater/ Windows	Yes	Forever	No
231 Truman Avenue (mobile home)					x	x			1/31/2011	\$ 4,300.00	Heater	Yes		
26 Dale Ln (mobile home)					x	x			2/26/2015	\$ 3,350.00	Heater	Yes		
27 Harrell Ave		1201	19		x		x		4/8/2014	\$15,900.00	General Construction	Yes	Forever	No
272 Hammond Dr		2007	7		x		x		10/7/2016	\$14,045.00	General Construction	Yes	Forever	No
28 Harrell Ave		1202	5		x			x	2/1/2011	\$11,500.00	Septics	Yes	Forever	no
304 Bayberry Ln ( Mobile Home )					x				12/3/2013	\$4,925.00	Heater	Yes		
308 Kentucky Ave (Mobile Home )					x			x	5/20/2014	\$4,395.00	Heater/Ac	Yes		
322 Oklahoma Ave (Mobile Home )					x	x			3/29/2017	\$3,600.00	Heater	Yes		
3375 Jackson Road		7801	26		x	X			6/16/2015	\$ 11,000.00	Roof	Yes	Forever	no
3424 N Shore Dr		9703	20		x			x	2/28/2017	\$21,860.00	General Construction	Yes	Forever	No
347 Walnut St		3002	19		x			x	3/24/2015	\$6,159.00	Plumbing	Yes	Forever	No
363 Huber Ave		4902	20		x		x		2/28/2017	\$5,714.00	Well	Yes	Forever	No
363 Huber Ave		4902	20		x		x			\$13,760.00	General Construction	Yes	Forever	No
382 N Tuckahoe		12503	8		x			x	10/20/2015	\$ 14,000.00	Septics	Yes	Forever	No
407 Kennedy Ave					x				5/6/2013	\$4,100.00	Heater	Yes		
41 Clayton Road		11805	12		x	x				\$ 16,705.00	General Construction	Yes	Forever	no
424 N Main		1801	19		x		x		2/13/2015	\$ 4,371.00	Heater	Yes	Forever	No
430 Ridge Avenue		11001	9						5/6/2013	\$6,100				
430 Ridge Dr		110.01	9		x		x		5/6/2013	\$11,175.00	General Construction	Yes	Forever	No
498 Coles Mill Rd		7601	10		x		x		9/2/2016	\$13,432.00	General Construction	Yes	Forever	No
500 Orbanus Ln		2702	28		x			x	6/10/2013	\$5,495.00	well	Yes	Forever	No
63 Avery		11502	56		x			X	2/16/2016	\$ 8,500.00	Heater	Yes	Forever	no
630 Barbados Dr		9.0105	12		x		x		2/28/2017	\$5,895.00	Heater	Yes	Forever	No
632 Chestnut St		12101	14		x		x		2/28/2017	\$11,950.00	General Construction	Yes	Forever	No
758 N Tuckahoe		13001	3		x		x		9/18/2014	\$ 19,175.00	Septics	Yes	Forever	No
78 Hanover Lane (mobile home)					x	x			1/23/2012	\$ 4,850.00	Heater	Yes		
830 N Tuckahoe		13101	5		x		x		6/25/2015	\$ 13,617.00	General Construction	Yes	Forever	No
830 Thoreau Ln		120.02	15		x	x			9/6/2011	\$8,600.00	Heater	Yes	Forever	no
830 Thoreau Ln		120.02	15		x	x			4/2/2012	\$11,050.00	General Construction	Yes	Forever	no
924 S Main St		3303	26		x		x		4/19/2012	\$6,560.00	Heater	Yes	Forever	no
924 S. Main Street		3303	26		x		x		3/24/2015	\$ 3,900.00	Heater	Yes	Forever	No
966 Coles Mill Rd		7801	13		x		x		5/25/2012	\$4,800.00	General Construction	Yes	Forever	No

### Unit Information - Rehabilitation

<b>Municipality Name:</b>	<u>Monroe Twp</u>	<b>County:</b>	Gloucester
<b>Muni Code:</b>			
<b>Project / Program:</b>	<u>Owner Occupied Rehabilitation Program</u>		

COAH Project Number (COAH use) \_\_\_\_\_

**1. The following units have been rehabilitated through the** Owner Occupied Rehabilitation Program (CDBG,HOME & USDA Housing Preservation Grant Funds)

**Total administrative costs for rehabilitation between 4/1/00 and 6/30/17:**

[illegible]

Unit Information - Rehabilitation

Municipality Name:

County:

Muni Code:

Project / Program:

COAH Project Number (COAH use)

1. The following units have been rehabilitated through the

Total administrative costs for rehabilitation between 4/1/00 and 6/30/07:

2							3	4	5	6	7	8	9	10	11	12	13	14	15	16
Address	Unit / Apt Number	block	block suffix	lot	lot suffix	qualifer	rental / for-sale	income level	final inspection date	funds expended on hard costs	development fees expended	funds recaptured	major system repaired (pick only one)	was unit below code and raised to code?	effective date of affordability controls	perpetual lien	length of affordability controls	date affordability controls removed	reason for removal of controls	creditworthy (COAH USE)
							(select one)	(select one)	(mm/dd/yyyy)	(\$)		(\$)	(select from list)	(y/n)	(mm/dd/yyyy)	(√)	(years)	(mm/dd/yyyy)	(pick reason)	(y/n)
		10603		3			For Sale	Low	4/22/2013	5495.00		0.00	Plumbing/Wells	Yes	1/28/2013	Yes	99	11/13/2014	Foreclosure	
173 Bettinger Rd.		5403		38			For Sale	Low	10/28/2011	7800.00			Weatherization (Insulation/Siding/Windows/Door)	Yes		Yes	99			
1820 York Avenue		15303		25			For Sale	Low	4/19/2012	5795.00			Plumbing/Wells	Yes	3/20/2012	Yes	99	1/13/2017	Repayment	
1941 N Black Horse Pike		201		5001			For Sale	Low	12/2/2011	4000.00		4000.00	Heating	No		Yes	99			
2 Bayberry Ln (mobile home)							For Sale	Low	3/7/2014	4450.00		0.00	Heating	No		Yes				
200 Florida Ave (mobile home)							For Sale	Mod	11/19/2015	3500.00		0.00	Heating	No						
201 Florida Ave (mobile Home)							For Sale	Low	10/18/2011	4000.00		0.00	Weatherization (Insulation/Siding/Windows/Door)	Yes						
205 Adams Avenue (mobile home)							For Sale	Mod	3/24/2015	5000.00		0.00	Heating	No						
205 Michigan Ave (mobile home)							For Sale	Low	4/8/2014	3725.00		0.00	Heating	No						
208 Georgia Ave (mobile home)							For Sale	Low		4469.00		0.00	Heating	No						
216 Kennedy Ave (mobile home )							For Sale	Low	4/19/2012	3850.00		0.00	Heating	No						
231 Truman Avenue (mobile home)							For Sale	Low	1/31/2011	4300.00		0.00	Heating	No						
26 Dale Ln (mobile home)							For Sale	Low		3350.00		0.00	Heating	No						
27 Harrell Ave		1201	19				For Sale	Low	4/8/2014	15900.00			Weatherization (Insulation/Siding/Windows/Door)	Yes	2/24/2014	Yes	99			
28 Harrell Ave		1202	5				For Sale	Mod	2/1/2011	11500.00			Sanitary/Septic/Sewer Hookup	Yes	1/17/2011	Yes	99			
304 Bayberry Ln ( Mobile Home )							For Sale	Low	12/3/2013	4925.00			Heating	No						
308 Kentucky Ave (Mobile Home )							For Sale	Mod	5/20/2014	4395.00			Heating	No						
3375 Jackson Road		7801	26				For Sale	Low	6/16/2015	11000.00			Roof	Yes	11/25/2015	Yes	99			
347 Walnut St		3002	19				For Sale	Mod	3/24/2015	6159.00			Plumbing/Wells	Yes	10/1/2014	Yes	99			
382 N Tuckahoe		12503	8				For Sale	Mod	10/20/2015	14000.00			Sanitary/Septic/Sewer Hookup	Yes	10/13/2015	Yes	99			

Verification by Municipal Housing Liaison that all households are income eligible, that appropriate affordability controls are in place and that rental prices conform to COAH regulations.

Verification by Building Code Official that units were below code and raised to code per the NJ State Housing Code or the Rehabilitation Subcode and that the work involved major systems.

Municipal Housing Liaison

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)



Unit Information - Rehabilitation

Municipality Name:

County:

Muni Code:

Project / Program:

COAH Project Number (COAH use)

1. The following units have been rehabilitated through the

Total administrative costs for rehabilitation between 4/1/00 and 6/30/07:

2							3	4	5	6	7	8	9	10	11	12	13	14	15	16
Address	Unit / Apt Number	block	block suffix	lot	lot suffix	qualifer	rental / for-sale	income level	final inspection date	funds expended on hard costs	development fees expended	funds recaptured	major system repaired (pick only one)	was unit below code and raised to code?	effective date of affordability controls	perpetual lien	length of affordability controls	date affordability controls removed	reason for removal of controls	creditworthy (COAH USE)
							(select one)	(select one)	(mm/dd/yyyy)	(\$)		(\$)	(select from list)	(y/n)	(mm/dd/yyyy)	(N)	(years)	(mm/dd/yyyy)	(pick reason)	(y/n)
107 Georgia Ave (mobilehome )							For Sale	Low	4/22/2014	1.00			Heating	No		Yes				
1135 Glassboro Road		13901		22			For Sale	Low	4/19/2012	2370.00			Sanitary/Septic/Sewer Hookup	Yes	3/20/2012	Yes	99			
1135 Glassboro Road		13901		22			For Sale	Low	10/18/2012	17500.00			Sanitary/Septic/Sewer Hookup	Yes	7/25/2012	Yes	99			
1135 Glassboro Road		13901		22			For Sale	Low		7500.00				Yes	8/6/2013	Yes	99			
1135 Glassboro Road		13901		22			For Sale	Low		20500.00				Yes	11/15/2006	Yes	99			
117 Nevada Ave (mobile home)							For Sale	Low	4/22/2014	1.00			Heating	No		Yes				
1612 Blue Bell Road		10301		8			For Sale	Low	8/18/2012	5495.00			Heating	No	6/5/2012	Yes	99			
205 Michigan Ave (mobile home)							For Sale	Low	3/12/2015	3725.00			Heating	No		Yes				
407 Kennedy Ave							For Sale	Low	5/6/2013	4100.00		0.00	Heating	No		Yes				
41 Clayton Road		11805		12			For Sale	Low		16705.00			Weatherization (Insulation/Siding/Windows/Door)	Yes		Yes	99			
424 N Main		1801		19			For Sale	Low	2/13/2015	4371.00			Heating	No	2/26/2015	Yes	99			
430 Ridge Dr		11001		9			For Sale	Low	5/6/2013	5075.00			Weatherization (Insulation/Siding/Windows/Door)	Yes	5/7/2013	Yes	99			
430 Ridge Dr		11001		9			For Sale	Low		6100.00			Weatherization (Insulation/Siding/Windows/Door)	Yes	4/21/2013	Yes	99			
500 Orbanus Ln		2702		28			For Sale	Mod	6/10/2013	5495.00			Plumbing/Wells	Yes	5/7/2013	Yes	99			
63 Avery		11502		56			For Sale	Mod	2/16/2016	8500.00			Heating	No	2/18/2016	Yes	99			
758 N Tuckahoe		13001		3			For Sale	Low	5/1/2015	19175.00			Sanitary/Septic/Sewer Hookup	Yes	5/21/2015	Yes	99			
78 Hanover Lane (mobile home)							For Sale	Low	1/22/2012	4850.00		0.00	Heating	No		Yes				
830 N Tuckahoe		13101		5			For Sale	Low	6/25/2015	13617.00			Weatherization (Insulation/Siding/Windows/Door)	Yes	7/6/2015	Yes	99			
830 Thoreau Ln		12002		15			For Sale	Low	9/6/2011	8600.00			Heating	No	4/26/2012	Yes	99			
830 Thoreau Ln		12002		15			For Sale	Low	4/19/2012	11050.00			Weatherization (Insulation/Siding/Windows/Door)	Yes	10/4/2011	Yes	99			
924 S Main St		3303		26			For Sale	Low	4/19/2012	6560.00			Heating	No	3/20/2012	Yes	99			
924 S. Main Street		3303		26			For Sale	Low	3/24/2015	3900.00			Heating	No	10/1/2014	Yes	99			
966 Coles Mill Rd		7801		13			For Sale	Low	5/25/2012	4800.00			Weatherization (Insulation/Siding/Windows/Door)	Yes		Yes				

Verification by Municipal Housing Liaison that all households are income eligible, that appropriate affordability controls are in place and that rental prices conform to COAH regulations.

Municipal Housing Liaison

Date (mm/dd/yyyy)

Verification by Building Code Official that units were below code and raised to code per the NJ State Housing Code or the Rehabilitation Subcode and that the work involved major systems.

Date (mm/dd/yyyy)

Unit Information - Rehabilitation

Municipality Name: County:

Muni Code:

Project / Program:

COAH Project Number (COAH use)

1. The following units have been rehabilitated through the

Total administrative costs for rehabilitation between 4/1/00 and 6/30/07:

2							3	4	5	6	7	8	9	10	11	12	13	14	15	16
Address	Unit / Apt Number	block	block suffix	lot	lot suffix	qualifier	rental / for-sale	income level	final inspection date	funds expended on hard costs	development fees expended	funds recaptured	major system repaired (pick only one)	was unit below code and raised to code?	effective date of affordability controls	perpetual lien	length of affordability controls	date affordability controls removed	reason for removal of controls	creditworthy (COAH USE)
							(select one)	(select one)	(mm/dd/yyyy)	(\$)		(\$)	(select from list)	(y/n)	(mm/dd/yyyy)	(√)	(years)	(mm/dd/yyyy)	(pick reason)	(y/n)
1124 Daisey Ave		9505		24			For Sale	Mod	6/27/2017	21235.00			Weatherization (Insulation/Siding/Windows+Door)	Yes	6/29/2017	Yes	99			
1177 Morgan Rd		2703		3			For Sale	Low	11/2/2016	20578.00			Weatherization (Insulation/Siding/Windows+Door)	Yes	11/7/2016	Yes	99			
1261 Herbert Blvd		1102		1			For Sale	Low	10/4/2016	10605.00			Weatherization (Insulation/Siding/Windows+Door)	Yes	10/31/2016	Yes	99			
1416 N Tuckahoe Rd		14401		5			For Sale	Low	2/28/2017	6600.00			Heating	No	3/3/2017	Yes	99			
1440 N Main St		801		17			For Sale	Low	10/5/2016	3814.00			Plumbing/Wells	Yes	3/3/2017	Yes	99			
1440 N Main St		801		17			For Sale	Low	2/28/2017	17790.00			Weatherization (Insulation/Siding/Windows+Door)	Yes	3/3/2017	Yes	99			
1577 Janvier Rd		12601		56			For Sale	Low	8/5/2016	2289.00			Plumbing/Wells	Yes	8/9/2016	Yes	99			
1577 Janvier Rd		12601		56			For Sale	Low	11/2/2016	10115.00			Weatherization (Insulation/Siding/Windows+Door)	Yes	11/7/2016	Yes	99			
1621 Blue Bell Rd		10301		8			For Sale	Low		1225.00			Sanitary/Septic/Sewer Hookup	Yes	10/2/2012	Yes	99			
1621 Blue Bell Rd		10301		8			For Sale	Low		8978.00			Sanitary/Septic/Sewer Hookup	Yes	12/22/2014	Yes	99			
221 Trinidad Blvd		90101		44			For Sale	Low	3/29/2017	2950.00			Heating	No	3/31/2017	Yes	99			
272 Hammond Dr		2007		7			For Sale	Low	10/7/2016	14045.00			Weatherization (Insulation/Siding/Windows+Door)	Yes	10/11/2016	Yes	99			
322 Oklahoma Ave (Mobile Home )							For Sale	Low	3/29/2017	3600.00			Heating	No		Yes				
3424 N Shore Dr		9703		20			For Sale	Mod	2/28/2017	21860.00			Weatherization (Insulation/Siding/Windows+Door)	Yes	3/3/2017	Yes	99			
363 Huber Ave		4902		20			For Sale	Low	2/28/2017	5714.00			Plumbing/Wells	Yes	3/9/2017	Yes	99			
363 Huber Ave		4902		20			For Sale	Low		13760.00			Weatherization (Insulation/Siding/Windows+Door)	Yes		Yes	99			
498 Coles Mill Rd		7601		10			For Sale	Low	9/2/2016	13432.00			Weatherization (Insulation/Siding/Windows+Door)	Yes	8/9/2016	Yes	99			
630 Barbados Dr		90105		12			For Sale	Low	2/28/2017	5895.00			Heating	No	3/3/2017	Yes	99			
632 Chestnut St		12101		14			For Sale	Low	2/28/2017	11950.00			Weatherization (Insulation/Siding/Windows+Door)	Yes	3/3/2017	Yes	99			

Verification by Municipal Housing Liaison that all households are income eligible, that appropriate affordability controls are in place and that rental prices conform to COAH regulations.

Municipal Housing Liaison Date (mm/dd/yyyy)

Updated 07-06-07

Verification by Building Code Official that units were below code and raised to code per the NJ State Housing Code or the Rehabilitation Subcode and that the work involved major systems.

Date (mm/dd/yyyy)

### **Gloucester County Rehabilitation Program - 2010 - 2017**

	<i>Total Hard Costs Expended</i>	<i># Homes Rehabilitated</i>
Page 1	\$140,800	19
Page 2	\$127,613	19
Page 3	\$179,990	17
Page 4	<u>\$196,435</u>	<u>15</u>
<b>TOTAL</b>	<b>\$644,838</b>	<b>70</b>

**AVERAGE OVERALL  
COSTS EXPENDED**

**\$9,211.97**

Data provided on November 13, 2017 by  
E. Christina Velázquez, Senior Program Analyst  
Gloucester County Planning Division/Office of Housing and Community Development

NOTE: Homes that are listed multiple times in the documents have been combined into 1 grant item. 81 line items were reduced to 70 lines.

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TOWNSHIP COUNCIL RESOLUTION - ADOPTION OF HOUSING REHABILITATION PROGRAM

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MONROE HOUSING REHABILITATION OPERATING MANUAL

**Document on file with Township Clerk.**

# ***Township of Monroe***



## **Operating Manual for the Administration of a HOUSING REHABILITATION Program in Accordance with the Uniform Housing Affordability Controls**

***MARCH 2018***

Submitted by:  
**Township of Monroe  
125 Virginia Avenue  
Williamstown NJ 08094**

Prepared by:



**TOWNSHIP OF MONROE**  
**Operating Manual for the Administration of**  
**A Housing Rehabilitation Program**

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GLOUCESTER COUNTY HOUSING AUTHORITY LETTER RE: CARINO PARK APARTMENTS, GCHA SINGLE  
FAMILY RENTALS



FRANK R. SMITH \* Chairman  
 NANCY BUCK \* 2nd Vice Chairman  
 EDWARD HONORS \* Co-ordinator  
 LSH DAVIS \* Co-ordinator

WILLIAM F. STRAEP \* 1st Vice Chairman  
 JOSEPH A. REED \* Treasurer  
 JANETTE (TOM) WHITAKER \* Co-ordinator  
 SAMUEL V. HUDMAN \* Secretary-Executive Director

May 4, 1988

Mr. Mark Shuster  
 907 Pleasant Valley Avenue, Suite 2A  
 Mt. Laurel, NJ 08054

RE: Verification of Low Income Public Housing in Monroe Township, Gloucester County, NJ for Community Planning Purposes

Dear Mr. Shuster:

You have represented to me that you are involved in updating community planning elements for the Township of Monroe, Gloucester County, NJ, and that in this capacity you need a verification of the quantity of public housing located in the township dedicated to housing lower income persons and families.

The Housing Authority owns and operates the following low income public housing in Monroe Township, Gloucester County permanently dedicated to housing elderly, disabled, handicapped and qualifying families.

1. Carino Park Apartments: 100 Units for very low income elderly/disabled/handicapped persons Turnkey Construction - Finished 10/84
2. Scattered Family Units: 15 Single Family Houses for Very Low Income Families (list enclosed)

NOTE: "Very low income" is defined as income from all sources at less than 80% of the median income in Gloucester County for the applicable family size at time of initial family certification for housing.

The program is administered in accordance with the 1937 Housing Act and Federal public housing rules.

Please call me if other information is needed.

Very truly yours,

Samuel V. Hudman, Executive Director

cc: F. Smith, Chairman

J. Moyer, Clerk, Monroe Township



609-390-0040

**HOUSING AUTHORITY OF GLOUCESTER COUNTY  
223 SOUTH EVERGREEN AVENUE  
WOODBURY, NEW JERSEY 08096**

**STATEMENT OF LOCATIONS**

**PROJECT NJ204-1**

	LOCATION ADDRESS	BLOCK & LOT	TOWNSHIP	NUMBER DWELLING UNITS	CONSTRUCTION	DATE OF ACQUISITION
BIK-1603 L-4	1. 226 Lake Avenue, Williamstown	Block 12A Lot 1	Monroe	Single Family Unit	Frame	8/22/80
BIK-11902-L-1	2. 408 Oak Street, Williamstown	Block 137 Lot 3	"	"	Masonry	6/2/81
BIK-3002-L-14	3. 317 Walnut St., Williamstown	Block 139 Lot 20	"	"	Frame	1/14/80
BIK-2104 L-4	4. 20 Walter Drive, Williamstown	Block 32C Lot 4	"	"	"	1/29/81
BIK-2105 L-11	5. 7 Wiley Drive, Williamstown	Block 32B Lot 24	"	"	"	8/12/80
BIK-1603-L-38	6. 436 Florence Ave., Williamstown	Block 12B Lot 11	"	"	"	6/10/80
BIK-9502 L-4	7. 1112 Rose Ave., Williamstown	Block 198 Lot 4	"	"	"	8/31/79
BIK-8910 L-8	8. 1425 6th Ave., Williamstown	Block 8910 Lot 8	"	"	"	1/5/81
BIK-2302-L-16	9. 1165 New Brooklyn Rd., Williamstown	Block 35 Lot 784	"	"	"	2/29/80
BIK-13205-L-6	10. 421 Jennifer Lane, Williamstown	Block 5600 Lot 8	"	"	"	3/31/80
BIK-13201-L-20	11. 711 Debra Court, Williamstown	Block 5622 Lot 20	"	"	Frame	3/31/80
BIK-9902-L-5	12. Box 22, RD 4 Black Horse Pike, Williamstown	Block 186 Lot 6A	"	"	"	4/11/81
BIK-613-L-1	13. 380 Laurel Ave., Williamstown	Block 18 Lot 1	"	"	"	5/28/81
BIK-8201-L-20	14. 111 Jackson Road, Williamstown	Block 188 Lot 27A	"	"	"	6/9/80
BIK-13502-L-10	15. 941 Main Street, Williamstown	Block 50D Lot 11	"	"	"	7/10/80

**MONROE TOWNSHIP**



74 - 5/5/2018 9:30:00 AM

19 Results matched your query. <a href="#">select new towns or counties</a> <a href="#">Search Again</a> <a href="#">Mailing Labels</a> <a href="#">Generate List</a>						
District	Block	Lot	Qualifier	Class	Location	Owner

Other Maps ▾ View Hide Map

Property Information	
Property Location :	
1013 CRESTWOOD DR , MONROE TWP.	
County	
District :	811
Block :	110.101
Lot :	6
Qualifier :	
Class :	2 - Residential
Additional Lots :	
Current Owner:	
MIMOSA ASSOCIATES	
PO BOX 1512	
LAUREL SPRINGS, NJ 08021	
Last Sale	
Transfer Date :	
Transfer Price :	
Deed Book :	
Deed Page :	
Prior Sale	
Previous Owner :	
Transfer Date :	



DISTRICT	Block	Lot	QUALIFIER	STREETADDRESS	TOWN	STATE	ZIPCODE	ZIPFOUR	BUILDINGDESC	LANDDESC	Acreage	ADDITIONALLOTS	ADDITIONALLOTS2	ZONING	LANDVALUE	IMPROVEVALUE	TOTALVALUE	DEE
811	110.101	3		1001 CRESTWOOD DR	MONROE TWP.	NJ			1SFR	81X115					30000	50000	80000	
811	110.101	4		1005 CRESTWOOD DR	MONROE TWP.	NJ			1SFR	85X120					30000	50000	80000	
811	110.101	5		1009 CRESTWOOD DR	MONROE TWP.	NJ			1SFR	85X120					30000	50000	80000	
811	110.101	6		1013 CRESTWOOD DR	MONROE TWP.	NJ			1SFR	84X120					30000	50000	80000	
811	110.101	7		1017 CRESTWOOD DR	MONROE TWP.	NJ			1SFR	76X147					30000	50000	80000	
811	110.101	8		1021 CRESTWOOD DR	MONROE TWP.	NJ			1SFR	84X160					30000	50000	80000	
811	110.101	9		1025 CRESTWOOD CT	MONROE TWP.	NJ			1SFR	93X150 AVG					30000	50000	80000	
811	110.101	11		1029 CRESTWOOD CT	MONROE TWP.	NJ			1SFR	93X140 AVG					30000	50000	80000	
811	110.101	12		1033 CRESTWOOD CT	MONROE TWP.	NJ			1SFR	91X128					30000	50000	80000	
811	110.101	13		1037 CRESTWOOD DR	MONROE TWP.	NJ			1SFR	75X135					30000	50000	80000	
811	110.101	14		1041 CRESTWOOD DR	MONROE TWP.	NJ			1SFR	75X135					30000	50000	80000	
811	110.102	6		421 RIDGE DR	MONROE TWP.	NJ			1SFR	82X134					30000	50000	80000	
811	110.102	7		425 RIDGE DR	MONROE TWP.	NJ			1SFR	80X125					30000	50800	80800	
811	110.102	8		429 RIDGE DR	MONROE TWP.	NJ			1SFR	80X125					30000	50000	80000	
811	110.102	9		433 RIDGE DR	MONROE TWP.	NJ			1SFR	80X125					30000	50000	80000	
811	110.102	10		437 RIDGE DR	MONROE TWP.	NJ			1SFR	75X180					30000	50000	80000	
811	110.102	11		441 RIDGE DR	MONROE TWP.	NJ			1SFR	89X174					30000	50000	80000	
811	110.102	12		445 RIDGE DR	MONROE TWP.	NJ			1SFR	81X140					30000	50000	80000	
811	110.102	13		1020 CRESTWOOD DR	MONROE TWP.	NJ			1SFR	79X152 AVG					30000	50000	80000	
811	110.102	14		1024 CRESTWOOD DR	MONROE TWP.	NJ			1SFR	90X140					30000	50000	80000	
811	110.102	15		401 MARNI CT	MONROE TWP.	NJ			1SFR	70X139					30000	50000	80000	
811	110.102	16		405 MARNI CT	MONROE TWP.	NJ			1SFR	79X128					30000	51000	81000	
811	110.102	17		409 MARNI CT	MONROE TWP.	NJ			1SFR	78X157 AVG					30000	50000	80000	
811	110.102	18		412 MARNI CT	MONROE TWP.	NJ			1SFR	80X111 AVG					30000	50000	80000	
811	110.102	19		408 MARNI CT	MONROE TWP.	NJ			1SFR	75X127 AVG					30000	50000	80000	
811	110.102	20		404 MARNI CT	MONROE TWP.	NJ			1SFR	88X123					30000	50000	80000	
811	110.102	21		400 MARNI CT	MONROE TWP.	NJ			1SFR	71X132					30000	50000	80000	
811	110.103	16		1008 CRESTWOOD DR	MONROE TWP.	NJ			1SFR	79X129					30000	50000	80000	
811	110.103	17		1004 CRESTWOOD DR	MONROE TWP.	NJ			1SFR	80X126					30000	50000	80000	
811	110.103	18		1000 CRESTWOOD DR	MONROE TWP.	NJ			1SFR	83X120					30000	50000	80000	

[data is from eTaxmaps.com.com](http://data.is.from.eTaxmaps.com.com)

WILLOW CREEK (MONROE TOWNE EAST)

Property Information					
<b>Property Location :</b> 175 WALNUT ST , MONROE TWP.			Last Sale	Prior Sale Previous Owner :	
County					
District : 811 Block : 3401 Lot : 5 Qualifier :					
<b>Additional Lots :</b>		Transfer Date :	1995-06-23		
<b>Current Owner:</b>		Transfer Price :	\$1,554,551		
MONROE TOWNE EAST LP NJ LMT PARTNSP 191 WHITE HORSE PK BERLIN, NJ 08009		Deed Book :	2555		
		Deed Page :	59		
		Class : 4C - Apartments			
<b>Assessments</b>					
Total Value :	\$1,640,000	2016 <a href="#">Tax Rate</a> :	3.497	Zoning :	
		2016 Tax Ratio :	101.14%	<a href="#">Building Description</a> :	APTS - 38 UNITS
Land Value :	\$586,400	Estimated Property Taxes :	\$57,350.80	Land Description :	9.450 AC
Improve Value :	\$1,053,600	2011 Taxes :	\$58,088.80	Acreage :	
% Improvement :	64%	<a href="#">Useable/Non Usable</a> :		Square Footage :	
Assessment at time of sale :				Year Constructed :	





						Last Sale		Prior Sale	
<b>Property Location :</b>								Previous Owner	
800 N MAIN ST , MONROE TWP.								:	
County									
District : 811 Block : 1701 Lot : 11.01 Qualifier :									
<b>Additional Lots :</b>				Transfer Date :		1987-11-22			
<b>Current Owner:</b>				Transfer Price :		\$1			
PLEASANT ACRES PARTNERSHIP 191 WHITE HORSE PK BERLIN, NEW JERSEY 08009				Deed Book :		1732			
				Deed Page :		1500			
				Class : 4C - Apartments					
<b>Assessments</b>									
Total Value :		\$1,470,000		2016 <a href="#">Tax Rate</a> :		3.497		Zoning :	
Land Value :		\$452,800		2016 Tax Ratio :		101.14%		<a href="#">Building Description</a> :	
Improve Value :		\$1,017,200		Estimated Property Taxes :		\$51,405.90		Land Description :	
% Improvement :		69%		2011 Taxes :		\$52,067.40		Acreage :	
Assessment at time of sale :				<a href="#">Useable/Non Usable</a> :				Square Footage :	
								Year Constructed :	



800 N MAIN ST , MONROE TWP.				Last Sale	Prior Sale
County					Previous Owner
District : 811 Block : 1701 Lot : 11.02 Qualifier :					:
Additional Lots :		Transfer Date :		1987-01-15	
Current Owner:		Transfer Price :		\$64,500	
DOBCO ASSOCIATES NJ PARTNERSHIP 500 S KINGS HWY CHERRY HILL, NJ 08034		Deed Book :		1576	
		Deed Page :		215	
		Class : 4C - Apartments			
<b>Assessments</b>					
Total Value :	\$1,585,000	2016 <a href="#">Tax Rate</a> :	3.497	Zoning :	
		2016 Tax Ratio :	101.14%	<a href="#">Building Description</a> :	APTS 36 UNITS
Land Value :	\$452,400	Estimated Property Taxes :	\$55,427.45	Land Description :	3.53AC
Improve Value :	\$1,132,600	2011 Taxes :	\$56,140.70	Acreage :	
% Improvement :	71%	<a href="#">Useable/Non Usable</a> :		Square Footage :	
Assessment at time of sale :				Year Constructed :	



800 N MAIN ST , MONROE TWP.				Last Sale	Prior Sale
County					Previous Owner
District : 811 Block : 1701 Lot : 11.02 Qualifier :					:
Additional Lots :		Transfer Date :		1987-01-15	
Current Owner:		Transfer Price :		\$64,500	
DOBCO ASSOCIATES NJ PARTNERSHIP 500 S KINGS HWY CHERRY HILL, NJ 08034		Deed Book :		1576	
		Deed Page :		215	
		Class : 4C - Apartments			
<b>Assessments</b>					
Total Value :	\$1,585,000	2016 <a href="#">Tax Rate</a> :	3.497	Zoning :	
Land Value :	\$452,400	2016 Tax Ratio :	101.14%	<a href="#">Building Description</a> :	APTS 36 UNITS
		Estimated Property Taxes :	\$55,427.45	Land Description :	3.53AC
Improve Value :	\$1,132,600	2011 Taxes :	\$56,140.70	Acreage :	
% Improvement :	71%	<a href="#">Useable/Non Usable</a> :		Square Footage :	
Assessment at time of sale :				Year Constructed :	

THIS GRANTS TO STATES FOR LOW-INCOME HOUSING PROJECTS IN LIEU OF LOW-INCOME HOUSING CREDITS PROGRAM GRANT AGREEMENT AND DEED RESTRICTION which constitutes the written agreement as described within Section 1602 of the American Recovery and Reinvestment Tax Act of 2009 ("ARRA") administered by the U.S. Department of Treasury ("Treasury") (the "Grant Agreement") is hereby made on the 23<sup>rd</sup> day of August, 2010, by and between the NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY (the "Agency" or "Grantor") and SCOTLAND COMMONS LP, having its offices located at 725 Cuthbert Blvd., Cherry Hill, NJ 08002 (hereinafter the "Sponsor" or "Grantee" or "Owner") the Agency and the Sponsor are, collectively, the "Parties").

WITNESSETH:

**WHEREAS**, the Sponsor has applied to and received a commitment for a grant from the Agency, funded by the Grants to States for Low-Income Housing Projects in Lieu of Low-Income Housing Credits Program ("TCX Program") authorized by Section 1602 of ARRA in the amount of \$6,626,053, and administered by the Agency (the "TCX Grant" or "Grant"); and

**WHEREAS**, the purpose of the Grant is to assist in the funding of Scotland Commons, an affordable housing project consisting of 132 total units, of which 132 are LIHTC-qualified units, at least 132 are Energy Star qualified units, to be located at 1276 Glassboro Road, Block 14301, Lots 57 in Gloucester County, State of New Jersey, as described in Schedule "A" attached hereto (the "Project") and to be developed by the Sponsor; and

**WHEREAS**, the Agency and the Sponsor shall execute this Grant Agreement, in favor of the Agency that describes the terms and conditions of the TCX Grant; and

**WHEREAS**, the Sponsor received an award of Tax Credits in the total amount of \$2,250,000; and

**WHEREAS**, the Sponsor understands that the Project will be subject to tenant affordability restrictions and Agency oversight;

**WHEREAS**, any amount of the Grant subject to recapture becomes a debt owed by the Grantee to the United States, payable to the General Fund of the United States Treasury and enforceable against all assets of the Owner by all available means; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the Parties do hereby covenant and agree each with the other as follows:

**1. Applicable Law:** This Grant Agreement shall be governed by and construed in accordance with the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) and any HUD or Treasury

regulations, guidelines and applicable notices thereto (the "Act") and the laws and regulations of the State of New Jersey including, but not limited to, the New Jersey Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. (the "Fair Housing Act"), the Agency's qualified allocation plan for Tax Credits, N.J.A.C. 5:80-33.1 et seq., and the TCX Guidelines (the "Guidelines"). To the extent possible, these authorities shall be construed in such a manner as to complement one another and not conflict. However, in the event of a conflict, the most restrictive authority shall prevail.

**2. Superiority:** Should any of the terms and conditions of this Grant Agreement conflict with those of the Mortgage, the provisions of this Grant Agreement shall prevail.

**3. Amendments:** The parties agree to make no changes, amendments and/or to seek suspension or termination of this Grant Agreement without the prior written approval of the Agency.

**4. Proceeds:** Proceeds from the TCX Grant shall be paid to the Sponsor at such times and in such manner as such funds are advanced by the Agency in accordance with payment procedures outlined in this Grant Agreement. Proceeds of the TCX Grant must be expended by the Sponsor no later than December 31, 2011. Failure to expend funds by this date will result in a recapture by the Agency of the balance of the unexpended grant proceeds pursuant to the Guidelines.

**5. Definitions:** Capitalized terms used herein shall have the following meanings:

"Act" means the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), as amended from time to time, and the regulations, guidelines and notices promulgated by HUD and/or Treasury thereunder.

"Agency" means the New Jersey Housing and Mortgage Finance Agency or its authorized officer or representative.

"Agency Financing" means any construction and/or permanent mortgage loan(s) made to Grantee and authorized by the Agency Board for the Project.

"Architect" means the Architect of Record as designated by the Construction Contract.

"Code" means the Internal Revenue Service Code of 1986, as it may, from time to time, be amended.

"Construction Completion Date" means the date specified for completion of all stages of the work under the Construction Contract, which is **January 1, 2012** unless otherwise modified pursuant to the terms of the Construction Contract.

"Construction Contract" means the contract between the Grantee and the Contractor, for the construction /rehabilitation of the Project.



**"Construction Lender"** means Wells Fargo Bank, National Association in its role as Lender of \$13,085,710 to the Grantee for the acquisition, and/or construction/rehabilitation of the Project, which construction loan is secured by a first mortgage.

**"Construction Loan"** means the construction loan made to the Grantee by the Construction Lender to finance a portion of the cost of the acquisition and construction/rehabilitation of the Project as evidenced by a Note and secured by a Mortgage.

**"Construction Period"** means the time period prior to the issuance of a Certificate of Occupancy for all of the units constructed on the premises.

**"Construction Contract"** means the agreement between the Owner and Ingerman Construction Company dated August 11, 2010.

**"Day"** means calendar day unless otherwise indicated.

**"Draw Schedule"** means the schedule of all sources and uses of funding for the project to which this TCX financing is provided and attached here to as Schedule "B".

**"Event of Default"** means any of the events set forth in Section 23 of this Grant Agreement.

**"Exchange Funds" or "TCX Funds"** means the funds provided to the Project under the TCX Program in exchange for Tax Credits returned under the Act.

**"Grant"** means the TCX Grant Agreement that secures the TCX Grant.

**"Grant Documents"** means this Grant Agreement, the Mortgage, Guaranty and UCC-1 Financing Statements.

**"Green"** A practice that considers all parts of a building project, and examines the interaction between design, construction, and operations to optimize the energy and environmental performance of the project. This process may also be known as integrated design.

**"Guaranty"** means the agreement made by Grantee, in favor of the Agency, together with all amendments thereto, whenever and however made, whereby Grantee, **SCOTLAND COMMONS MBI LLC and TRF DP SCOTLAND COMMONS, INC.**, guarantees in full the obligations of the Grantee under the Act, Rules and Guidelines, Sections 42 and 142, where applicable, of the Code, and the Grant Agreement made by Grantee in favor of the Agency of even date of this Agreement.

**"Guidelines" or "TCX Guidelines"** means the TCX Program guidelines promulgated by the Agency on August 20, 2009, as may be amended.

**"HUD"** means the U.S. Department of Housing and Urban Development.

**"Land"** means the real property of the Project, described in Schedule "A" attached hereto.

**"Mortgage"** means the TCX Mortgage and Security Agreement that secures the TCX Grant and the terms of which, by reference thereto, are incorporated herein.

**"Mortgaged Premises"** means the Project and the Land that secure the TCX Grant.

**"Payment and Performance Bonds"** mean the bond or bonds securing the payment of the Contractor's obligations to subcontractors and workers relating to the construction of the Project and the performance of the Work pursuant to this Grant Agreement and the Construction Contract. This definition shall also include any letter of credit, maintenance or warranty bond or other form of performance guarantee acceptable to the Agency.

**"Placed in Service"** means the date by which the project must complete at least one affordable unit per building receiving TCX Funds or LIHTC. Where a project receives both TCX funds and LIHTC, the Placed in Service deadline shall be the earlier of those attributable to these two funding sources under federal law. In no event can the Placed in Service deadline for a project receiving only TCX funds be later than December 31, 2011.

**"Plans and Specifications"** means the plans and specifications for the Project submitted by the Architect.

**"Project"** means the real property as more specifically described in Schedule "A" attached hereto, and all improvements constructed thereon and personal property and fixtures located thereon pursuant to the Construction Contract.

**"Qualified Project Period"** means the period beginning on the first day on which 10 percent of the residential units in the Project are occupied and ending on the latest of—

(i) the date which is 15 years after the date on which 50 percent of the residential units in the Project are occupied,

(ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding, or

(iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates.

(iv) the date on which the compliance period and any extended use period with respect to Tax Credits awarded to this Project ends.

**"Recapture"** means the Project's obligation to return all or some portion of the TCX Funds for failing to maintain its applicable fraction during the Qualified Project Period. The amount of TCX Funds to be so recaptured shall be as established by Treasury.

**"Rescission"** means the Project's loss of TCX Funds not yet disbursed to it for failure to comply with the December 31, 2010 investment requirement and the December 31, 2011 expenditure requirement as set forth at Section 11 hereof. Should the Project fail to meet its Placed in Service date, all TCX Funds reserved for the Project may be rescinded, regardless of whether those funds have already been expended.

**"Rescission Date"** means the specific date or dates by which all of the TCX Funds must be expended pursuant to the Act. Any TCX Funds not expended by the Rescission Date will be recaptured and no longer available for use by the Project and may result in rescission of all TCX Funds previously disbursed to the Project. For this Project, all TCX Funds must be expended by December 31, 2011. If the Project does not meet its Placed in Service date, the Agency reserves the right to rescind all TCX Funds provided to the Project.

**"Rules and Guidelines"** includes all administrative rules, criteria, notices and program guidelines promulgated by the Agency to implement the TCX Program.

**"Secretary"** means the Secretary of the U.S. Department of Housing and Urban Development.

**"Specifications"** means the Project specifications and all additions hereafter issued by the Architect as provided in the Grant Documents, together with such other addenda as may be agreed upon by the parties.

**"Subcontractor"** means those who directly contract with the Contractor to perform any part of the Work (as hereinafter defined), including those who furnish substantial on-site labor, or substantial on-site labor and materials, but shall not include anyone furnishing materials without furnishing on-site labor.

**"Tax Credits"** means 9% low income housing tax credits that the Project has received pursuant to the Code in the amount of the balance of the award remaining after the Exchange.

**"TCX Funds" or "Exchange Funds"** means the funds provided to the Project under the TCX Program in exchange for Tax Credits returned under the Act.

**"Title Company"** means the New Jersey licensed title insurance firm that may provide title searches and insurance to the Agency for the TCX Grant and/or Mortgage.

**"Treasury"** means the United States Department of Treasury.

**6. The Act/Rules/Guidelines:** In addition to complying with any other laws, rules, regulations and other authorities that may be applicable to the performance of this Grant Agreement, the Sponsor shall comply with all applicable provisions of the Act, the Rules and Guidelines.

**7. Federal Low Income Housing Tax Credits:** In addition to complying with any other laws, rules and regulations that may be applicable to the performance of this Grant Agreement, the Sponsor shall comply with all applicable provisions of the statutes, regulations, rules, and other authorities governing federal low income housing tax credits ("Tax Credits"), including but not limited to, 26 U.S.C.A. § 42, 26 C.F.R. §§1.42-1 et seq., and N.J.A.C. 5:80-33.1 et seq.

**8. Agency Financing:** In addition to complying with any other laws, rules and regulations that may be applicable to the performance of this Grant Agreement, in the event the Project is receiving Agency Financing, the Sponsor shall comply with all applicable provisions of all statutes, rules, guidelines, policies, procedures and other authorities governing and regulating such Agency construction and/or permanent financing, including, but not limited to, N.J.S.A. 55:14K-1 et seq., N.J.A.C. 5:80-1.1 et seq., and the Agency Multifamily Underwriting Guidelines as then in effect.

**9. Restricted Units:**

- (a) The Sponsor will construct/rehabilitate 132 units, of which the Sponsor agrees to rent 114 of the units at the Project to tenants whose income does not exceed 60 percent of the area's median income adjusted for family size and 18 of the units of the Project to tenants whose income is unrestricted or does not exceed 30 percent of the area's median income adjusted for family size, as median income is defined by the United States Department of Housing and Urban Development, from time to time. The percentage of units that are affordable as set forth hereunder shall be known as the Project's "applicable fraction."
- (b) The Project is to be utilized at all times in accordance with the types of use as permitted by the Tax Credits and as may be approved by the Agency. The Project shall be subject to use and occupancy and/or lease agreements between the Owner and the residents.

**10. Affordability Period:** The Parties agree that this Project shall be primarily subject to the affordability restrictions governing and elected by the Sponsor with respect to any Tax Credits and the minimum as required by Section 42(h)(6), and Agency construction and/or permanent financing that this Project is receiving. Additionally, the units funded by the TCX Grant ("Project Units") shall remain affordable for a period of 45 years ("Affordability Period") as required by Section 42 (h)(6) and any affordability restriction elected by the Sponsor with respect to any Tax Credits. The Affordability Period shall commence simultaneously with the earlier of the Affordability Period attendant to any Agency financing or the compliance period attendant to the Tax Credits. Notwithstanding any of the foregoing, in no event shall the Affordability Period be less than the Qualified Project Period.

**11. Timetable:** A detailed construction and expenditure schedule is attached hereto as Schedule "C". A brief timetable of key Project construction benchmarks is as follows:

Financing closing date(s): **August 23, 2010**

Construction start date: **August 24, 2010**

30% of total adjusted basis in land and depreciable property reasonably expected to be part of the Project must be paid or incurred by December 31, 2010.

100% expenditure date for Exchange Funds: **December 31, 2011**

Marketing of units begins: **March 2011**

Placed in Service date: **September 2011**

Construction Completion Date: **January 1, 2012**

Occupancy: **March 2012**

The Parties agree that time is of the essence. Therefore, any delay of these events without the written approval of the Agency is a condition that may lead the Agency to suspend or terminate this Grant Agreement and the other Grant Documents and/or recapture the TCX Funds. The Sponsor/Developer shall immediately notify the Agency in writing within one month of any event affecting the Project's completion, timetable and/or financing. Failure to meet the above timetable may result in an Event of Default as set forth in Section 23 of this Agreement and subject to the remedies set forth in Section 24, including but not limited to, recapture of all TCX Funds committed to the Project.

**12. Construction of Project and Determination of Actual Project Cost.** The Grantee covenants, warrants and agrees to diligently complete the construction/rehabilitation of the Project in accordance with the Plans and Specifications for the Project as approved by the Agency.

No substantial revision of the approved Plans and Specifications, which revision would either (a) affect the nature of the Project, or (b) in the aggregate increase the cost of the Project as shown on the Project's development budget, may be made without the prior express written consent of the Agency. Construction of the Project shall at all times be subject to the inspection, review and approval of the Agency or its duly authorized representatives. Any such inspection, review or approval of the Agency shall be solely for its benefit for the purpose of assuring that the programs and goals of the Agency are being fulfilled and shall not be construed as making the Agency a party to any contract it is not already a party to in connection with the construction of the Project, nor shall it relieve the Grantee of any of its obligations under this Grant Agreement and the other Grant Documents.

Upon completion of the Project, the Grantee shall certify to the Agency or its successor and/or assign the actual cost of the Project. This cost certification shall be performed by a Certified Public Accountant chosen by the Grantee and approved by the Agency. The cost certification must be independent as defined by the American Institute of Certified Public Accountants. The Grantee shall, promptly upon completion of the cost certification, forward it to the Agency its successor and/or assign. Costs associated with the preparation of the cost certification shall be borne by the Grantee.

**13. Termination:** In the event of termination of this Grant Agreement and the other Grant Documents due to an Event of Default of the Sponsor that has not been cured, the Agency, at its sole discretion, may require part or all of the TCX Funds advanced to be returned to the Agency within 90 days of the date of termination; or as otherwise may be required by Treasury. However, the Sponsor agrees that even in the event of such termination, all affordability restrictions created hereunder shall continue in full force and effect for the full Affordability Period as set forth in Section 10 hereof.

**14. Use of Funds and Method of Payment:** TCX Funds in an amount not to exceed \$6,626,053 provided for under this Grant Agreement will be used only for the purposes described in this Section unless otherwise approved by the Agency.

As stated in the Act, TCX Funds may be used for capital investment in eligible low income housing tax credit ("LIHTC") projects. Capital investment means costs associated with the construction or acquisition and rehabilitation of qualified low income buildings in accordance with Section 1602(c) of the Act. TCX Grant funds may pay for costs to the same extent as equity raised from Tax Credits under Section 42 of the Code.

The TCX assistance provided to a project must be made in the same manner and subject to the same limitations (including rent, income, use restrictions and compliance monitoring) as required by the Agency with respect to an award of Tax Credits to a project (i.e., as required under Section 42 of the IRC and its implementing regulations), and all other requirements of the Act.

After execution of the Grant Documents, the Grantee can seek to draw from its TCX Grant Proceeds. Approved draws on TCX Grant proceeds under this Grant Agreement are to be paid by the Agency immediately upon receipt of the requisitioned amount from Treasury as all requisitioned funds must be expended within three (3) Days of the Agency's receipt of TCX Funds from Treasury. Each requisition shall be paid in accordance with the following process, or as may be otherwise authorized, in writing, by the Agency:

- 1) Draws should be made in accordance with the attached Draw Schedule, and in accordance with the Schedule of Values or Trade Payment Breakdowns, unless otherwise approved by the Agency.
- 2) For each draw, the Agency shall require a completed TCX Form of Requisition, along with any back-up documentation, as required. Additionally, a copy of the TCX Program Requisition Form shall be sent to the Construction Lender or Lead Lender simultaneously with the submission to the Agency. A copy of any requisition submitted to the

Construction Lender or Lead Lender shall also be sent simultaneously to the Agency.

- 3) For each draw, the Agency shall request a construction rundown search from the Title Company retained on behalf of the Project. Upon notice from the Title Company that there are no encumbrances against the title except as may be expressly approved by the Agency and review of such rundown by the Agency, and provided all Agency approvals for payment of the requisition have been obtained, wire transfers or automatic clearing house ("ACH") wires shall be issued to the vendor as authorized by the Sponsor within three (3) days of the Agency's receipt of requisitioned TCX proceeds from Treasury, unless otherwise agreed upon, in writing, by the Agency and the Sponsor. Wire transfers or ACH wire transfers are the only available form of disbursement by the Agency for TCX proceeds.
- 4) Completed requisition AIA G702/G703 forms for TCX Funds, with continuation sheets, to be signed by the Architect of record unless otherwise approved by the Agency.
- 5) Completion of any forms required by Treasury with respect to TCX disbursements.

The Sponsor acknowledges that it must comply with the expenditure requirements as defined in this Agreement. Failure to meet this deadline will constitute an Event of Default and the TCX Grant Proceeds available to this Project will be recaptured by the Agency and will no longer be available to the Project.

**15. Use of Insurance Proceeds:** The Sponsor covenants and agrees to cause the buildings on the premises and any improvements thereto and the fixtures and articles on the premises and any improvements thereto and the fixtures and articles of personal property covered by the Grant Agreement to be insured against loss by fire and by such other hazards as may be required by the Agency or its successors and/or assigns (hereinafter, collectively, the "Agency") for the benefit of the Agency, as approved by the Agency. Such insurance shall be written by such companies, in such amounts and in forms as are satisfactory to the Agency. The Sponsor will assign and deliver the certificates of insurance to the Agency and such certificates will provide that the Agency shall be the loss payee subject only to the rights of the superior mortgagees. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days prior written notice to the Agency. If the Agency shall not receive evidence satisfactory to it of the existence of effective insurance coverage as required by the Agency, the Agency may (but shall not be required to) obtain such coverage, and the Sponsor will reimburse the Agency, on demand for any premiums paid for insurance procured by the Agency.

In the event of substantial damage to the Project by the occurrence of an insured casualty or the taking of a substantial portion of the Project by condemnation, if, in the sole judgment of the Agency (which judgment shall be conclusive), (a) the Project can be replaced or restored in whole or in part to a condition at least comparable to that of the Project immediately prior to the insured casualty or taking, and (b) the Project as so replaced will produce sufficient income to meet the then obligations of the Sponsor under this Grant Agreement, the proceeds of insurance or condemnation, if sufficient, to the extent necessary for the purpose, shall be made available to the Sponsor upon satisfaction by the Sponsor of the

conditions precedent to disbursements, for such replacement or restoration. To the extent the Project is not replaced or restored, such proceeds shall be applied to the indebtedness secured hereby after payment of fees and charges due and payable.

**16. Liens:** The Sponsor covenants, warrants and agrees to maintain its right and fee interest in the Mortgaged Premises (including the Project and Land) and all items enumerated in Section 5 of the Mortgage free and clear of all liens and security interests except the liens of the Mortgage, and the liens of other mortgagees as approved by the Agency described in Section 3 of the Mortgage and those exceptions identified and set forth in a certain title commitment issued by First American Title Insurance Company, File No. #1033AV-01 dated April 20, 2010, and continued as of this date, as approved by the Agency. The Agency shall be furnished with a current standard ALTA form of title insurance policy with extended coverage, insuring that the Mortgage is a valid second lien on the Mortgaged Premises. Prior to any disbursement under this Grant Agreement and the Mortgage, the Sponsor shall provide evidence satisfactory to the Agency of the recording of the Grant Agreement. Except with the written consent of the Agency, the Sponsor will not install any item of tangible personal property as a part of the fixtures or furnishings of the Project that is subject to a purchase money lien or security interest.

**17. Encumbrances and Sale of Project:**

a. The Sponsor covenants, warrants and agrees not to sell, lease or otherwise encumber the Mortgaged Premises, or any part thereof, or the rents or revenues thereof without the prior written consent of the Agency, except by leasing to eligible residential tenants. The Sponsor covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented, under the same standards and procedures as followed for an Agency financed project which may be found at N.J.A.C. 5:80-5.

b. The Agency may allow certain "permitted encumbrances" on the Premises, which means (i) utility, access and other easements and rights of way, restrictions and exceptions that do not, individually or in the aggregate, materially impair the utility or value of the property affected thereby for the purposes for which it is intended; (ii) liens for taxes at the time not delinquent, (iii) liens for taxes which, if delinquent, are being contested in good faith and for which the Sponsor has provided security satisfactory to the Agency, (iv) liens securing any monies granted in connection with the Project or other monies granted to the Sponsor by the Agency and any department, agency, public corporation or commission of the United States, the State of New Jersey or a political subdivision of the State of New Jersey.

c. The Sponsor acknowledges and agrees that failure by the Sponsor to comply with Grant Agreement stipulations, standards, or conditions may give the Agency just cause, acting pursuant to Section 23 and 24 of this Grant Agreement, to suspend this Grant Agreement and withhold further payments, prohibit additional obligations of Project funds pending corrective action, disallow all or part of the cost associated with the noncompliance, terminate this Grant Agreement or seek any other remedies



that may be legally available.

**18. Inspection:** The Sponsor covenants, warrants and agrees to permit the Agency, their agents or representatives, to inspect the Mortgaged Premises at any and all reasonable times with or without notice.

**19. Statutory Powers and Restrictions:** The TCX Grant provided for herein shall be subject to statutory and regulatory restrictions contained in the Act, the Rules and Guidelines, and in connection therewith the Agency shall have the powers set forth therein, and the Sponsor hereby consents to such restrictions and powers and agrees to be bound thereby. Such powers and restrictions shall be in addition to and not in limitation of the rights of the Agency expressly set forth in the Grant Documents and in the statutes and regulations of the Agency. The Grantee covenants and agrees to comply with the TCX rules, regulations, and guidelines. If any provision of this Grant Agreement shall be determined to be inconsistent with the TCX rules, regulations and guidelines that have not been waived, the TCX Program rules shall govern. The provisions of this Agreement are intended to comply with Section 42 of the Internal Revenue Code, as well as TCX, the Act, as the same may be amended or interpreted from time to time by regulation or public pronouncement issued by the Internal Revenue Service, HUD or Treasury. If any provision of this Agreement is inconsistent with any provisions of Section 42, the TCX Program, the Act, or official IRS or TCX Program interpretations thereof, then such inconsistent provision(s) shall be construed and applied in a manner so as to comply with Section 42 and TCX requirements.

- a. The TCX specifically requires that the Sponsor adhere to the following requirements for construction of the Project, and as further described in the Act:
  - i. Fair Housing Act (42 U.S.C. §3601-19) and implementing regulations at 24 CFR Part 100 and the regulations at 24 CFR Part 107 (Equal Opportunity in Housing);
  - ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR Part 1;
  - iii. The Age Discrimination Act of 1975 (42 U.S.C. §6101-07) and implementing regulations at 24 CFR Part 146 "Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance";
  - iv. Affirmatively Furthering Fair Housing;
  - v. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and implementing regulations at 24 CFR Part 8 "Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development";
  - vi. The Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act of 1992 and implementing regulations at 24 CFR Part 35 are applicable to housing that received Federal assistance;
  - vii. "Anti-Lobbying" Restrictions (Restrictions on lobbying in 31 USC §1352 and implementing regulations at 24 CFR Part 87 "New Restrictions on Lobbying");
  - viii. The Drug Free Workplace Act of 1988 (41 U.S.C. §701 et seq., as

implemented at 24 CFR Part 21 "Government-Wide Requirements for Drug-Free Workplace (Grants)");

ix. 2 CFR 2424 "Non-procurement Debarment and Suspension" The Project owner cannot award a contract to a contractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs.

x. Since the funds supporting this contract, grant, or agreement are provided through the American Recovery and Reinvestment Act of 2009 (ARRA) (herein defined as the "Act"), the subrecipient, contractor, subcontractor, local education agency, or vendor will post any jobs that it creates or seeks to fill as a result of this contract, grant, or agreement. The subrecipient, contractor, subcontractor, local education agency, or vendor shall post jobs to the New Jersey State Job Bank by submitting a job order using the form available on the internet, notwithstanding any other posting the subrecipient, contractor, subcontractor, local education agency, or vendor might make. Any advertisements posted by the subrecipient, contractor, subcontractor, local education agency, or vendor for positions pursuant to this contract, grant, or agreement must indicate that the position is funded with ARRA funds.

The Agency and the Sponsor hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth in this Agreement touch and concern the Land in that the Sponsor's legal interest in the Project is rendered less valuable thereby. The Agency and the Sponsor hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the Project by enhancing and increasing the enjoyment and use of the Project by the tenants contemplated under this Agreement and by furthering the public purposes for which the TCX Grant is made. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project. Except as provided in subsection (b) below, the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Project hereof and shall pass to and be binding upon the Sponsor's assigns and successors in title to the Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project.

b. Upon termination of the "Affordability Period" set forth in Section 10 of this Agreement, the said covenants, reservations and restrictions shall expire and in such event, the Agency shall, at the expense of the Sponsor, execute any and all instruments reasonably required to evidence the record of cancellation or discharge of the aforesaid covenants, reservations and restrictions.

## **20. Recordkeeping and Reporting Requirements; Asset Management:**

a. Recordkeeping: The Owner shall maintain, from the date hereof through the entire

Affordability Period, a copy of all records demonstrating the Owner's ongoing compliance. The Owner shall maintain records to demonstrate the proper use of TCX Grant Proceeds, the timely expenditure of TCX Grant Proceeds, compliance with rent restrictions elected for the Project, satisfaction of reporting requirements below, and compliance with all Applicable Laws, including those enumerated at Section 1 and 19 hereof.

- b. Reporting requirements: No less than five (5) days prior to the end of each quarter ending on March 31, June 30, September 30, and December 31, the Owner shall provide to the Agency a performance report including, but not limited to the following:

- 
- i. Name of recipient entity
  - ii. Name of Project
  - iii. Brief description of project
  - iv. Location of project: city/county, zip code
  - v. Number of construction jobs created
  - vi. Number of construction jobs retained
  - vii. Number of non-construction jobs created
  - viii. Number of non-construction jobs retained
  - ix. Number of total housing units rehabilitated
  - x. Number of low-income housing units newly constructed
  - xi. Number of low-income housing units rehabilitated

- c. Asset Management: The Agency will perform asset management functions so as to ensure compliance with Section 42 of the Code and the regulations thereunder (including Title 26 Code of Federal Regulations section 1.42.9), and the long-term viability of the Project funded by proceeds provided under the Act.

1. In furtherance of the Agency's asset management functions, the Owner agrees to comply with the following reporting requirements:

(a) The Owner shall obtain from each tenant, prior to the date of such tenant's initial occupancy in the Project, an income certification in the form required by the Agency, or in the event the Project receives Tax-Exempt Financing and/or Tax Credits, the Owner shall obtain the certification in the form required by the Code or IRS regulations. The Owner shall obtain income recertifications from each tenant at such times as required by the Act or the Agency regulations or, if applicable, the Code or IRS regulations.

(b) The Owner shall file with the Agency, (i) on the fifth (5<sup>th</sup>) day of each month, copies of the initial occupancy income certifications specified in Section 7(a) hereof obtained by the Owner during the previous month and (ii) within 45 days of the end of each calendar year copies of the recertifications specified in Section 7(a) hereof, or at such other times as required by the Act or the Agency regulations or, if applicable, the Code or IRS Regulations.

(c) The Owner shall maintain complete and accurate records beginning with the date of initial occupancy pertaining to the income of each tenant and rent charged to tenants

residing in the Project, and shall permit, with or without notice to the Owner, any duly authorized representative of the Agency to inspect the books and records of the Owner pertaining to the incomes of and rent charged to all tenants residing in the Project.

(d) The Owner shall maintain and/or provide to the Agency such other reports, records and information as required by the Act, the Agency regulations, the Code or IRS Regulations.

(e) In the event the Project is receiving Tax-Exempt Financing, the Owner shall submit to the Secretary of the United States Department of the Treasury, at such time and in such manner as the Secretary shall prescribe, an annual certification as to whether the Project continues to meet the requirements of Section 142(d) of the Code. A copy of such certification shall be sent to the Agency.

(f) In the event the Project is receiving any other subsidy or subsidies from HUD, the Owner shall comply with the reporting requirements imposed by HUD therefor.

2. Additionally, to further ensure the long term viability of the project, the Owner may, and if the Agency so elects, shall, contract for the services of a firm experienced in real estate management to act as the managing agent for the Project. The selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be subject to the approval of the Agency, and any contract for the employment of any managing agent shall provide that such contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and managing agent.

**21. Personal Liability:** The Agency agrees, on behalf of itself and any future holder of this Agreement, and the Grant Documents, that the liability of the Grantee, any general or limited partner, member or shareholder of the Grantee and their respective heirs, representatives, successors and assigns, for the payment and performance of its obligations hereunder and under the Grant Documents, shall be limited to the collateral pledged under the Grant Documents and the Guaranty. To that end, the Grantee, **Scotland Commons MBI, LLC and TRF DP Scotland Commons, Inc.** have provided the unconditional Guaranty of all liabilities under the Grant Documents, and the Agency shall have such rights granted to it thereunder. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or other unlawful acts.

**22. Assignment by the Agency:** The Sponsor hereby consents to any assignment of the TCX Grant and the Grant Documents by the Agency.

**23. Defaults:** Each of the following shall be an Event of Default:

- (a) failure of the Sponsor to pay when due any payment required by the Sponsor to the Agency or any other person pursuant to the terms of the Grant Documents;

- (b) time being of the essence in this transaction, commission by the Sponsor of any act prohibited by the terms of the Grant Documents, failure by the Sponsor to perform or observe in timely fashion any action or covenant required by any of the terms of the Grant Documents, or failure by the Sponsor to produce satisfactory evidence of compliance therewith;
  - (c) the filing by the Sponsor under any federal or state bankruptcy or insolvency law or other similar law of any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;
- 
- (d) the filing against the Sponsor under any federal or state bankruptcy or insolvency law or other similar law of a petition seeking the Sponsor's adjudication as a bankrupt or the appointment of a receiver or other custodian for the benefit of its creditors which shall not be dismissed within thirty (30) days of the filing thereof, or the adjudication of the Sponsor as a bankrupt, or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of possession of the Sponsor or any of its property for the benefit of its creditors and such order remains in effect or such possession continues for more than thirty (30) days;
  - (e) the occurrence of substantial destruction of the Project by an uninsured casualty;
  - (f) any representation in conjunction with the TCX Grant, the Grant Documents or the Project by or on behalf of the Sponsor that is false or misleading in any material respect or any covenant or warranty of the Sponsor that is breached;
  - (g) any breach by the Sponsor of its obligations or any failure to observe its covenants under any superior mortgage or note that results in an event of default thereunder, or the Sponsor's failure to observe the covenants as contained in any deed restriction associated with such superior mortgage or note, if applicable;
  - (h) failure to retain the Agency Financing, and to the extent not replaced by an alternative source, if applicable;
  - (i) failure to obtain or retain Tax Credits, or
  - (j) failure to expend the TCX Funds by the Rescission Dates;
  - (k) failure to maintain the Project's application fraction of affordable units;
  - (l) use of funds for a use not permitted by the Act, Rules and Guidelines.

An event set forth in (g) of this Section shall not constitute an Event of Default until the prohibited act, failure to perform or observe, or breach shall remain uncured for a period of thirty (30) days after Agency's written notice to Sponsor, specifying such prohibited act, failure or breach and requesting that it

be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration. If the prohibited act, failure, or breach stated in each notice is correctable but cannot be corrected within the 30 day period, the Agency may consent to an extension of up to 120 days from the delivery of the written notice referred to herein if corrective action is instituted by the Sponsor within the initial 30 day period and diligently pursued. The Agency will, simultaneously with the sending to the Sponsor any notices under this Section, send a copy of the aforementioned notices to the Sponsor's limited partner or investor member and to the Construction Lender (provided the Construction Loan remains outstanding). To the extent the Event of Default is curable, a cure tendered in full, pursuant to the terms and conditions of this Grant Agreement and the other Grant Documents by the Sponsor's investor member or by the Construction Lender (who shall have the right but not the obligation to effect any such cure) shall be honored by the Agency.

Time being of the essence, within five (5) business days of receiving notice from the Agency that it believes an Event of Default has occurred with respect to the Project, the Sponsor shall furnish to the Agency and Treasury, in writing, a statement of any defenses which it claims may exist as to any liability of the Grantee hereunder.

**24. Remedies:** Any amount subject to recapture becomes a debt owed to the United States payable to the General Fund of the Treasury and enforceable by all available means against any assets of the Owner. To that end, upon the occurrence of any Event of Default, the Agency and/or Treasury, subject to any superior mortgages(s), may, at its option, take any one or more of the following actions or remedies and failure to exercise any remedy or take any action enumerated shall not constitute a waiver of such right or preclude a subsequent exercise by the Agency and/or Treasury of any such remedy:

- a. Rescind the TCX Funds if not expended by the Rescission Dates as described in Section 11 hereof;
- b. For failure to maintain the Project's applicable fraction of affordable units or to accomplish the Project's Placed in Service date, recapture the full amount of the TCX Grant minus 6.67 percent (1/15<sup>th</sup>) for each full year where the applicable fraction was maintained, as applicable;
- c. Recapture any and all TCX Funds in accordance with the Act;
- d. Cease making disbursements to the Sponsor;
- e. Allocate negative points on any future tax credit applications involving the Owner or related party;
- f. Foreclose the lien of the Mortgage on the Mortgaged Premises. In any action to foreclose, the Agency shall be entitled to the appointment of a receiver of the rents and profits of the Project as a matter of right and without notice, with power to collect the rents, uses, and profits of the Project, due and becoming due during the pending of the foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured and evidenced by the Loan Documents without regard to the value of the Project or the solvency of any person or persons liable for the payment of the mortgaged indebtedness. The Sponsor, for itself and any subsequent owner, hereby waives any and all defenses to the application for a receiver as set forth above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the

Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits, is made an express condition upon which the TCX Grant hereby secured is made. Upon such foreclosure, the Agency shall have the right to have a receiver appointed for the Project and the rentals from the Project;

- g. Take possession of all or part of the Mortgaged Premises, subject to rights of permitted superior lienholders;
- h. Without judicial process, collect all rents and other revenue including, to the extent permitted by federal and state subsidy providers, federal and state subsidies as the agent of the Sponsor (which upon the occurrence of any Event of Default the Agency is deemed to have been irrevocably appointed by the Sponsor), and apply them at the Agency's option to the liabilities of the Sponsor under this Grant Agreement;
- i. Take possession of equipment, appliances and other tangible personal property in which a security interest has been granted by the Grant Documents and dispose of the same in any commercially reasonable manner. The Agency shall have the option to dispose of any such equipment and personal property either separately from the Mortgaged Premises or in conjunction with a sale of the Mortgaged Premises, and the Sponsor agrees that either method of disposition shall be commercially reasonable;
- j. Sue the Sponsor for a mandatory injunction or other equitable relief requiring performance by the Sponsor of any of its obligations under the Grant Agreement. The Sponsor agrees with the Agency that the Agency's remedy at law for the violation or the nonperformance of the Sponsor's obligations under the Grant Agreement is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units for families of low and moderate income, such that injunction or other equitable relief may be necessary and appropriate.

Notwithstanding the above enumeration of remedies, the Agency shall have available to it any remedies provided to it by law. However, notwithstanding anything to the contrary contained herein, once the Project is in the Qualified Project Period the Grant is subject to repayment only in the event of a Recapture as permitted by ARRA, applicable provisions of the Code, and the TCX regulations and other guidance provided by Treasury.

**25. Expenses Due to Default:** All reasonable expenses (including reasonable attorney's fees, costs and allowances) incurred in connection with an action to foreclose the Mortgage or in exercising any other remedy provided by the Grant Documents, including the curing of any Event of Default, shall be paid by the Sponsor, together with interest at a rate equal to the yield rate on a 30-year U.S. Treasury bond at the time of making of such payment(s) by the Agency. Any such sum or sums and the interest thereon shall be a lien on the Mortgaged Premises and shall be secured by a Mortgage.

**26. Amendments, Notices, Waivers:**

- a. This Grant Agreement may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Sponsor in such manner that the

instrument may be recorded. No waiver by the Agency in any particular instance of any Event of Default or required performance by the Sponsor and no course of conduct of the Parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Sponsor under this Grant Agreement or the other Grant Documents at any time shall preclude enforcement of any of the terms of this Grant Agreement or the other Grant Documents thereafter.

- b. Any provision of this Grant Agreement and the other Grant Documents requiring the consent or approval of the Agency prior to the taking of any action or the omission of any action requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.
- c. Notice provided for under this Grant Agreement and the other Grant Documents shall be given in writing signed by a duly authorized officer and any notice required to be given hereunder shall be given by courier, regular mail, or by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the Parties hereto:

Sponsor: Scotland Commons LP  
725 Cuthbert Blvd.  
Cherry Hill, NJ 08002

Sponsor's Attorney: Alan S. Ritterband, Esq.  
Ballard Spahr LLP  
1735 Market Street, 51<sup>st</sup> Floor  
Philadelphia, PA 19103-7599

Investor Limited Partner: Wachovia Affordable Housing  
Community Development Corporation  
MAC D1053-170  
301 South College Street  
Charlotte, NC 28288  
Attention: Michael Loose, Asset Management

With copy to: John Simon, Esquire  
Sidley Austin LLP  
One South Dearborn  
Chicago, IL 60603



Construction Lender: Wells Fargo Bank, National Association  
123 South Broad Street, 3<sup>rd</sup> Floor  
Philadelphia, PA 19109  
Attention: Community Lending and Investment Dept.

With copy to: Joel Hjelmaas, Counsel  
Wells Fargo Bank, N.A.  
MAC X2401-06T  
1 Home Campus, 6<sup>th</sup> Floor  
Des Moines, IA 50328-0001

Agency: New Jersey Housing and Mortgage Finance Agency  
637 S. Clinton Avenue  
P.O. Box 18550  
Trenton, New Jersey 08650-2085  
Attention: Director of Finance

**27. Severability:** The invalidity of any part or provision of this Grant Agreement shall not affect the validity of the remaining portions thereof:

**28. Disclaimer of Warranties, Liability, Indemnification:**

- a. The Sponsor acknowledges and agrees that (i) the Agency has not heretofore and does not make any warranty or representation, either express or implied as to the value, condition, or fitness for particular purpose or fitness for any use of the Mortgaged Premises or any portion thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Agency or its agents or employees be liable or responsible for any incidental, indirect, special, consequential, or punitive damages in connection with or arising out of this Grant Agreement, or the development of the Project or the existence, functioning or use of the Project or any items or services provided for in the Grant Agreement; and (iii) during the term of this Grant Agreement and to the fullest extent permitted by law, the Sponsor shall indemnify and hold the Agency harmless against, and the Sponsor shall pay any and all liability, loss, cost, damage, claims, judgments or expense of any and all kinds or nature and however arising, imposed by law, which the Sponsor and the Agency may sustain, be subject to, or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the Sponsor, or arising out of the Sponsor's ownership of the Project or out of the development, or management of the Project.
- b. It is mutually agreed by the Sponsor and the Agency that the Agency and its directors, officers, agents, servants and employees shall not be liable for any action performed under this Grant Agreement, and that the Sponsor shall hold them harmless from any claim or

suit of whatever nature.

- c. Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. (except for N.J.S.A. 59:13-9 thereof). While this statute is not applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to claims arising under this Agreement or the other Grant Documents. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

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**29. Counterparts:** This Grant Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**30. Venue:** If any legal action should be filed by the Grantee against the Agency in connection with the TCX Grant, or this Grant Agreement or any of the Grant Documents, the venue and forum for such action shall be the Superior Court of New Jersey, Mercer County.

**31. Filing:** This Grant Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located.

**32. Equal Opportunity and Non-Discrimination:** The Sponsor covenants, warrants and agrees that it will comply with the Agency guidelines with respect to equal opportunity and non-discrimination in its purchase of goods and services for the operation and maintenance of the Project throughout the term of this Grant Agreement.

**33. Applicability and Conflict of Terms and Conditions:** The terms and conditions of this Grant Agreement are applicable for the entire term of this Grant Agreement (as set forth in Section 10 hereof) unless otherwise set forth in this Grant Agreement. In the event of any conflict or inconsistency between the terms and conditions of any of the Grant Documents and this Agreement, the terms and conditions of this Grant Agreement shall prevail. Notwithstanding the foregoing, the Sponsor agrees that the Agency may render a decision concerning the intent and/or applicability of any term or condition of the Grant Documents and unless such decision is found to be arbitrary or capricious by a court of competent jurisdiction, the Agency decision shall be final.

**34. Miscellaneous:** Unless the context clearly requires otherwise, as used in this Grant Agreement and the other Grant Documents, words of the masculine, feminine or neutral gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. The Grant Documents and all the terms and provisions thereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Grant Agreement and the other Grant Documents have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing the Grant Documents or any provisions thereof or in ascertaining intent, if any question of intent shall arise.

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**THIS SPACE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, this Grant Agreement is duly executed by the Sponsor and Agency on the date first set forth above and, by signing below, the Sponsor acknowledges that it has received a true copy of this Grant Agreement, without charge.

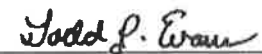
GRANTEE:

SCOTLAND COMMONS LP, a New Jersey  
limited partnership

By: Scotland Commons MBI LLC, a New Jersey  
limited liability company, its Authorized  
General Partner

By:   
M. Brad Ingerman, President

(SEAL)  
ATTEST:

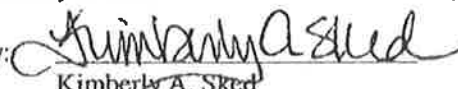
  
Todd J. Evans, Assistant Secretary

GRANTOR:  
NEW JERSEY HOUSING & MORTGAGE  
FINANCE AGENCY

By:   
Leslie S. Lefkowitz,  
Chief of Legal & Regulatory Affairs

This Grant Agreement has been reviewed and  
approved as to form.

Attorney General of the State of New Jersey

By:   
Kimberly A. Sked  
Deputy Attorney General

STATE OF NEW JERSEY

SS

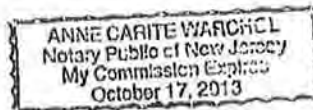
COUNTY OF MERCER

On this 17 day of August, 2010, before me, Anne C. Warchel, a Notary Public, duly authorized in the State and County named above to take acknowledgments, personally appeared M. Brad Ingerman, the President of Scotland Commons MBI LLC, a New Jersey limited liability company, the Authorized General Partner of Scotland Commons LP, a New Jersey limited partnership, who I am satisfied is the person who executed or made the foregoing instrument as the maker thereof, and he acknowledged that he executed the foregoing instrument as the act of the limited partnership and that he/she was authorized to execute the foregoing instrument on behalf of the limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SWORN TO AND SUBSCRIBED  
before me, the date aforesaid.

Anne C. Warchel  
(insert notary's name)  
Notary Public of New Jersey  
My commission expires: \_\_\_\_\_



STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on August 17, 2010, Todd J. Evans personally came before me, Melinda J. Sciarrotta, and acknowledged under oath, to my satisfaction, that (a) he is the Assistant Secretary of NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY, the Agency named in this document; (b) he is the attesting witness to the signing of this document by the proper Agency officer, who is Leslie S. Lefkowitz, Chief of Legal & Regulatory Affairs of the Agency; (c) this document was signed and delivered by the Agency as its voluntary act duly authorized by a proper resolution of its Board of Directors; and (d) he signed this proof to attest to the truth of these facts.

SWORN TO AND SUBSCRIBED  
before me, the date aforesaid.

Melinda J. Sciarrotta  
(insert notary's name)  
Notary Public of New Jersey  
My commission expires: 3/24/2014  
A Notary Public of New Jersey  
My Commission Expires 3/24/2014



EXHIBIT "A"

LEGAL DESCRIPTION

File No: 1033AV-01

ALL THAT CERTAIN lot, tract or parcel of land situate, lying and being in the Township of Monroe, in the County of Gloucester and the State of New Jersey, and being all of Lot 57, Block 14301, as shown on a map entitled: "ALTA/ACSM Land Title Survey, for, Scotland Commons, Lot 57, Block 14301, Township of Monroe, Gloucester County, New Jersey", prepared by Maser Consulting, P.A., dated July 2, 2010, the same also being all of Lot 57, Block 14301, as shown on Sheet Number 231 of the Official Tax Map of the Township of Monroe and being more particularly bounded and described as follows, to wit:

**BEGINNING** at the point of intersection of the Northerly line of Glassboro-Williamstown Road, (also known as New Jersey State Highway Route No. 322) (66' Right of Way as per the official tax map), said line being distant 33.00 feet measured Northeastwardly from and at right angles to the centerline thereof, with the easterly line of Lot 58, Block 14301, said point having a New Jersey State Plane Coordinate of N 313,483.8370 E 340,598.6947, said lot as shown on the aforesaid official tax map, and running, thence

1. North 10 degrees 52 minutes 58 seconds East 2,690.94 feet along the aforesaid Easterly line of Lot 58, Block 14301, to a point in the Southerly line of Lot 1, Block 14301, said lots as shown on the aforesaid ALTA/ACSM land title survey, thence
2. South 78 degrees 42 minutes 05 seconds East, 58.30 feet along the aforesaid Southerly line of Lot 1, Block 14301, to an angle point in the same, thence
3. South 53 degrees 49 minutes 05 seconds East, 179.52 feet still along the aforesaid Southerly line of Lot 1, Block 14301, to an angle point in the same, thence
4. South 55 degrees 42 minutes 35 seconds East, 450.27 feet still along the aforesaid Southerly line of Lot 1, Block 14301, to a point in the Westerly line of Lot 41, Block 14301, said lot as shown on the aforesaid ALTA/ACSM land title survey, said point marked by a concrete monument with identifying disc having a New Jersey State Plane Coordinate of N 315,755.3023 E 341,680.8276, thence
5. South 12 degrees 17 minutes 48 seconds West, 813.07 feet still along the aforesaid Westerly line of Lot 41, Block 14301, to an angle point in the same, thence
6. South 08 degrees 46 minutes 42 seconds West, 1,001.38 feet still along the aforesaid Westerly line of Lot 41, Block 14301, to an angle point in the same, thence
7. South 11 degrees 46 minutes 55 seconds West, 308.99 feet still along the aforesaid Westerly line of Lot 41, Block 14301, to a point in the Northerly line of Lot 55, Block 14301, said lot as shown on the aforesaid ALTA/ACSM land title survey, thence
8. North 78 degrees 32 minutes 05 seconds West, 100.00 feet along the aforesaid Northerly line of Lot 55, Block 14301, to a point in the Westerly line of the same, thence
9. South 11 degrees 46 minutes 55 seconds West, 319.00 feet along the aforesaid Westerly line of Lot 55, Block 14301, to a point in the aforesaid Northerly line of Glassboro-Williamstown Road (A.K.A. New Jersey State Highway Route No. 322)(60' R.O.W.), thence

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**  
Construction Draw Schedule

Check Date: 6/1/10  
Project Name: Brookland Commons  
Address: 1170 Clarendon Road  
City, Zip Code: Marlton Township, 08053  
HMFAP: 3320 6/4/10/11 NSA

Check which applies & List \$ Amt. For HMFAP Item		Check (X) if which applies:		Fluorocarbon		Other		List the Form		Percentage of Payment	
Fluorocarbon	Other	Type	Amount	Type	Amount	Fluorocarbon	Other	Fluorocarbon	Other	Fluorocarbon	Other
<input type="checkbox"/>	<input type="checkbox"/>	Fluorocarbon		Fluorocarbon		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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STATE OF NEW JERSEY  
COUNCIL ON AFFORDABLE HOUSING  
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

REPAYMENT MORTGAGE  
Contains Deed Restrictions

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MORTGAGE IS SUBORDINATE TO A FIRST PURCHASE MONEY MORTGAGE OR REFINANCING

Prepared by:

Pauline Chisholm

PAULINE CHISHOLM, New Jersey Dept  
Community Affairs

This Mortgage made on Dec 15, 1999 between CAROL GIEBEL  
(referred to as "Borrower") and NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS (referred to as the "Authority"),  
which Authority is an instrumentality of WILLIAMSTOWN (referred to as the "Municipality")

REPAYMENT MORTGAGE NOTE

In consideration of value received by the Borrower in connection with the Property (described below) purchased by the Borrower, the Borrower has signed a note dated 12-15-99. The Borrower promises to pay the amounts due under the Note and to abide by all promises contained in the Note.

MORTGAGE AS SECURITY

This Mortgage is given to the Authority as security for the payment due and the performance of all promises under the Note. The Borrower mortgages the real estate owned by the Borrower described as follows (referred to as the "Property"):

All of the land located in the TOWNSHIP of WILLIAMSTOWN  
County of GLOUCESTER and State of New Jersey, specifically described as follows:  
Street Address: 210 Oak Street  
City: Williamstown, NJ Zip: 08094 Block No.: 11902 Lot No.: 15  
Also more particularly described as:

Together with:

1. All buildings and other improvement that now are or will be located on the Property.
2. All fixtures, equipment and personal property that now are or will be attached to or used with the land, buildings and improvements of or on the Property.
3. All rights which the Borrower now has or will acquire with regard to the Property.

BORROWER'S ACKNOWLEDGEMENTS

1. The Borrower acknowledges and understands that:

a) Municipalities within the State of New Jersey are required under the Fair Housing Act and regulations adopted under the authority of the Act to provide for their fair share of housing that is affordable to households of low and moderate income; and

b) The Property which is subject to this Mortgage has been designated as housing which must remain affordable to low and moderate income households for at least thirty years unless a shorter time period is authorized in accordance with rules established by any agency having jurisdiction (the "restricted period"); and

c) To ensure that such housing, including this Property, remains affordable to low and moderate income households during the restricted period, an Affordable Housing Agreement has been executed by the Borrower that constitutes covenants running with the land with respect to the Property and the Municipality has adopted procedures and restrictions governing the resale of the Property; and

d) The Authority to which the Property is mortgaged has been designated by the Municipality to administer the procedures and restrictions governing such housing.

2. The Borrower also acknowledges and understands that the Property has been purchased at a restricted sales price that is less than the fair market value of the Property.

BORROWER'S PROMISES

In consideration for the value received in connection with the purchase of the Property at a restricted sales price, the Borrower agrees as follows:

1. The Borrower will comply with all of the terms of the Note and this Mortgage which includes:

a) Within the restricted period starting with the date the Borrower obtained title to the Property, the Borrower shall not sell or transfer

title to the Property for an amount that exceeds the maximum allowable resale price as established by the Authority. In the event of breach of this promise, Borrower hereby assigns all proceeds in excess of the maximum allowable resale price to the Authority, said assignment to be in addition to any and all rights and remedies the Authority has upon default.

b) At the first non-exempt transfer of title of the Property after the ending date of the restricted period, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market selling price which has accrued to the Property during the restricted period to the Authority.

2. The Borrower warrants title to the premises (N.J.S.A. 46:9-2). This means the Borrower owns the Property and will defend its ownership against all claims.

3. The Borrower shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Borrower will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

4. The Borrower shall keep the Property in good repair, neither damaging nor abandoning it. The Borrower will allow the Authority to inspect the Property upon reasonable notice.

5. The Borrower shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

CONTROLS ON AFFORDABILITY

The procedures and restrictions governing resale of the Property have been established pursuant to the Fair Housing Act and the regulations adopted under the authority of the Act, (all collectively referred to as "Controls on Affordability"). Reference is made to the Controls on Affordability for the procedure in calculating the maximum allowable resale price, the method of repayment described in

## XX. ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of this Agreement.

In Witness whereof the Owner(s) has executed this Affordable Housing Agreement for the purposes stated herein.

Dated: 12/15/98

By: [Signature]

Signature (Owner)

Carol Giebel

Signature (Co-Owner)

STATE OF NEW JERSEY )

) ss

COUNTY OF Camden )

BE IT REMEMBERED, that on this 15<sup>th</sup> day of December, 1998, before me, the subscriber, \_\_\_\_\_ personally appeared \_\_\_\_\_ who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument: that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me, \_\_\_\_\_  
the date aforesaid.

[Signature]

CYNTHIA M. CARLAMERE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 6, 2000

coah-aha

98 DEC 21 PM 1:08

86024 85

Presidential T.T.S.

35.00

Prepared by

Robyn Hart Murray

Christopher Giebel



HOUSING AFFORDABILITY SERVICE  
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY  
637 South Clinton Avenue  
P.O. Box 18550  
Trenton, NJ 08650-2085

Docket# 73797 Type: DEE Pages: 7  
James N. Hogan, Gloucester County Clerk  
Receipt# 68031 10:04:03 A.M. 12/27/2007  
Recording Fee: \$100.00 DB 4483 164

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
With Covenants Restricting Conveyance  
And Mortgage Debt

THIS DEED is made on this December 14, 2007 by and between

Frederick & Kathleen Ingham, Husband & Wife (Grantor) and

Christopher J. Giebel, A Married Man (Grantee).  
Whose address is about to become:

312 Oak Street, Williamstown, NJ 08094

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of **EIGHTY THOUSAND FOUR HUNDRED DOLLARS, (\$80,400.00)**, the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Monroe Williamstown, County of Gloucester, State of New Jersey, and described more specifically as Block No. 11902 Lot No 6, and known by the street address:

312 Oak Street  
Williamstown NJ 08094

Consideration: \$80,400.00 Exempt Code: S  
L.A.A.F.: \$0.00 P.H.P.F.A.: \$40.25  
C.T.A.: \$0.00 REALTY TOTAL: \$322.00

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

DB2948-P249

6

✓ Deed Restriction and Lien

045090

(New Construction-Sales Units UHOP Program)

64315435

STATE OF NEW JERSEY

COUNCIL ON AFFORDABLE HOUSING

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS  
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

AFFORDABLE HOUSING AGREEMENT

Prepared by: \_\_\_\_\_

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Pursuant to the transfer of ownership of an affordable housing unit for the price of \$ 65,900.00, this AGREEMENT is entered into on this 15<sup>th</sup> day of December between Bryan Alexander and Susan Alexander owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and New Jersey Department of Community Affairs and the New Jersey Housing and Mortgage Finance Agency, and their approved administrative Authority hereafter referred to as the "AUTHORITY", which Authority shall be for the purpose of this Agreement an instrumentality of the City of Trenton (referred to as the "MUNICIPALITY"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least 20 years beginning on \_\_\_\_\_ and ending at the first non-exempt transfer of title after \_\_\_\_\_ unless extended by municipal resolution as described in Section III TERMS OF RESTRICTION.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c. 222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is

882948-P26H

XX. ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of this Agreement.

In Witness whereof the Owner(s) has executed this Affordable Housing Agreement for the purposes stated herein.

Dated: November 15, 1998

By Susan Andersen  
Signature (Owner)

Ernest Andersen  
Signature (Co-Owner)

STATE OF NEW JERSEY )

) ss

COUNTY OF Merck )

BE IT REMEMBERED, that on this 15<sup>th</sup> day of December, 1998, before me, the subscriber, Ernest Andersen personally appeared Susan Andersen who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument: that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me,  
the date aforesaid.

Cynthia M. Carlamere

CYNTHIA M. CARLAMERE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 6, 2000

3400 P

RESIDENTIAL TITLE AGENCY,  
548 BLACKWOOD CLEMENTON  
P.O. BOX 1367  
BLACKWOOD, NJ 08012

coah-aha

[Signature]

LO 11 NJ 12 33086

18024 86

APPENDIX O

W. 234101  
Docket: 53289 Type: MTG Pages: 4  
James M. Hagan: Gloucester County Clerk  
Receipt #: 46437 11:04:40 A.M. 11/23/2009  
Recording Fee: \$0.00 MB: 11992 44

FORM OF MORTGAGE SECURING PAYMENT OF  
RECAPTURE NOTE IN FAVOR OF THE MUNICIPALITY,  
REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey  
Department of Community Affairs  
New Jersey Housing and Mortgage Finance Agency  
Township of Monroe

Affordable Housing Program

Repayment Mortgage

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To Secure Payment of Amounts Due  
Upon First Non-Exempt Sale  
After Expiration of Control Period

OCT 12 2011

THIS MORTGAGE, made on this the 13th day of November, 2009 by and between **Adrien L. Lingo**, (the "OWNER") and Township of Monroe (the "Municipality"), in connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed a Recapture Mortgage Note (the "Note") dated November 13, 2009. The Owner promises to pay to the State amounts due under the Repayment Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid upon the first non-exempt sale of the Property, as provided under the rules of the New Jersey Housing and Mortgage Finance Agency set forth in N.J.A.C. 5:80-26.1 et seq. Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of **\$98,229.00** to the Municipality. The obligation evidenced by this note shall not accrue interest.



Adrien Lingo

W-234157

PREPARED BY: DAVID A. WOLLMAN, ESQ.

Record and Return to:  
WEICHERT CLOSING SERVICES CO  
220 Commerce Drive  
Ft. Washington, PA 19084  
215-843-3317

## DEED

THIS DEED is made on the 21<sup>st</sup> day of October, 2009 between  
and delivered on November 13, 2009

**LISA KIERNAN**

Grantor(s)

AND

**ADRIEN LINGO, unmarried**

Consideration: \$98,229.00 Exempt Code: S  
Cnty: \$98.60 St: \$246.15  
N.J.A.H.T.F.: \$4.00 P.H.P.F.A.: \$49.25  
E.A.A.: \$4.00 Gen Purp: \$4.00  
C) \$1M: \$4.00 REALTY TOTAL: \$394.00

331 Oak Street  
Williamstown, New Jersey 08094

Grantee(s)

In return for the payment to the Grantor(s) by the Grantee(s) of **NINETY EIGHT THOUSAND TWO HUNDRED TWENTY DOLLARS (\$98,229.00)**, the Grantor(s) grant and convey to Grantee(s) all that certain parcel of land situate in the Township of Monroe, County of Gloucester and State of New Jersey and being further described as follows:

Beginning at a point on the Northerly line of Oak Street (33.00 feet wide), said point being North 57 degrees 23 minutes 00 seconds East, 269.59 feet from the intersecting line of said Oak Street with the Easterly line of Bike Path (50.00 feet wide) and continuing; thence

- (1) Along said Northerly line of Oak Street, North 57 degrees 30 minutes 00 seconds East a distance of 62.99 feet; thence
- (2) North 34 degrees 00 minutes 35 seconds West a distance of 235.09 feet; thence
- (3) South 57 degrees 23 minutes 00 seconds West a distance of 62.99 feet; thence
- (4) South 34 degrees 00 minutes 35 seconds East, a distance of 235.09 feet to the true point of BEGINNING.

BEING known as Lot 45, Block 11701 as shown on the Official Tax Map of the Township of Monroe.

Being the same land and premises which became vested in **LISA KIERNAN** by Deed from **CHERYL L. EDWARDS**, dated June 25, 2004, recorded July 06, 2008 in the Gloucester County Clerk's/Register's Office in Deed Book 3794, Page 230.

The Grantor(s) have received full payment from the Grantee(s).

**Promises by Grantor(s).** The Grantor(s) promise that Grantor(s) have done no act to encumber the property. This promise is called a "covenant as to grantor's

Docket # 52970 Type: DEE Pages: 3  
James H. Hoston, Gloucester County Clerk  
Receipt #: 46353 08:36:13 A.M. 11/20/2009  
Recording Fee: \$60.00 DB 4715 72





DISTRICT	Block	Lot	QUALIFIER	STREETADDRESS	TOWN	STATE	ZIPCODE	ZIPFOUR	BUILDING	LANDDESC
811	110.407	87 C105	105	RAPHAEL CT	MONROE T\	NJ			COAH	.020 AC
811	110.407	87 C113	113	RAPHAEL CT	MONROE T\	NJ			CONDO	COAH DEED
811	110.407	87 C205	205	RAPHAEL CT	MONROE T\	NJ			COAH	
811	110.407	87 C207	207	RAPHAEL CT	MONROE T\	NJ			CONDO	COAH
811	110.407	87 C307	307	RAPHAEL CT	MONROE T\	NJ			COAH	.020 AC
811	110.407	87 C309	309	RAPHAEL CT	MONROE T\	NJ			COAH	.020 AC
811	110.407	87 C411	411	DEGAS CT	MONROE T\	NJ			CONDO	
811	110.407	87 C505	505	DEGAS CT	MONROE T\	NJ			COAH	.020 AC
811	110.407	87 C515	515	DEGAS CT	MONROE T\	NJ			COAH	.010 AC
811	110.407	87 C606	606	VAN GOGH CT	MONROE T\	NJ			COAH	.010 AC
811	110.407	87 C607	607	VAN GOGH CT	MONROE T\	NJ			CONDO	.010 AC
811	110.407	87 C707	707	VAN GOGH CT	MONROE T\	NJ			COAH	.010 AC
811	110.407	87 C709	709	VAN GOGH CT	MONROE T\	NJ			COAH	.020 AC
811	110.407	87 C805	805	VAN GOGH CT	MONROE T\	NJ			COAH	.020 AC
811	110.407	87 C807	807	VAN GOGH CT	MONROE T\	NJ			COAH	.010 AC
811	110.407	87 C905	905	VAN GOGH CT	MONROE T\	NJ			COAH	.020 AC
811	110.407	87 C908	908	VAN GOGH CT	MONROE T\	NJ			COAH	.020 AC

RECORD & RETURN TO:  
WEICHERT TITLE AGENCY  
1909 ROUTE 70 EAST, 2ND FLOOR  
CHERRY HILL, NJ 08003  
FILE # W-222441



PREPARED BY: **Vincent G. DeLuca, President**  
APPENDIX D

MANDATORY DEED FORM FOR OWNERSHIP UNITS SUBJECT TO  
RESTRICTIVE COVENANT REQUIRED BY SECTION 580:26-5(d)  
NEW CONSTRUCTION  
County: \$68.00 St: \$0.00  
N.P.H.R.F.: \$34.00 P.H.P.F.A.: \$34.00  
E.A.A.: \$136.00 Gen Purp: \$0.00  
C) \$1M: \$0.00 REALTY TOTAL: \$272.00

## Deed

### DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property  
Subject To Restrictive Covenant Limiting Conveyance  
And Mortgage Debt

THIS DEED is made on this the 20 day of May, 2008 by and between

DeLuca Amberleigh Partners, LLC, a limited liability company (Grantor), whose address is about to be 107 Floral Vale Boulevard, Yardley, PA 19067 and Monique Mayes, an unmarried woman, (Grantee), residing at 411 Degas Court, Williamstown, New Jersey 08094  
The words Grantor and Grantee shall mean all Grantors and Grantees listed above.

#### Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Sixty eight thousand Dollars

(\$ 68,000.00 ), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

#### Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Monroe, County of Gloucester, State of New Jersey, and described more specifically as Block No. 110.0407 Lot No 87, Qualifier C411, and known by the street address 411 Degas Court, Williamstown, NJ 08094 all, as more particularly described in Schedule A attached hereto (attach metes and bounds description - "Schedule A.")

Being the same premises conveyed to Grantor herein by Deed from Triad III, L.L.C. dated July 17, 2006, and recorded on July 20, 2006 in Deed Book 4247 page 21 in the office of the Clerk of Gloucester County.



Docket# 35154 Type: DEE Pages: 6  
James N. Hogan, Gloucester County Clerk  
Receipt#: 30897 03:10:19 P.M. 07/15/2008  
Recording Fee: \$90.00 DB 4559 62

Prepared By: Vincent G. DeLuca, President



APPENDIX D

Docket# 58272 Type: DEE Pages: 6  
James H. Hovan, Gloucester County Clerk  
Receipt#: 49565 02:53:03 P.M. --12/29/2008  
Recording Fee: \$90.00 DE 4615 294

MANDATORY DEED FORM FOR OWNERSHIP UNITS SUBJECT TO  
RESTRICTIVE COVENANT REQUIRED BY SECTION 5:80-26.5(d)

Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
Subject To Restrictive Covenant Limiting Conveyance  
And Mortgage Debt

THIS DEED is made on this the 12 day of Dec., 2008 by and between

DeLuca Amberleigh Partners, LLC (Grantor), whose address is about to be 107 Floral Vale Boulevard,  
Yardley, PA 19067 and RaeAnne Chiselko

(Grantee), residing at 105 Raphael Court, Williamstown, NJ 08094

The words Grantor and Grantee shall mean all Grantors and Grantees listed above.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Seventy five thousand, three hundred  
thirty three dollars

(\$ 75,333.00), the receipt of which is hereby acknowledged by the Grantor, the  
Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more  
specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of  
Monroe, County of Gloucester, State of New Jersey, and described more specifically as Block No.  
110.0407 Lot No 87, Qualifier C105, and known by the street address 105 Raphael Court, Williamstown,  
NJ 08094, Williamstown, NJ 08094 all, as more particularly described in Schedule A attached hereto  
(attach metes and bounds description - "Schedule A.")

Consideration: \$75,333.00 Exempt Code: S  
City: \$75.38 St: \$188.67  
N.J.A.H.T.F.: \$0.00 P.H.P.F.A.: \$37.75  
E.A.A.: \$0.00 Gen Purp: \$0.00  
C) \$111: \$0.00 REALTY TOTAL: \$302.00



Docket# 58281 Type: DEE Pages: 6  
 James H. Hogan, Gloucester County Clerk  
 Receipt#: 49575 03:04:48 P.M. 12/29/2008  
 Recording Fee: \$90.00 DB 4615 288

*[Signature]*

Prepared By: Vincent G. DeLuca, President

## APPENDIX D

MANDATORY DEED FORM FOR OWNERSHIP UNITS SUBJECT TO  
 RESTRICTIVE COVENANT REQUIRED BY SECTION 5:80-26.5(d)

## Deed

### DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property  
 Subject To Restrictive Covenant Limiting Conveyance  
 And Mortgage Debt

THIS DEED is made on this the 19 day of Dec, 2008 by and between

DeLuca Amberleigh Partners, LLC (Grantor), whose address is about to be 107 Floral Vale Boulevard,  
Yardley, PA 19067 and Carolyn Rollins

(Grantee), residing at 309 Raphael Court, Williamstown, NJ 08094

The words Grantor and Grantee shall mean all Grantors and Grantees

Consideration: \$75,333.00 Exempt Code: D  
 Listed Above: \$0.00  
 N.J.A.H.T.F.: \$37.75 P.H.P.F.A.: \$37.75  
 E.A.A.: \$151.00 Gen Purp: \$0.00  
 C) \$1M: \$0.00 REALTY TOTAL: \$302.00

#### Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of

(\$ 75,333.00), the receipt of which is hereby acknowledged by the Grantor, the  
 Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more  
 specifically described in Article 2, hereof (the Property).

#### Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of  
 Monroe, County of Gloucester, State of New Jersey, and described more specifically as Block No.  
 110.0407 Lot No 87, Qualifier C309 and known by the street address 309 Raphael Court, Williamstown,  
 NJ 08094, Williamstown, NJ 08094 all, as more particularly described in Schedule A attached hereto  
 (attach metes and bounds description - "Schedule A.")

MANDATORY DEED FORM FOR OWNERSHIP UNITS SUBJECT TO  
RESTRICTIVE COVENANT REQUIRED BY SECTION 5:80-26.5(d)

New Construction Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
Subject To Restrictive Covenant Limiting Conveyance  
And Mortgage Debt

THIS DEED is made on this the 2nd day of June, 2012 by and between

DeLuca Land II LLC (Grantor), whose address is about to be 370 East Maple Avenue, Langhorne, PA 19047 and Rence A. Ross (Grantee), residing at 207 Raphael Court, Williamstown, New Jersey 08094.

The words Grantor and Grantee shall mean all Grantors and Grantees listed above.

**Article 1. Consideration and Conveyance**

In return for payment to the Grantor by the Grantee of **Ninety Five Thousand Dollars and no cents.**

(\$ 95,000.00 ), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

**Article 2. Description of Property**

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Monroe, County of Gloucester, State of New Jersey, and described more specifically as Block No. 110.0407 Lot No 87, Qualifier C0207, and known by the street address **207 Raphael Court, Williamstown, NJ 08094** all, as more particularly described in Schedule A attached hereto (attach metes and bounds description - "Schedule A.")

Being part of the same premises conveyed to Grantor herein by Deed from DeLuca Amberleigh Partners, L.L.C. dated December 19, 2011 and recorded on December 28, 2011 in Deed Book 4927 page 93 in the office of the Clerk of Gloucester County, granted and conveyed unto DeLuca Land II, L.L.C. in fee

\*60 2012 00025772\*



Prepared By: Vincent G. DeLuca, President

Docket: 00025772

Type: DEE Pages: 8

James N. Hogan, Gloucester County Clerk

Receipt #: 146274 02:00:22P Jun 28, 2012

Recording Fee: 110.00 DB 4975 132

Consideration: 95,000.00 Tax/Code: 0  
County: 95.00 State: .00  
NJAHF: 47.50 PHPFA: 47.50  
EAA: 190.00  
GenPur: .00  
C41M: .00 REALTY TOTAL: 380.00

Chicago Title  
3106 Brigantine Blvd.  
Brigantine, NJ 08203

2012500125

Consideration: 66,254.00 Tax/Code: D  
County: 66.50 State: .00  
NJAHF: 33.25 PHPFA: 33.25  
EAA: 133.00  
GenPur: .00  
C) \$1M: .00

REALTY TOTAL: 266.00

APPENDIX D

Record and to:  
Commonwealth Land Title  
Insurance Co.  
650 New Road  
Linwood NJ 08221

MANDATORY DEED FORM FOR OWNERSHIP UNITS SUBJECT TO  
RESTRICTIVE COVENANT REQUIRED BY SECTION 5:80-26.5(d)

New Construction Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property  
Subject To Restrictive Covenant Limiting Conveyance  
And Mortgage Debt

THIS DEED is made on this the 7<sup>th</sup> day of July 2011 by and between

DeLuca Land, II, LLC (Grantor), whose address is about to be 370 E. Maple Avenue, Suite 101, Langhorne, PA 19047 and Zahira Wilson-Chavis, single woman, (Grantee) residing at 807 Van Gogh Court, Williamstown, NJ 08094. The words Grantor and Grantee shall mean all Grantors and Grantees listed above.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Sixty-six thousand, two hundred fifty- four dollars.

(\$ 66,254.00 ), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property


The Property consists of all of the land, and improvements thereon, that is located in the municipality of Monroe, County of Gloucester, State of New Jersey, and described more specifically as Block No. 110.0407 Lot No 87, Qualifier C807, and known by the street address 807 Van Gogh Court, Williamstown, NJ 08094 all, as more particularly described in Schedule A attached hereto (attach metes and bounds description - "Schedule A.")

Being the same premises conveyed to Grantor herein by Deed from DeLuca Amberleigh Partners, LLC dated June 29, 2009 and recorded on July 6, 2009 in Deed Book 4668 page 162 in the office of the Clerk of Gloucester County.

\*60 2011 00027146\*



Docket: 00027146  
Type: DEE Pages: 5  
James N. Hogan, Gloucester County Clerk  
Receipt #: 53987 10:41:19A Aug 05, 2011  
Recording Fee: 80.00 DB 4892 97

  
Prepared By: Vincent G. Dolan  
President

(5)

L110029

APPENDIX D

Prepared by:

  
Vincent G. DeLuca  
President

MANDATORY DEED FORM FOR OWNERSHIP UNITS SUBJECT TO  
RESTRICTIVE COVENANT REQUIRED BY SECTION 5:80-26.5(d)



Deed

Docket# 41261 Type: DEE Pages: 4  
James H. Hagan, Gloucester County Clerk  
Receipt#: 38520 10:22:09 A.M. 10/26/2010  
Recording Fee: \$70.00 DB 4819 100

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
Subject To Restrictive Covenant Limiting Conveyance  
And Mortgage Debt

THIS DEED is made on this the 18<sup>th</sup> day of Oct., 2010 by and between

DeLuca Land II, LLC. (Grantor), whose address is about to be 370 East Maple Avenue,  
Suite 101 Langhorne, Pa. 19047 and Shabrea J. McNear (Grantee), residing at 709 Van Gogh Court,  
Williamstown, NJ 08094. The words Grantor and Grantee shall mean all Grantors and Grantees listed  
above.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Sixty Six Thousand Two Hundred Fifty  
Four Dollars (\$66,254.00 ), the receipt of which is hereby acknowledged by the Grantor, the  
Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is  
more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of  
Monroe, County of Gloucester, State of New Jersey, and described more specifically as Block No.  
110.0407 Lot No 87, Qualifier C0709 , and known by the street address 709 Van Gogh Court,  
Williamstown, NJ 08094 all, as more particularly described in Schedule A attached hereto (attach metes  
and bounds description - "Schedule A.")

Being the same premises conveyed to Grantor herein by Deed from Triad III, L.L.C. dated July 17, 2006  
and recorded on July 20, 2006 in Deed Book 4247 page 21 in the office of the Clerk of Gloucester  
County.

Record and to:  
Commonwealth Land Title  
Insurance Co.  
650 New Road  
Linwood NJ 08221

④

4100140





**ZONING BOARD OF ADJUSTMENT  
TOWNSHIP OF MONROE  
RESOLUTION # 14-13  
APPLICATION #462-SP – CROSS KEYS MONROE, LLC**

**A RESOLUTION TO MEMORIALIZE THE BOARD'S GRANTING OF  
PRELIMINARY AND FINAL SITE PLAN APPROVAL, WITH ASSOCIATED  
VARIANCES, FOR CROSS KEYS MONROE, LLC AT PROPERTY CURRENTLY  
KNOWN AS BLOCK 101, LOT 3.06, BUT PER A MINOR SUBDIVISION APPROVAL  
TO NOW BE KNOWN AS BLOCK 101, LOT 3.08**

**WHEREAS**, Applicant, Cross Keys Monroe, LLC, (the "Applicant"), with an address of 34 Tanner Street, Haddonfield, New Jersey 08033, came before this Board at this time; and

**WHEREAS**, Cross Keys Monroe, LLC (the "Owner"), is the Owner of the subject property, which is located on Berlin – Cross Keys Road, and known more specifically as Block 101, Lot 3.06 on the Tax Map of Monroe Township (Note: this Site Plan application is specifically for Lot 3.08, which has been created from Lot 3.06 via a Minor Subdivision) (the "Property"); and

**WHEREAS**, the Property, and adjacent property, was the subject of previous applications before the Monroe Township Zoning Board and Planning Board, and all terms and conditions of those approvals still govern development of the Property and all prior resolutions of approval issued by the Monroe Township Zoning Board with respect to the Property are incorporated herein by reference, with specific reference to Monroe Township Zoning Board Resolution #'s 10-09, 10-22, 10-23, 12-13, 12-14, 12-15, 13-23, 13-24 and 13-29 (all resolutions collectively referred to "Previous Approvals"); and

**WHEREAS**, the Property is located in the Business Park (BP) Zoning District and the Property is not located within the jurisdiction of the New Jersey Pinelands Commission; and

**WHEREAS**, in Resolution 13-29 the Applicant received Use Variance approval to construct 72 apartment units at the Property; and

**WHEREAS**, in Resolution 14-12 the Applicant received Minor Subdivision approval to create the remainder lot of Block 101, Lot 3.06 and new lots known as Block 101, Lots 3.07 and 3.08; and

**WHEREAS**, the Applicant now seeks Preliminary and Final Site Plan Approval, with associated variances, for the construction of the 72 apartment units at the newly created Block 101, Lot 3.08 (the "Application"); and

**WHEREAS**, in connection with the Application, the Applicant has appeared before the Board for hearing on completeness and the Applicant has been deemed complete, with applicable waivers, as memorialized in Resolution 14-11; and

**WHEREAS**, a public hearing was held on April 15, 2014, at which time this Board heard testimony from the Applicant, and considered the evidence presented by the Applicant; and

**WHEREAS**, the Applicant was represented by Robert D. Mintz, Esquire; and

**WHEREAS**, the Zoning Board has received and reviewed the Notice of Application or Appeal as received by the Zoning Board and as submitted by Applicant; and

**WHEREAS**, the Zoning Board has received and reviewed the "Site Plan" submitted with the Notice of Application or Appeal; and

**WHEREAS**, the Applicant presented the following witnesses:

- 1) Anthony Guzzo, who appeared as a representative of the Applicant.
- 2) Ken Pizzo, who appeared as a representative of the builder for the apartment project located on the adjacent Block 101, Lot 3.
- 3) Ms. Tiffany CuvIELLO, PP, who appeared as the Applicant's Professional Planner and who was accepted by the Board as an expert witness.
- 4) Mr. William Ralston, PE, who appeared as the Applicant's Civil Engineer and who was accepted by the Board as an expert witness.

**WHEREAS**, by way of background, through a separate Minor Subdivision approval, the Applicant has subdivided Block 101, Lot 3.06 to now create three lots, which include the remainder of Block 101, Lot 3.06 and new lots known as Block 101, Lots 3.07 and 3.08; and

**WHEREAS**, the Applicant testified that Lot 3.06 and 3.07 would be used for commercial purposes, and that Lot 3.08 would be used for the construction of the apartment units approved by Use Variance through Resolution 13-29, and this application is specifically for Preliminary and Final Site Plan approval, with associated variances, for the apartment use at Lot 3.08; and

**WHEREAS**, in addition to the Preliminary and Final Site Plan approval the Applicant is seeking for Block 101, Lot 3.08, the Applicant also requires the following relief:

- 1) A bulk variance to permit a building height of 38.49 feet, where a maximum height of 35 feet is permitted.
- 2) A bulk variance to permit a lot frontage of zero feet on a public street, as the Property abuts a private road.
- 3) A bulk variance to permit a 14 foot perimeter buffer for Lot 3.08, where a 25 foot perimeter buffer is required.

4) A bulk variance to permit a 37.5 foot building wall setback to a perimeter lot line, where a minimum of 50 feet is required.

5) A waiver regarding sidewalk along the entire frontage along future boulevard connection.

6) A waiver to allow interior sidewalk to abut the curb line in lieu of the four (4) feet minimum as required.

7) A waiver to allow 9'x18' parking spaces where a minimum of 10'x20' spaces are required.

8) A waiver regarding the identification of existing trees on the plans.

9) A waiver regarding buffer area use and width.

10) A waiver from requiring screen plantings between the residential use and commercial lot.

\* Note - As submitted, the Applicant's Site Plan required a side yard setback variance to permit a side yard of 14 feet, where 20 feet is required, however, as the Applicant agreed to adjust the subject lot line, this relief is no longer required.

**WHEREAS**, the Applicant's Engineer provided testimony regarding the Site Plan; and

**WHEREAS**, the Applicant entered the following items as exhibits for the record:

1) Exhibit A1 – Colored rendering of the Site Plan.

2) Exhibit A2 – Architectural elevations.

**WHEREAS**, the Applicant provided testimony to state that they are willing to enter into a developer's agreement with the Township which will state prior to receiving a Certificate of Occupancy for the 49<sup>th</sup> apartment unit, the Applicant will either develop and construct one of the adjacent lots for commercial use (to include Block 101, Lots 3.04, 3.06, or 3.07) or make payments to the Township equivalent to the expected municipal property tax revenue from these lots; and

**WHEREAS**, the Applicant's Planner provided the required testimony for the associated bulk variances and she explained that most of the variances were technical in nature and necessary due to the prior Use Variance approval of this apartment use in a commercial zone; and;

**WHEREAS**, the Applicant's Planner explained to the Board the necessary variances and waivers the Applicant was seeking; and

**WHEREAS**, the Applicant's Planner stated that the required variances advance several purposes of zoning, as outlined in the Municipal Land Use Law, with specific reference to the promotion of appropriate population densities; and

**WHEREAS**, the Applicant explained the building height variance sought by the Applicant is only necessary due to the peaked roof to be used on the buildings, which is much more aesthetically pleasing than a flat roof; and

**WHEREAS**, the Applicant's Planner testified that the proposed signage would benefit motorists as the proposed uses at the Property and adjacent properties would be more easily identified; and

**WHEREAS**, the Applicant's Planner stated there would be no detriment to the Zoning Ordinance or the Master Plan, as the required bulk variances are no more intense than prior approvals granted for the adjacent lots; and

**WHEREAS**, the Applicant's Planner addressed affordable housing requirements and stated that it is unclear what ultimately will be required for the Third Round but what is clear is that per a recent Judgment of Repose, the Court has verified that the Township has a surplus of affordable units; and

**WHEREAS**, as the Township currently has a surplus of affordable units, the Applicant has proposed combining the affordable housing requirements of this development with the previously approved apartment project at Block 101, Lot 3, which has been approved with a requirement of 20% on-site affordable housing; and

**WHEREAS**, the Applicant proposes no additional affordable housing for Lot 3.08, so in combining Lot 3 and Lot 3.08, the affordable units would make up a total of 15% of the apartment units in both developments; and

**WHEREAS**, this proposal is based on the assumption that the apartment developments at Lot 3 and Lot 3.08 will essentially be shared developments in that they will share certain amenities and be built by the same entity; and

**WHEREAS**, if ultimately the apartment developments at Lot 3 and Lot 3.08 are not shared developments, the Applicant will construct 11% of all units at Lot 3.08 as affordable units; and

**WHEREAS**, the Applicant has verified that the clubhouse at Lot 3 is large enough to accommodate both apartment developments from Lot 3 and Lot 3.08; and

**WHEREAS**, assuming the apartment developments at Lots 3 and 3.08, the Applicant agrees that residents of the apartment development at Lot 3.08 will be permitted to use the clubhouse at Lot 3; and

**WHEREAS**, the Applicant has offered to make a voluntary recreation contribution of \$500 per market rate unit to be constructed; and

**WHEREAS**, if ultimately the apartment developments at Lot 3 and Lot 3.08 are not shared developments and the clubhouse at Lot 3 cannot be used by the Lot 3.08 apartments, then the Applicant has voluntarily agreed to make a recreation contribution of \$1,000 per market rate unit to be constructed; and

**WHEREAS**, the Board Engineer reviewed his report dated March 17, 2014, which is incorporated herein by reference. The Applicant agreed to comply with all conditions of this report, except as stated in this resolution; and

**WHEREAS**, the Board Planner reviewed her report dated March 26, 2014, which is incorporated herein by reference. The Applicant agreed to comply with all conditions of this report, except as stated in this resolution; and

**WHEREAS**, upon proper motion this meeting was opened to the public however no members of the public were present to provide testimony; and

**WHEREAS**, upon considering the evidence and testimony, the Monroe Township Zoning Board of Adjustment made the following findings of fact, reached the following conclusions of law and granted the following relief:

- 1) The Applicant has addressed the required positive criteria necessary for the required variances by explaining that the variances were essentially technical in nature, only required due to the previously approved use variance, and no more intense than the previous relief granted for the Property and adjacent lots.
- 2) The Applicant provided further testimony as to the positive criteria by explaining that the building height variance was solely related to the peaked roof to be used by the Applicant which is an aesthetic improvement.
- 3) The Applicant addressed the positive criteria by testifying that the proposed variances promote various purposes of zoning as spelled out in the Municipal Land Use Law.
- 4) The Applicant addressed the required negative criteria by stating that the proposed variances will create no substantial detriment to the surrounding area or to the Zoning Ordinance and Master Plan.
- 5) The Applicant has agreed to extend the sidewalk along the boulevard (Lot 3.05) along the entire frontage of Lot 3.08 in the future upon future development which extends beyond Lot 3.08.
- 6) The Applicant has agreed to provide all possible sign details for the multi-tenant sign as the Applicant has proposed one sign for current use, and another version for use in the future.

7) The Applicant has agreed to enter into a developer's agreement which will state prior to receiving a Certificate of Occupancy for the 49th apartment unit, the Applicant will either develop and construct one of the adjacent lots for commercial use (to include Block 101, Lots 3.04, 3.06, or 3.07) or make payments to the Township equivalent to the expected municipal property tax revenue from these lots.

8) The Applicant has offered to make a voluntary recreation contribution of \$500 per market rate unit to be constructed, which has been accepted by the Board, but if ultimately the apartment developments at Lot 3 and Lot 3.08 are not shared developments and the clubhouse at Lot 3 cannot be used by the Lot 3.08 apartments, then the Applicant has voluntarily agreed to make a recreation contribution of \$1,000 per market rate unit to be constructed, which has been accepted by the Board.

9) The Applicant proposed no additional affordable housing for Lot 3.08, but instead proposes to combine the developments at Lot 3 and Lot 3.08 so in combining these developments, the affordable units would make up a total of 15% of the apartment units in both developments. However, if ultimately the apartment developments at Lot 3 and Lot 3.08 are not shared developments, the Applicant will construct 11% of all units at Lot 3.08 as affordable units.

10) The Applicant understands that any Site Plan approval granted is strictly for development at Lot 3.08 and any future development proposed for Lots 3.06 and/or 3.07 shall be subject to further Site Plan review.

11) The Applicant shall comply with all requirements for performance and maintenance guarantees as contained in New Jersey's Municipal Land Use Law.

12) The Applicant has previously supplied cross-access easements, allowing all proposed lots to access the proposed boulevard and other roadways contained on individual lots, and the Applicant agrees to provide additional cross-access easements if necessary to ensure proper circulation, recreation, and stormwater management.

13) The Applicant has previously agreed to Title 39 enforcement on the private roadways within the development.

14) All prior Zoning Board resolutions adopted with respect to this project and with the adjacent development on Block 101, as referenced above, still govern and are enforceable, except where modified by this resolution.

15) The Applicant must enter into a developer's agreement as described on page 9 of the Board Planner's report dated March 26, 2014.

16) The Applicant is reminded that as a condition of any approval granted, the Applicant must also secure all outside agency approvals, which may include, but is not limited to, approval from the Gloucester County Soil Conservation District, Gloucester County Planning

Board, Gloucester County Utilities Authority, Monroe Township Fire Official, Monroe Township MUA, and New Jersey Department of Environmental Protection.

**NOW THEREFORE BE IT RESOLVED**, that the Application for Preliminary and Final Site Plan Approval, and associated bulk variances, at property currently known as Block 101, Lot 3.06, and to be known as Block 101, lot 3.08 on the Tax Map of Monroe Township is hereby **GRANTED**, with conditions as described above.

**ROLL CALL VOTE**

	Ayes	Nays	Abstentions
CARNEY	X		
FITZGERALD			
FRITZ	X		
MANFREDI	X		
PRICE			
SALVADORI	X		
MCLAUGHLIN			
HUI (ALT I)	X		
KOZAK (ALT II)	X		

ZONING BOARD OF ADJUSTMENT  
TOWNSHIP OF MONROE

BY: Brent Salvadori  
BRENT SALVADORI,  
VICE CHAIRMAN

ATTEST: Dawn M. Farrell, SECRETARY  
DATE MEMORIALIZED: 5/6/14

**ZONING BOARD OF ADJUSTMENT  
TOWNSHIP OF MONROE  
RESOLUTION # 14-13  
APPLICATION #462-SP – CROSS KEYS MONROE, LLC**

**A RESOLUTION TO MEMORIALIZE THE BOARD'S GRANTING OF  
PRELIMINARY AND FINAL SITE PLAN APPROVAL, WITH ASSOCIATED  
VARIANCES, FOR CROSS KEYS MONROE, LLC AT PROPERTY CURRENTLY  
KNOWN AS BLOCK 101, LOT 3.06, BUT PER A MINOR SUBDIVISION APPROVAL  
TO NOW BE KNOWN AS BLOCK 101, LOT 3.08**

**WHEREAS**, Applicant, Cross Keys Monroe, LLC, (the "Applicant"), with an address of 34 Tanner Street, Haddonfield, New Jersey 08033, came before this Board at this time; and

**WHEREAS**, Cross Keys Monroe, LLC (the "Owner"), is the Owner of the subject property, which is located on Berlin – Cross Keys Road, and known more specifically as Block 101, Lot 3.06 on the Tax Map of Monroe Township (Note: this Site Plan application is specifically for Lot 3.08, which has been created from Lot 3.06 via a Minor Subdivision) (the "Property"); and

**WHEREAS**, the Property, and adjacent property, was the subject of previous applications before the Monroe Township Zoning Board and Planning Board, and all terms and conditions of those approvals still govern development of the Property and all prior resolutions of approval issued by the Monroe Township Zoning Board with respect to the Property are incorporated herein by reference, with specific reference to Monroe Township Zoning Board Resolution #'s 10-09, 10-22, 10-23, 12-13, 12-14, 12-15, 13-23, 13-24 and 13-29 (all resolutions collectively referred to "Previous Approvals"); and

**WHEREAS**, the Property is located in the Business Park (BP) Zoning District and the Property is not located within the jurisdiction of the New Jersey Pinelands Commission; and

**WHEREAS**, in Resolution 13-29 the Applicant received Use Variance approval to construct 72 apartment units at the Property; and

**WHEREAS**, in Resolution 14-12 the Applicant received Minor Subdivision approval to create the remainder lot of Block 101, Lot 3.06 and new lots known as Block 101, Lots 3.07 and 3.08; and

**WHEREAS**, the Applicant now seeks Preliminary and Final Site Plan Approval, with associated variances, for the construction of the 72 apartment units at the newly created Block 101, Lot 3.08 (the "Application"); and

**WHEREAS**, in connection with the Application, the Applicant has appeared before the Board for hearing on completeness and the Applicant has been deemed complete, with applicable waivers, as memorialized in Resolution 14-11; and



**WHEREAS**, a public hearing was held on April 15, 2014, at which time this Board heard testimony from the Applicant, and considered the evidence presented by the Applicant; and

**WHEREAS**, the Applicant was represented by Robert D. Mintz, Esquire; and

**WHEREAS**, the Zoning Board has received and reviewed the Notice of Application or Appeal as received by the Zoning Board and as submitted by Applicant; and

**WHEREAS**, the Zoning Board has received and reviewed the "Site Plan" submitted with the Notice of Application or Appeal; and

**WHEREAS**, the Applicant presented the following witnesses:

- 1) Anthony Guzzo, who appeared as a representative of the Applicant.
- 2) Ken Pizzo, who appeared as a representative of the builder for the apartment project located on the adjacent Block 101, Lot 3.
- 3) Ms. Tiffany CuvIELLO, PP, who appeared as the Applicant's Professional Planner and who was accepted by the Board as an expert witness.
- 4) Mr. William Ralston, PE, who appeared as the Applicant's Civil Engineer and who was accepted by the Board as an expert witness.

**WHEREAS**, by way of background, through a separate Minor Subdivision approval, the Applicant has subdivided Block 101, Lot 3.06 to now create three lots, which include the remainder of Block 101, Lot 3.06 and new lots known as Block 101, Lots 3.07 and 3.08; and

**WHEREAS**, the Applicant testified that Lot 3.06 and 3.07 would be used for commercial purposes, and that Lot 3.08 would be used for the construction of the apartment units approved by Use Variance through Resolution 13-29, and this application is specifically for Preliminary and Final Site Plan approval, with associated variances, for the apartment use at Lot 3.08; and

**WHEREAS**, in addition to the Preliminary and Final Site Plan approval the Applicant is seeking for Block 101, Lot 3.08, the Applicant also requires the following relief:

- 1) A bulk variance to permit a building height of 38.49 feet, where a maximum height of 35 feet is permitted.
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4) A bulk variance to permit a 37.5 foot building wall setback to a perimeter lot line, where a minimum of 50 feet is required.

5) A waiver regarding sidewalk along the entire frontage along future boulevard connection.

6) A waiver to allow interior sidewalk to abut the curb line in lieu of the four (4) feet minimum as required.

7) A waiver to allow 9'x18' parking spaces where a minimum of 10'x20' spaces are required.

8) A waiver regarding the identification of existing trees on the plans.

9) A waiver regarding buffer area use and width.

10) A waiver from requiring screen plantings between the residential use and commercial lot.

\* Note - As submitted, the Applicant's Site Plan required a side yard setback variance to permit a side yard of 14 feet, where 20 feet is required, however, as the Applicant agreed to adjust the subject lot line, this relief is no longer required.

**WHEREAS**, the Applicant's Engineer provided testimony regarding the Site Plan; and

**WHEREAS**, the Applicant entered the following items as exhibits for the record:

1) Exhibit A1 – Colored rendering of the Site Plan.

2) Exhibit A2 – Architectural elevations.

**WHEREAS**, the Applicant provided testimony to state that they are willing to enter into a developer's agreement with the Township which will state prior to receiving a Certificate of Occupancy for the 49<sup>th</sup> apartment unit, the Applicant will either develop and construct one of the adjacent lots for commercial use (to include Block 101, Lots 3.04, 3.06, or 3.07) or make payments to the Township equivalent to the expected municipal property tax revenue from these lots; and

**WHEREAS**, the Applicant's Planner provided the required testimony for the associated bulk variances and she explained that most of the variances were technical in nature and necessary due to the prior Use Variance approval of this apartment use in a commercial zone; and;

**WHEREAS**, the Applicant's Planner explained to the Board the necessary variances and waivers the Applicant was seeking; and

**WHEREAS**, the Applicant's Planner stated that the required variances advance several purposes of zoning, as outlined in the Municipal Land Use Law, with specific reference to the promotion of appropriate population densities; and

**WHEREAS**, the Applicant explained the building height variance sought by the Applicant is only necessary due to the peaked roof to be used on the buildings, which is much more aesthetically pleasing than a flat roof; and

**WHEREAS**, the Applicant's Planner testified that the proposed signage would benefit motorists as the proposed uses at the Property and adjacent properties would be more easily identified; and

**WHEREAS**, the Applicant's Planner stated there would be no detriment to the Zoning Ordinance or the Master Plan, as the required bulk variances are no more intense than prior approvals granted for the adjacent lots; and

**WHEREAS**, the Applicant's Planner addressed affordable housing requirements and stated that it is unclear what ultimately will be required for the Third Round but what is clear is that per a recent Judgment of Repose, the Court has verified that the Township has a surplus of affordable units; and

**WHEREAS**, as the Township currently has a surplus of affordable units, the Applicant has proposed combining the affordable housing requirements of this development with the previously approved apartment project at Block 101, Lot 3, which has been approved with a requirement of 20% on-site affordable housing; and

**WHEREAS**, the Applicant proposes no additional affordable housing for Lot 3.08, so in combining Lot 3 and Lot 3.08, the affordable units would make up a total of 15% of the apartment units in both developments; and

**WHEREAS**, this proposal is based on the assumption that the apartment developments at Lot 3 and Lot 3.08 will essentially be shared developments in that they will share certain amenities and be built by the same entity; and

**WHEREAS**, if ultimately the apartment developments at Lot 3 and Lot 3.08 are not shared developments, the Applicant will construct 11% of all units at Lot 3.08 as affordable units; and

**WHEREAS**, the Applicant has verified that the clubhouse at Lot 3 is large enough to accommodate both apartment developments from Lot 3 and Lot 3.08; and

**WHEREAS**, assuming the apartment developments at Lots 3 and 3.08, the Applicant agrees that residents of the apartment development at Lot 3.08 will be permitted to use the clubhouse at Lot 3; and

**WHEREAS**, the Applicant has offered to make a voluntary recreation contribution of \$500 per market rate unit to be constructed; and

**WHEREAS**, if ultimately the apartment developments at Lot 3 and Lot 3.08 are not shared developments and the clubhouse at Lot 3 cannot be used by the Lot 3.08 apartments, then the Applicant has voluntarily agreed to make a recreation contribution of \$1,000 per market rate unit to be constructed; and

**WHEREAS**, the Board Engineer reviewed his report dated March 17, 2014, which is incorporated herein by reference. The Applicant agreed to comply with all conditions of this report, except as stated in this resolution; and

**WHEREAS**, the Board Planner reviewed her report dated March 26, 2014, which is incorporated herein by reference. The Applicant agreed to comply with all conditions of this report, except as stated in this resolution; and

**WHEREAS**, upon proper motion this meeting was opened to the public however no members of the public were present to provide testimony; and

**WHEREAS**, upon considering the evidence and testimony, the Monroe Township Zoning Board of Adjustment made the following findings of fact, reached the following conclusions of law and granted the following relief:

- 1) The Applicant has addressed the required positive criteria necessary for the required variances by explaining that the variances were essentially technical in nature, only required due to the previously approved use variance, and no more intense than the previous relief granted for the Property and adjacent lots.
- 2) The Applicant provided further testimony as to the positive criteria by explaining that the building height variance was solely related to the peaked roof to be used by the Applicant which is an aesthetic improvement.
- 3) The Applicant addressed the positive criteria by testifying that the proposed variances promote various purposes of zoning as spelled out in the Municipal Land Use Law.
- 4) The Applicant addressed the required negative criteria by stating that the proposed variances will create no substantial detriment to the surrounding area or to the Zoning Ordinance and Master Plan.
- 5) The Applicant has agreed to extend the sidewalk along the boulevard (Lot 3.05) along the entire frontage of Lot 3.08 in the future upon future development which extends beyond Lot 3.08.
- 6) The Applicant has agreed to provide all possible sign details for the multi-tenant sign as the Applicant has proposed one sign for current use, and another version for use in the future.

7) The Applicant has agreed to enter into a developer's agreement which will state prior to receiving a Certificate of Occupancy for the 49th apartment unit, the Applicant will either develop and construct one of the adjacent lots for commercial use (to include Block 101, Lots 3.04, 3.06, or 3.07) or make payments to the Township equivalent to the expected municipal property tax revenue from these lots.

8) The Applicant has offered to make a voluntary recreation contribution of \$500 per market rate unit to be constructed, which has been accepted by the Board, but if ultimately the apartment developments at Lot 3 and Lot 3.08 are not shared developments and the clubhouse at Lot 3 cannot be used by the Lot 3.08 apartments, then the Applicant has voluntarily agreed to make a recreation contribution of \$1,000 per market rate unit to be constructed, which has been accepted by the Board.

9) The Applicant proposed no additional affordable housing for Lot 3.08, but instead proposes to combine the developments at Lot 3 and Lot 3.08 so in combining these developments, the affordable units would make up a total of 15% of the apartment units in both developments. However, if ultimately the apartment developments at Lot 3 and Lot 3.08 are not shared developments, the Applicant will construct 11% of all units at Lot 3.08 as affordable units.

10) The Applicant understands that any Site Plan approval granted is strictly for development at Lot 3.08 and any future development proposed for Lots 3.06 and/or 3.07 shall be subject to further Site Plan review.

11) The Applicant shall comply with all requirements for performance and maintenance guarantees as contained in New Jersey's Municipal Land Use Law.

12) The Applicant has previously supplied cross-access easements, allowing all proposed lots to access the proposed boulevard and other roadways contained on individual lots, and the Applicant agrees to provide additional cross-access easements if necessary to ensure proper circulation, recreation, and stormwater management.

13) The Applicant has previously agreed to Title 39 enforcement on the private roadways within the development.

14) All prior Zoning Board resolutions adopted with respect to this project and with the adjacent development on Block 101, as referenced above, still govern and are enforceable, except where modified by this resolution.

15) The Applicant must enter into a developer's agreement as described on page 9 of the Board Planner's report dated March 26, 2014.

16) The Applicant is reminded that as a condition of any approval granted, the Applicant must also secure all outside agency approvals, which may include, but is not limited to, approval from the Gloucester County Soil Conservation District, Gloucester County Planning

Board, Gloucester County Utilities Authority, Monroe Township Fire Official, Monroe Township MUA, and New Jersey Department of Environmental Protection.

**NOW THEREFORE BE IT RESOLVED**, that the Application for Preliminary and Final Site Plan Approval, and associated bulk variances, at property currently known as Block 101, Lot 3.06, and to be known as Block 101, lot 3.08 on the Tax Map of Monroe Township is hereby **GRANTED**, with conditions as described above.

**ROLL CALL VOTE**

	Ayes	Nays	Abstentions
CARNEY	X		
FITZGERALD			
FRITZ	X		
MANFREDI	X		
PRICE			
SALVADORI	X		
MCLAUGHLIN			
HUI (ALT I)	X		
KOZAK (ALT II)	X		

ZONING BOARD OF ADJUSTMENT  
TOWNSHIP OF MONROE

BY: Brent Salvadori  
BRENT SALVADORI,  
VICE CHAIRMAN

ATTEST: Dawn M. Farrell, SECRETARY  
DATE MEMORIALIZED: 5/6/14

Just received info on the 31 units in Barclay Glen North.

**From:** Vikki Turner [<mailto:Victoria.t@apts-ss.com>]  
**Sent:** Friday, August 11, 2017 2:46 PM  
**To:** Robin Dunn <[RDunn@maserconsulting.com](mailto:RDunn@maserconsulting.com)>  
**Subject:** RE: Barclay Glen North

Hi Robin,

I apologize for the delay in getting back to you.

There is a total of 16 low income and 15 Moderate income units on our site.

Thank you,

**Victoria (Vikki) Turner**

**CAPS, CAM**

**Vice President**

**Property Management      Corporate Operations**

908-526-2230; Office

908-725-9119; Fax

732-259-6747; Mobile



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



**From:** Robin Dunn [<mailto:RDunn@maserconsulting.com>]  
**Sent:** Thursday, July 20, 2017 12:19 PM  
**To:** Vikki Turner  
**Subject:** Barclay Glen North





\*40 2011 00009383\*



Docket: 00009383  
Type:XD Pages:10  
James H. Hogan, Gloucester County Clerk  
Receipt #:14801 09:34:12A Mar 09, 2011  
Recording Fee: .00 DB 4852 270

Prepared by:

*Hunter S. Kintzing*  
Hunter S. Kintzing, Esquire

THIS AGREEMENT, entered into this 11 day of October 2010, between the TOWNSHIP OF MONROE, a body corporate and politic of the State of New Jersey, located in the County of Gloucester, 125 Virginia Avenue, Williamstown, NJ 08094 (hereinafter referred to as the "Township"), and Summerfields West, LLC with a primary address of 100 Wilshire Boulevard, Suite 2080 Santa Monica, CA 90401 the "Developer").

### WITNESS

WHEREAS, the Developer is or will be the owner of the property known as 2000 and 2080 Black Horse Pike on the official Tax Map of Monroe Township, such Block 3901 and Lot 31 and

WHEREAS, the Developer has agreed to construct certain improvements shown on the preliminary and final approved site plan (the "Plans") and the records before the Monroe Township Planning Board(s), hereinafter referred to as "Township Boards", as the case may be; and

WHEREAS, in furtherance of the requirements of posting the performance guarantees for the required improvements as required by the Township Code, the Developer and the Township have agreed to enter into this Agreement.

NOW, THEREFORE, the Township and the Developer, for and in consideration of the covenants and conditions contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, agree for themselves, their successors and assigns, as follows:

1. The terms and conditions of this Agreement shall be applicable to the property described on Exhibit "A" attached hereto and made a part hereof (the metes and bounds description of the property.)
2. The Developer, in accordance with the approved Plan and Decision and Resolution (Exhibit "B") and requirements established by the Township Boards of the Township, shall install the site work improvements, including but not limited to, streets, curbs, gutters, sidewalks, street signs, street lights, sanitary sewers, water mains and property monuments, all in accordance with the specifications and Ordinances of the Township or Department of Transportation of the State of New Jersey, as amended to date or as further clarified and set forth subsequently in this Agreement. All work shall be approved by the Township Engineer as complying with the Plans and the Ordinances and other regulations and requirements of the Township. If in the event that any of the provisions of this agreement are contrary to the Planning Board Resolution of Approval, said Resolution of Approval shall control and supersede the development of the project.



3. The Developers shall post with the Township, performance guarantees and fees as provided in the Township Code, in accordance with the recommendation of the Township Engineer, which is attached and made a part hereof as Exhibit "C". The Township shall have the right to retain at least thirty percent (30%) of the total performance guarantee until all improvements are completed to the satisfaction of the Township Engineer. All performance guarantees shall be approved as to form and content by the Township Attorney. If the Performance Guarantee is in the form of an insurance bond, the issuer of the bond must be authorized to do business in the State of New Jersey. The Developer must submit with such Bond, proof of such status to do business in the State of New Jersey.. If at any time during the duration of this Agreement, the performance guarantees or maintenance guarantees shall become lapsed or be otherwise terminated by the issuer, or, in the reasonable judgment of the Township Engineer, the amount of such guarantees, including any contingency amounts, shall be insufficient to cover the estimated cost, in current dollars, to complete the relevant improvements, the Developer shall, upon receipt of written notice from the Township, replace such guarantees with new guarantees in the amount for the duration stated in such notice. It is further agreed by the parties that any revision or increase in the performance guarantee amount shall be consistent with N.J.S.A. 40:55D-53(b).

(a) The Developer agrees and this document shall evidence a four (4) year storm water management system maintenance guarantee as well as minimum ten (10) year guarantee of an inspection and maintenance program.

(b) The Developer agrees that it shall to be responsible for the operation and maintenance of the storm water basin.

(c) The four (4) year storm water management system maintenance guarantee and ten (10) year guarantee of an inspection and maintenance program being furnished by the Developer in Paragraph 3(a) above shall be separate and apart from the performance guarantee posted by the Township pursuant to NJSA 40:55D-53 and the Township code which is attached hereto as Exhibit "C."

The Township's obligation under the terms of this Agreement to release the performance guarantees issued pursuant to Paragraph 3 ("Paragraph 3 Bonds") shall not be waived, modified or otherwise affected by the failure or inability of the developer to obtain performance guarantees, whether from the surety issuing the Paragraph 3 Bonds or another surety, or perform any act required in connection with the Developer's obligations set forth in Paragraph 3(a) and 3(b).

4. The improvements contemplated in this Developer's Agreement shall be performed within the period in accordance with N.J.S.A. 40:55D-52. In the event of an extension, the Township may annually review the amount of performance guarantees with regard to its sufficiency to insure faithful completion of remaining required improvements, and if found insufficient, require the Developer to increase the amount of performance guarantees. It is agreed by the parties that any revision or increase in the performance guarantee amount shall be consistent with N.J.S.A. 40:55D-53(b). The issuance of a final Zoning Permit by the Township within the two (2) year period shall not be deemed a waiver for defects in site work improvements ascertained during such period or subsequent thereto. In the event the site plan or any part thereof is sold or otherwise conveyed by the Developer prior to the installation of all improvements, the Developer shall have the right to assign this Developer Agreement to a subsequent



qualified Developer assume the same, in writing, and in a form that is acceptable to the Township Attorney. In the event the subsequent Developer tenders new guarantees to the Township, they shall be reviewed by the Township Attorney as to form and content prior to acceptance and release of the Developer's performance guarantees.

5. The Township Engineer shall maintain appropriate records of inspections and related review and the cost thereof and upon the Developer's written request, such records shall be made available for inspection by the Developer or its representative during the regular business hours of the Township Engineer.

6. The Developer shall also comply with the following terms and conditions in connection with the final approval of the said plat or map:

(a) Compliance with all requirements of all Ordinances of the Township which are related to the development.

(b) All conditions and requirements of the approvals of the Township Boards and of the Gloucester County Planning Board, and the Developer shall pay all costs of improvements, if any, as maybe required by the County Planning Board, including the posting of any bonds required by the County Planning Board.

(c) All conditions, approvals and permits from the New Jersey Department of Transportation and/or Environmental Protections shall be obtained and/or satisfied, as if required.

(d) All necessary conditions, approvals and permits from the New Jersey Pinelands Commission, if any, shall be obtained and/or satisfied.

(e) All other necessary approvals and permits, if any, to complete the improvements described in the Plans shall be obtained.

7. The Developer shall complete the conditions precedent as established in the Decision and Resolution for the Property. The documents acknowledging the completion of the conditions must be submitted to the Township Engineer. Upon the approval of the Planning Board Administrator, the plans and Decision and Resolution shall be signed by the Township Officials. No application for zoning permits and/or building permits shall be accepted until the plans and Decision and Resolution have been signed.

8. Prior to the issuance of a building permit, the developer shall have installed to the satisfaction of the Township Engineer, the following improvements; soil erosion and sediment control measures, water mains, sewer mains, stormwater management facilities, curbs and base street paving in the section of the development for which building permit is sought.

9. A Certificate of Compliance shall be issued to one or more structures on the lot, in a manner and in accordance with the Ordinances and regulations of the Township upon the completion and acceptance by the Township, if required, of all required improvements that serve the specific structures for which a Certificate of Occupancy is sought and that all pending taxes and fees have been paid.



10. This document may be recorded by the Developer in the discretion of the Township, and a fully executed copy of same, stamped by the County Clerk indicating the date of submissions to the clerk for recording, shall be delivered to the Township Clerk before the issuance of any Certificate of Occupancy, so long as the Township has returned a signature copy to Developer to be recorded. Upon expiration of the maintenance guarantee as provided in Section 7 above, provided that at such expiration no outstanding claim against the guarantee or the Developer then exists, the Township shall execute a release of this Agreement in form and substance reasonably acceptable to the Township and the Developer, the cost to prepare and record which shall be borne by the Developer, however, such executed release shall be a ministerial act as this Agreement shall be deemed released by expiration of the maintenance guarantee without Township demand thereunder.

11. If any terms or condition are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

12. The Developer has attached hereto as Exhibit D, a list setting forth the names and addresses of the individuals and/or entities each having an interest of ten percent (10%) or more in this development and hereby certifies the correctness of that list. The Developer further agrees that it will provide the Township with any changes in this list (excluding sales of individual lots/units to third parties), in writing, within thirty (30) days of the date of such occurrence.

13. Notwithstanding the foregoing, the Developer shall deliver to the Township Clerk, simultaneously with the delivery of the performance guarantees described in this Agreement, the inspection fees escrow as set forth in Exhibit "C" attached hereto. The Township shall keep a record of the costs as they are incurred. In the event that the amount deposited exceeds the costs of inspections, a refund of the excess, plus accrued interest, shall be delivered to the Developer after the expiration of the maintenance guaranty, upon written request of the Developer. In the event the costs exceed the deposit plus the accrued interest, the Developer shall be responsible for the shortage and the Township shall have the right to require the Developer to make additional and reasonable deposit sufficient to cover the estimated cost of the remaining inspections before any further inspections and/or prior to the issuance of any further permits or certificates or occupancy. Failure of the Developer to deposit the same within thirty (30) days after receipt of written notification that these amounts are due may result in stoppage of work.

14. All notices required or permitted under this Agreement may be in writing by certified mail, return receipt requested, to the address set forth herein or as otherwise designated by the parties in writing or by facsimile. A courtesy (non-mandatory) copy shall be sent to:

Hunter S. Kintzing  
Duane Morris, LLP  
1940 Route 70 East, Suite 200  
Cherry Hill, NJ 08003

15. If the Developer fails to fulfill any of the obligations set forth in this Agreement within the time frames described herein, subject to the applicable notice and grace periods set forth herein, the Township shall have all remedies available to it under law and in equity, including, but not limited to, stopping any work at the Property and enforcing its rights under any



performance guarantees established pursuant to the Township Code and/or this Agreement. The Township Zoning Officer shall monitor compliance by the Developer with this Agreement and shall keep the Township informed of any breach which occurs and are not cured as provided in this Agreement.

16. The obligations of the Developer hereunder shall be binding on the successors and assigns of the Developer, and shall run with the land, unless the Township in writing shall release any such successor or assign from such successor liability, it being the intention that all obligations undertaken hereunder, including, but not limited to, the obligation of the Developer to pay all inspection fees incurred by the Township with respect to the completion of the improvements, be completed as provided under Monroe Township Code.

17. In accordance with Section 175.89.1 of the Monroe Township Code, the Developer shall meet its COAH/affordable housing requirements by providing for onsite affordable housing units at the ration of 1:9. This will result in seventeen (17) total COAH units on the subject site. To evidence this obligation, this Developer Agreement will be filed with the Monroe Township Tax collector and any designated agent on behalf of Monroe Township which will make sure that all title companies and purchasers are advised of the Developer's obligation to develop seventeen (17) total COAH units on the subject site. No home sale may be made until all proper documentation and deed restrictions are in place to guarantee this COAH set aside.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

WITNESS OR ATTEST:

TOWNSHIP OF MONROE:

Susan McCormick  
Township Clerk

Michael F. Gabbianelli  
Michael F. Gabbianelli, MAYOR,  
Monroe Township

Be it remembered, that on this 26th day of October, 2010, before me the undersigned personally appeared Michael F. Gabbianelli who I am satisfied is the Mayor of the Township of Monroe, County of Gloucester, and State of New Jersey, a body corporate and politic of the State of New Jersey, and he, as such officer, by virtue, of the authority granted by the Monroe Township Council, has set his hand and seal of the Township of the within Developer's Agreement names, and, as such officer, did sign, seal and deliver the same as the voluntary act and deed of the Township for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of October, 2010.


Sharon A. Wright  
Notary Public




WITNESS OR ATTEST:

DEVELOPER:

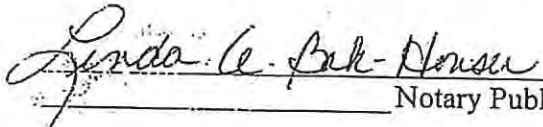
SUMMERFIELDS WEST, LLC

  
Name: HUBERT TEMPLE, II

  
Name: Brian E. Temple  
Title: Manager

Be it remembered, that on this 11<sup>th</sup> day of October, 2010, before me the undersigned personally appeared Brian E. Temple who I am satisfied is the Manager of Summerfields West, LLC, who has set his hand on the within Developer's Agreement names, and, as such officer, did sign, seal and deliver the same as the voluntary act and deed of Summerfields West, LLC for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11 day of October, 2010.

  
Notary Public

LINDA A. BAK-HOUSER  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES 09/04/2011

EXHIBIT A

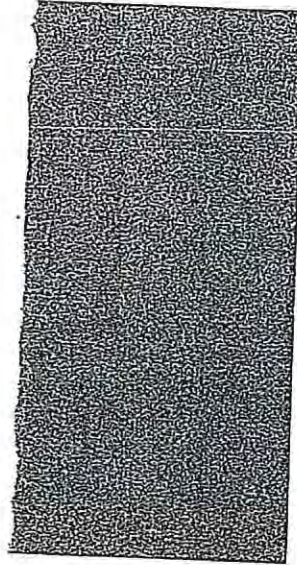
(Legal Description)

SUMMERFIELDS WEST

Block 3901, Lots 31 and 32 – Tax Map Sheet No 39. (Dated 10/25/95)  
U.S. Route 322 (Black Horse Pike) and Corkery Lane  
Monroe Township, Gloucester County, New Jersey

**EXHIBIT B**

**(Monroe Township Planning Board Resolution)**





RESOLUTION R:213-2010

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP  
OF MONROE AUTHORIZING THE MAYOR TO EXECUTE A  
DEVELOPER'S AGREEMENT WITH SUMMERFIELDS WEST, LLC  
FOR "SUMMERFIELDS WEST", SITE PLAN #SP-392, BLOCK 3901,  
LOTS 31 AND 32

WHEREAS, Summerfields West, LLC have obtained preliminary and final subdivision approval for "Summerfields West", Site Plan #SP-392; and

WHEREAS, Planning Board requires the developers to execute a Developer's Agreement between the Township of Monroe and Summerfields West, LLC; and

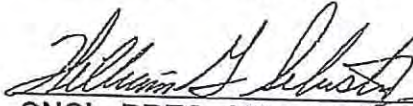
WHEREAS, the developers, Summerfields West, LLC, have been provided with said agreement pursuant to Planning Board and has executed same; and

WHEREAS, pursuant to Monroe Township Code §175-55; the Township Council is required to authorize the Mayor to execute said agreement on behalf of the Township of Monroe.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Monroe hereby authorizes the Mayor to execute said Developer's Agreement on behalf of the Township of Monroe.

ADOPTED at a meeting of the Township Council of the Township of Monroe on October 26, 2010.

TOWNSHIP OF MONROE

  
CNCL. PRES., WILLIAM G. SEBASTIAN

ATTEST:

  
Twp Clerk, Susan McCormick, RMC  
or Deputy Clerk, Sharon Wright, RMC

## RESOLUTION R:213-2010

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP  
OF MONROE AUTHORIZING THE MAYOR TO EXECUTE A  
DEVELOPER'S AGREEMENT WITH SUMMERFIELDS WEST, LLC  
FOR "SUMMERFIELDS WEST", SITE PLAN #SP-392, BLOCK 3901,  
LOTS 31 AND 32

### CERTIFICATION OF CLERK

The foregoing resolution was duly adopted at a meeting of the Township Council of the Township of Monroe held on the 26<sup>th</sup> day of October 2010 at the Municipal Building, 125 Virginia Avenue, Williamstown, New Jersey 08094.

*Susan McCormick*

Twp Clerk, Susan McCormick, RMC  
or Deputy Clerk, Sharon Wright, RMC

### ROLL CALL VOTE

	Aye	Nay	Abstain	Absent
Cncl. Bryson	✓			
Cncl. Caligiuri	✓			
Cncl. Dilks				✓
Cncl. DiLucia	✓			
Cncl. Garbowski	✓			
Cncl. Teefy	✓			
Cncl. Pres. Sebastian	✓			
TALLY:	6			1



RESOLUTION OF FINDINGS AND CONCLUSIONS OF THE  
ZONING BOARD OF ADJUSTMENT OF THE TOWNSHIP OF MONROE  
FOR PRELIMINARY MAJOR SITE PLAN APPROVAL  
ROUTE 322 ASSOCIATES, LLC  
APPLICATION NO. 407-SP  
RESOLUTION NO. 07-35

WHEREAS, ROUTE 322 ASSOCIATES, LLC. has applied to the Zoning Board of Adjustment of the Township of Monroe for preliminary site plan approval for property know as Plate 150, Block 15001, Lots 5 and 5.01, said property located at Route 322 and Fries Mill Road, in the Township of Monroe, New Jersey; and

WHEREAS, Margaret Cassiday, Executrix of the estate of Frederick Hoffman, previously applied for and received a use variance under Resolution No. 04-27, to develop the property to have a commercial use with single family dwellings located behind the commercial use; and

WHEREAS, Route 322 Associates, LLC is a successor applicant for the same property; and

WHEREAS, Lot 5 is owned by Margaret and James Cassiday and Lot 5.01 is owned by the American Federation of State, County and Municipal Employees, hereinafter referred to as AFSCME; and

WHEREAS, the Board has granted submission and design waivers, and bulk variances with respect to this application; and

WHEREAS, the application was deemed complete on March 20, 2007;  
and

WHEREAS, the Board notes and incorporates by reference, all of the testimony at the public hearing for the previous Use Variance; and

WHEREAS, the Board specifically approves plans 407-ASP 5-15-07; and

WHEREAS, the Zoning Board of Adjustment, Township of Monroe, after carefully considering the evidence presented by the applicant in support of its application for development as aforesaid, and after the meeting was opened to the public and adjoining land owners, has made the following findings of fact:

1. The applicant has submitted an application for preliminary site plan approval, providing the Board with a proposed set of plans designated by the Board as 407 ASP 51507.
2. The taxes on the subject property are current.
3. The applicant has paid and/or posted all required fees.
4. Proper notice of the application for preliminary and final site plan approval has been given, as based upon the list from the Tax Assessor's Office.
5. The applicant is proposing to develop the property at Route 322 and Fries Mill Road by constructing a "super WaWa" which will dispense gasoline, office space on the adjoining lot and townhouses behind the commercial use.
6. The Zoning Board of Adjustment of the Township of Monroe granted a use variance, submission and design waivers and bulk variances to the applicant.

WHEREAS, based upon the above factual findings, the Zoning Board of

Adjustment has come to the following conclusions:

1. This application was deemed complete by the Zoning Board of Adjustment on March 20, 2007.

2. The applicant has posted and paid all fees and/or taxes for the subject property.

3. The applicant has satisfied all requirements imposed upon it by the Zoning Board of Adjustment, and/or in accordance with the ordinance, except for any conditions as herein contained.

4. It is understood and concluded that the Zoning Board of Adjustment of the Township of Monroe has specifically approved the applicant's plans designated as 407ASP – 5-15-07, except as otherwise revised in accordance with this Resolution and the Resolutions for use variance, bulk variances and submission and design waivers, or except as specifically stated herein.

5. The Zoning Board of Adjustment has considered the letter of the Board's Engineer dated January 16, 2007 and the Board's Planner dated April 17, 2007.

NOW, THEREFORE, BE IT RESOLVED, by the Zoning Board of Adjustment of the Township of Monroe that this Board hereby grants the applicant preliminary site plan approval in accordance with the plans submitted by the applicant and a set of plans being submitted to the Board's Engineer and the Board for final approval, and subject to the following specific conditions:

1. Conditioned upon the comments of the applicant, the applicant's engineer and the applicant's attorney placed on the record at the meeting of

March 20, 2007 and May 15, 2007.

2. Conditioned upon the comments of the Board's professionals placed on the record on March 20, 2007 and May 15, 2007.

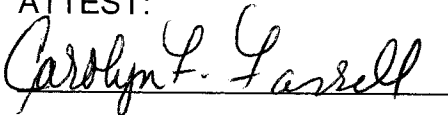
3. Conditioned upon the statements set forth in the Board's Engineer letter of January 26, 2007 and the Board's Planner's letter of April 17, 2007.

4. Conditioned upon the applicant receiving Final Subdivision approval and Final Site Plan Approval.

ADOPTED at a meeting of the Zoning Board of Adjustment of the Township of Monroe, held on May 15, 2007.

ZONING BOARD OF ADJUSTMENT

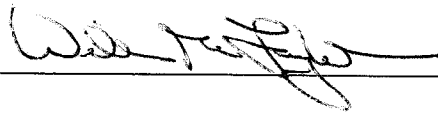
ATTEST:



CAROLYN FARRELL,

ADMINISTRATIVE ASSISTANT

BY:



WILLIAM McLAUGHLIN, CHAIRMAN

VOTE ON RESOLUTION 07-35  
PRELIMINARY SITE PLAN APPROVAL

	For	Against	Abstain
CARNEY	X		
FRITZ	X		
McLAUGHLIN	X		
PRICE			
RUTTER	X		
SALVADORI	X		
SNYDER	X		
BELTRANE (ALT 1)	X		
PANDOLA (ALT 2)			

ZONING BOARD OF ADJUSTMENT  
TOWNSHIP OF MONROE  
APPLICATION NO. 1780  
ROUTE 322 ASSOCIATES, LLC.  
PRELIMINARY MAJOR SUBDIVISION  
RESOLUTION NO. ZB-07-36

WHEREAS, ROUTE 322 ASSOCIATES, LLC. has applied to the Monroe Township, Zoning Board of Adjustment for preliminary subdivision of property known as Plate 150, Block 15001, Lots 5 and 5.01, said property also located at Route 322 and Fries Mill Road, in the Township of Monroe; and

WHEREAS, Margaret Cassiday, Executrix of the estate of Frederick Hoffman, previously applied for and received a use variance, under Resolution No. 04-27, to develop the property to have a commercial use with single family dwellings located behind the commercial use; and

WHEREAS, Route 322 LLC is a successor applicant for the same property; and

WHEREAS, Lot 5 is owned by Margaret and James Cassiday and Lot 5.01 is owned by the American Federation of State, County and Municipal Employees, hereinafter referred to as AFSCME; and

WHEREAS, the Board has granted submission, design waivers and bulk variances with respect to this application; and

WHEREAS, the application was deemed complete on March 20, 2007;  
and

WHEREAS, the Board, after carefully considering the evidence presented by the applicant in support of the application for subdivision as



aforesaid, and after the meeting was opened to the public for their comments, has made the following findings of fact:

1. The applicant has submitted an application for subdivision approval, providing the Board with a proposed set of plans.
2. The taxes on the subject property are current.
3. The applicant has paid and/or posted all required fees.
4. The applicant testified that he wishes to develop the property from Route 322 and Fries Mill Road including a "super WaWa" which will dispense gasoline, office space on the adjoining lot and townhouses behind the commercial use.

5. The applicant received a Use variance, design and submission waivers and a bulk variance.

AND, WHEREAS, based on the above factual finds, the Zoning Board of Adjustment has come to the following conclusions:

1. The application was deemed complete by the Zoning Board of Adjustment on March 20, 2007.
2. The applicant has satisfied all requirements imposed upon him by the Zoning Board of Adjustment and/or in accordance with the Ordinance, except for any conditions as may be herein contained.
3. It is understood and concluded that the Zoning Board of Adjustment has specifically approved the applicant's plans submitted as plan number 407ASP 5-15-07.

NOW, THEREFORE, BE IT RESOLVED, by the Zoning Board of Adjustment of the Township of Monroe on the 15<sup>th</sup> day of MAY, 2007, that this Board hereby grants to the applicant preliminary subdivision approval, in accordance with the plans submitted by the applicant, subject to the following conditions;

1. That the applicant comply with all conditions contained in the Resolutions of the Board granting the Use variance, submission and design waivers and bulk variances.
2. That the applicant comply with all comments of the Board's Engineer in his letter of April 17, 2007.
3. That the applicant comply with all comments of the Board's Planner in his letter of January 16, 2007.
4. That the applicant comply with all comments of the Applicant's professionals set forth on the record at the meeting of March 20, 2007 and the meeting of May 15, 2007.
5. That the proposed lot numbers must be approved by the Township Tax Assessor's Office.
6. That the applicant pay all fees and the posting of all required bonds and escrows.
7. That any plan revisions must be noted on the plan as such, and a revision date must be put on the plan each time it is revised.

ADOPTED by roll call vote at a meeting of the Zoning Board of  
Adjustment of the Township of Monroe, held on the 15<sup>th</sup> day of  
MAY, 2007.

ATTEST:

Carolyn F. Farrell  
CAROLYN FARRELL, ADMINISTRATIVE ASSISTANT

William McLaughlin  
WILLIAM McLAUGHLIN, CHAIRMAN

DATE MEMORIALIZED: 5/29/07 -

VOTE ON MOTION TO GRANT APPLICATION

RESOLUTION NO. 07-36

FOR PRELIMINARY SUB DIVISION APPROVAL

ROUTE 322 ASSOCIATES, LLC.

	FOR	AGAINST	ABSTAIN
Carney	X		
Fritz	X		
McLaughlin	X		
Price			
Rutter	X		
Salvadori	X		
Snyder	X		
Beltrante (A-1)	X		
Pandola (A-2)			

RESOLUTION OF FINDINGS AND CONCLUSIONS OF THE  
ZONING BOARD OF ADJUSTMENT OF THE TOWNSHIP OF MONROE  
FOR PRELIMINARY MAJOR SITE PLAN APPROVAL  
ROUTE 322 ASSOCIATES, LLC  
APPLICATION NO. 407-SP  
RESOLUTION NO. 07-35

WHEREAS, ROUTE 322 ASSOCIATES, LLC. has applied to the Zoning Board of Adjustment of the Township of Monroe for preliminary site plan approval for property know as Plate 150, Block 15001, Lots 5 and 5.01, said property located at Route 322 and Fries Mill Road, in the Township of Monroe, New Jersey; and

WHEREAS, Margaret Cassiday, Executrix of the estate of Frederick Hoffman, previously applied for and received a use variance under Resolution No. 04-27, to develop the property to have a commercial use with single family dwellings located behind the commercial use; and

WHEREAS, Route 322 Associates, LLC is a successor applicant for the same property; and

WHEREAS, Lot 5 is owned by Margaret and James Cassiday and Lot 5.01 is owned by the American Federation of State, County and Municipal Employees, hereinafter referred to as AFSCME; and

WHEREAS, the Board has granted submission and design waivers, and bulk variances with respect to this application; and

WHEREAS, the application was deemed complete on March 20, 2007;  
and

WHEREAS, the Board notes and incorporates by reference, all of the testimony at the public hearing for the previous Use Variance; and

WHEREAS, the Board specifically approves plans 407-ASP 5-15-07; and

WHEREAS, the Zoning Board of Adjustment, Township of Monroe, after carefully considering the evidence presented by the applicant in support of its application for development as aforesaid, and after the meeting was opened to the public and adjoining land owners, has made the following findings of fact:

1. The applicant has submitted an application for preliminary site plan approval, providing the Board with a proposed set of plans designated by the Board as 407 ASP 51507.
2. The taxes on the subject property are current.
3. The applicant has paid and/or posted all required fees.
4. Proper notice of the application for preliminary and final site plan approval has been given, as based upon the list from the Tax Assessor's Office.
5. The applicant is proposing to develop the property at Route 322 and Fries Mill Road by constructing a "super WaWa" which will dispense gasoline, office space on the adjoining lot and townhouses behind the commercial use.
6. The Zoning Board of Adjustment of the Township of Monroe granted a use variance, submission and design waivers and bulk variances to the applicant.

WHEREAS, based upon the above factual findings, the Zoning Board of

Adjustment has come to the following conclusions:

1. This application was deemed complete by the Zoning Board of Adjustment on March 20, 2007.

2. The applicant has posted and paid all fees and/or taxes for the subject property.

3. The applicant has satisfied all requirements imposed upon it by the Zoning Board of Adjustment, and/or in accordance with the ordinance, except for any conditions as herein contained.

4. It is understood and concluded that the Zoning Board of Adjustment of the Township of Monroe has specifically approved the applicant's plans designated as 407ASP – 5-15-07, except as otherwise revised in accordance with this Resolution and the Resolutions for use variance, bulk variances and submission and design waivers, or except as specifically stated herein.

5. The Zoning Board of Adjustment has considered the letter of the Board's Engineer dated January 16, 2007 and the Board's Planner dated April 17, 2007.

NOW, THEREFORE, BE IT RESOLVED, by the Zoning Board of Adjustment of the Township of Monroe that this Board hereby grants the applicant preliminary site plan approval in accordance with the plans submitted by the applicant and a set of plans being submitted to the Board's Engineer and the Board for final approval, and subject to the following specific conditions:

1. Conditioned upon the comments of the applicant, the applicant's engineer and the applicant's attorney placed on the record at the meeting of

March 20, 2007 and May 15, 2007.

2. Conditioned upon the comments of the Board's professionals placed on the record on March 20, 2007 and May 15, 2007.

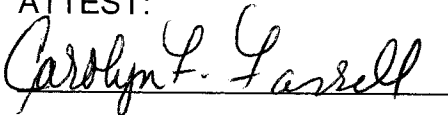
3. Conditioned upon the statements set forth in the Board's Engineer letter of January 26, 2007 and the Board's Planner's letter of April 17, 2007.

4. Conditioned upon the applicant receiving Final Subdivision approval and Final Site Plan Approval.

ADOPTED at a meeting of the Zoning Board of Adjustment of the Township of Monroe, held on May 15, 2007.

ZONING BOARD OF ADJUSTMENT

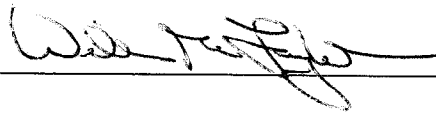
ATTEST:



CAROLYN FARRELL,

ADMINISTRATIVE ASSISTANT

BY:



WILLIAM McLAUGHLIN, CHAIRMAN

VOTE ON RESOLUTION 07-35  
PRELIMINARY SITE PLAN APPROVAL

	For	Against	Abstain
CARNEY	X		
FRITZ	X		
McLAUGHLIN	X		
PRICE			
RUTTER	X		
SALVADORI	X		
SNYDER	X		
BELTRANE (ALT 1)	X		
PANDOLA (ALT 2)			

January 16, 2007

Carolyn F. Farrell, Administrative Clerk  
TOWNSHIP OF MONROE ZONING BOARD  
125 Virginia Avenue, Suite 5A  
Williamstown, New Jersey 08094-1768

Re: *Preliminary Major Subdivision and Site Plan (1<sup>st</sup> Review)*  
*Scotland Run Center*  
*Plate 150, Block 15001, Lot(s) 5 and 5.01*  
*Route 322 & Fries Mill Road*  
*Applicant: Route 322 Associates, LLC*  
*Zone: C, Commercial & BP, Business Park*  
*Subdivision Application No. 1780*  
*Site Plan Application No. 407-SP*  
*MK File No. MZ06010 & MZ06011*

Dear Ms. Farrell:

The above referenced application is a request for Preliminary Major Subdivision and Site Plan approval. The applicant was granted a use variance by the Zoning Board on March 30, 2004 (Zoning Board Resolution No. 04-27) to allow residential and commercial development to occur subject to the standards of the R-2, Suburban Residential Option and C, Commercial zoning districts.

## 1.0 Project Description

### 1.1 Proposal

The applicant is proposing to subdivide Block 15001 Lots 5 and 5.01, which together comprise approximately 22.9 acres, such that there will be a total of 79 lots. The applicant proposes to construct the following mix of uses: a 5,773 square foot "Super Wawa" convenience store and gas station at the corner of Glassboro-Williamstown Road (Route 322) and Fries Mill Road; 14,174 square feet of strip retail together with 2,821 square feet of restaurant/retail along the frontage of Williamstown-Glassboro Road; 25,240 square feet of medical and professional office space along the frontage of Fries Mill Road; and 72 townhouse units (including 12 units deed



restricted as affordable units to be in compliance with COAH regulations) to be located behind the offices and retail. Two ingress/egress points will be on Fries Mill Road and two will be on Glassboro-Williamstown Road. The residential portion will connect with the nearby bicycle path. The applicant proposes to bring public water and sewer to the site. The development will require the demolition of five (5) existing structures, the reconstruction of the existing AFSCME building to a 3,640 square foot building on site next to the professional offices, and the creation of a pump station. The project is proposed to be constructed in 4 phases: Phase I being the open space/ stormwater basins and internal roadways along with one of the office complexes and the AFSCME building; Phase II being the Wawa/gas station and retail area; Phase III being the entire residential portion; and Phase IV being the remaining office complex.

## 1.2 Existing Conditions

Existing Lot 5.01 is approximately 0.93 acres and is at the southwest corner of the intersection of Glassboro-Williamstown Road and Fries Mill Road. Existing Lot 5 stretches around existing Lot 5.01 on both sides along both road frontages and is approximately 20.65 acres. On existing Lot 5.01 is the ASFCME Council 71 building, paved areas for parking, a garage, and a shed. Near the southeasterly corner of existing Lot 5 is a 1 ½ story single-family detached dwelling with a driveway and a shed. The remainder of the site is a vacant field.

Approximately  $\frac{3}{4}$  of the site is zoned C, Commercial from Fries Mill Road west. Beyond this point the remainder of the site is zoned BP, Business Park. It should be noted; however, that the applicant previously obtained a use variance to allow residential and commercial uses on the site.

faces of the two (2) monument signs (at the intersections of Glassboro-Williamstown Road & Road A and Fries Mill Road & Road B) are less than 50 square feet, with their frames they are close to 100 square feet. Also, several different options are presented for façade signage. The applicant should be prepared to discuss proposed signage with the Board.

The two (2) free standing gasoline service station signs have LED lights to advertise changing prices, and they have sign faces of approximately 61.6 square feet per side. As proposed, waivers are required.

#### 5.7 Lots

In accordance with Section 175-117, as a rule, any new through lot with frontage on two (2) streets is prohibited. As proposed, a waiver is required to allow all four (4) non-residential lots to front on Fries Mill Road and/or Glassboro-Williamstown Road and Proposed Road "A".

#### 5.8 Service Stations

In accordance with Section 175-131B, all gasoline pumps, air pumps and the islands upon which pumps are normally located shall be set back from the street line at least 40 feet and from any other property line at least 30 feet. A minimum space of 25 feet shall exist between any two islands and between any island and the service station building. The proposed pumps and canopy conform to this requirement, being over 60 feet from the nearest right-of-way, approximately 180 feet from the nearest other property line, and having approximately 30 feet between pumps.

### 6.0 Fees, Contributions and Obligations

#### 6.1 COAH

##### 6.1.1 **Developer's Affordable Housing Obligation**

As per agreements reached through ongoing meetings between the applicant and the Township, 20% of all residential units built must be set aside as low and moderate income housing (affordable) in accordance with the standards set by the Council on Affordable Housing (COAH).

With 72 residential units proposed, 14 affordable housing units are required. The plan does not conform to this requirement. Only twelve (12) affordable units are proposed. The plan must conform to the 20% requirement.

#### 6.1.2 COAH Exterior Requirement

In N.J.A.C. 5:94-4.4(h) COAH states "The Council encourages a design of inclusionary and mixed-use developments providing affordable housing that integrates the low and moderate income units with the market units. In order to comply with this rule, the outward appearance of the units shall be closely similar to that of the market rate units in the development project. Providing 18' x 45' affordable townhomes while providing 28' x 58' market rate townhomes will not be acceptable. All affordable townhomes should be provided with the same dimensions as the market rate townhomes.

The COAH also units have the same parking needs as other homes in the development and should accommodate the same number of parking spaces.

Additionally, COAH and the Township discourage segregation of COAH units from the rest of the development and encourage integration as much as is practical.

#### 6.1.3 Net Gain in COAH Credits

The 20% set-aside agreement should produce a net gain in project-wide COAH housing credits. With a maximum permitted net density of 5.0 units per acre and 13.823 non-commercial acres, the total permitted number of units is 69, unless a net density variance is granted. With 69 total units, at least 14 of these must be COAH units under the 20% set-aside agreement, leaving a remainder of 55 market rate units. Under the above scenario, the following estimation of the net affordable housing obligation change can be made:

### Affordable Housing Credit Estimation

Use	Affordable Housing Impact
55 Market Rate Residential units	6.11 unit obligation
22,768 square feet of retail / gas station	0.91 unit obligation
28,880 square feet of office / assembly space	3.47 unit obligation
TOTAL OBLIGATION	10.49 units obligation
AFFORDABLE HOMES PROVIDED	14 affordable units constructed
NET CREDIT	3.51 Affordable Housing Units Credited toward Monroe Township affordable housing obligation

The 55 market rate units would create an affordable housing obligation for the township of 6.11 affordable housing units (11.11% of 55). The 22,768 square feet of retail/gas station space will generate an affordable housing obligation of 0.91 affordable housing units (22,768/25,000 sq ft per affordable unit). The two (2) office buildings and the AFSCME building, having a total of 28,880 square feet will generate an affordable housing obligation of 3.47 affordable housing units (28,880/8,333 square feet per affordable unit). With a total obligation generated of approximately 10.49 affordable housing units, and 14 affordable townhomes provided, the project would provide a net credit of 3.51 affordable housing units.

#### 6.1.4 COAH Construction Schedule Requirement

The standards in N.J.A.C. 5:94-4.4(f), establish the following schedule for the construction of affordable units in relation to market rate units:

Percentage of Market Rate Units Completed	Minimum Percentage of Low and Moderate Income Units Completed
25	0
25 + 1unit	10
50	50
75	75
90	100

The plan indicates all residential units are to be built in "Phase III". The applicant should provide testimony that the affordable units will be constructed in accordance with the above table in relation to the market rate units.

#### 6.1.5 Bedroom Distribution

The standards in N.J.A.C. 5:80-26.3 provide the following schedule with regard to the construction of affordable units:

1. The combined number of efficiency and one-bedroom units is no greater than 20 percent of the total low- and moderate-income units;
2. At least 30 percent of all low- and moderate-income units are two bedroom units;
3. At least 20 percent of all low- and moderate-income units are three bedroom units; and
4. The remainder, if any, may be allocated at the discretion of the developer.

The applicant should indicate the number of bedrooms in each affordable unit proposed.

#### 6.3 Recreation

In accordance with Section 175-125L, the amount of the contribution required in lieu of construction of active and passive recreation facilities shall be not less than \$2,000 per dwelling unit. Should the Board agree to waive the recreation requirement, with 72 dwelling units proposed, the amount of the contribution shall be not lesser than \$144,000.

#### 6.4 **Developer's Agreement**

The applicant must enter into a developer's agreement relating to such items as improvements to be installed by the developer, conditions of approval, types of guaranties required from the developer, and phasing of the development.



**ZONING BOARD OF ADJUSTMENT  
TOWNSHIP OF MONROE  
RESOLUTION # 16-40  
APPLICATION #465-SP – REDGIL, LLC**

**A RESOLUTION TO MEMORIALIZE THE BOARD'S GRANTING OF FINAL SITE  
PLAN APPROVAL FOR APPLICANT REDGIL, LLC FOR AT PROPERTY KNOWN  
AS BLOCK 101, LOTS 2 AND 53**

**WHEREAS**, Applicant Redgil, LLC, (the "Applicant") came before this Board at this time; and

**WHEREAS**, Redgil, LLC and Fraternal Properties, LLC are the owners (the "Owner") of the subject property which is known as Block 101, Lots 2 and 53 on the Monroe Township Tax Map (the "Property"), and as Owner has submitted all proper authorizations to allow this application to come before this Board; and

**WHEREAS**, the Property is located in the Business Park (BP), Residential-2 (R-2) and Commercial (C) Zoning Districts; and

**WHEREAS**, the Applicant previously appeared before this Board on October 14, 2014, at which time testimony was heard and this matter was adjourned until December 2, 2014, at which time the Applicant was granted Use Variance approval, through Zoning Board resolution #14-33, to permit the construction of 336 apartment units at the Property with a capped density of 12.81 units per acre; and

**WHEREAS**, the Applicant then later appeared before the Board on April 19, 2016 for Use Variance, Site Plan and Subdivision approval for the construction of 326 apartment units, as memorialized in Zoning Board resolutions #16-23, #16-24, and #16-25; and

**WHEREAS**, all prior testimony from these prior appearances remain in effect unless modified by the Applicant and Resolutions #14-32, #14-33, #16-23, #16-24 and #16-25 are incorporated herein by reference and remain in effect unless modified by this resolution; and

**WHEREAS**, as a condition of Resolution #16-23, which granted Preliminary Site Plan approval the Applicant was required to return to this Board for Final Site Plan approval; and

**WHEREAS**, the Applicant is now seeking Final Site Plan approval from the Board; and

**WHEREAS**, a public hearing was held on August 2, 2016, at which time this Board heard testimony from the Applicant, and considered the evidence presented by the Applicant; and

**WHEREAS**, pursuant to a proper motion, the Board deemed this application complete; and

**WHEREAS**, the Municipal Land Use Law requires no public notice for an application for Final Subdivision approval; and

**WHEREAS**, the Applicant was present and provided testimony at the public hearing; and

**WHEREAS**, the Applicant was represented by Robert Mintz, Esq., and testimony was provided by Paul Whittholn, PE and William Ralston, PE, who were both recognized as expert witnesses as Professional Engineers, and Mr. John Petrongolo as a representative of the Applicant; and

**WHEREAS**, the Applicant entered the following exhibit into the record:

- A1 – Site Plan

**WHEREAS**, the Applicant provided testimony primarily regarding revisions made to the plans since this project was granted Preliminary Site Plan approval.; and

**WHEREAS**, the Applicant showed where the lot lines had been adjusted to accommodate emergency access; and

**WHEREAS**, the Applicant discussed the changed composition of the emergency access roadway and explained this change was made to meet the Board's requirements; and

**WHEREAS**, the Applicant reiterated that their contribution to the Township's sidewalk fund, as described in prior resolutions, is purely a voluntary contribution; and

**WHEREAS**, the Applicant stated they had received all reports issued by the Board's professionals and were in agreement with all terms and conditions contained in said reports, except as explained during testimony; and

**WHEREAS**, the Board reviewed and discussed the Board Engineer's report dated July 11, 2016, which is incorporated herein by reference; and

**WHEREAS**, the Board reviewed and discussed the Board Planner's report dated July 22, 2016 which is incorporated herein by reference; and

**WHEREAS**, based on the evidence presented, the Board renders the following findings of fact and conclusions of law:

1. The Applicant has previously received a Use Variance and Preliminary Site Plan approval which permitted the construction of 326 apartment units at the Property, conditioned upon the Applicant returning to the Board for Final Site Plan approval.
2. The Applicant now comes before the Board seeking Final Site Plan approval.



3. The Board and the Applicant are in receipt of the Board Planner's July 22, 2016 report, which is incorporated herein by reference, and the Applicant has agreed to all terms and conditions of this report except as modified by the Applicant's testimony and this resolution.

4. The Board and the Applicant are in receipt of the Board Engineer's report dated July 11, 2016, which is incorporated herein by reference, and the Applicant has agreed to all terms and conditions of this report except as modified by the Applicant's testimony and this resolution; and

**WHEREAS**, in consideration of all of the evidence submitted and the applicable law;

**NOW THEREFORE BE IT RESOLVED**, that the Board **GRANTS** the Applicant Final Site Plan approval subject to the following **CONDITIONS**:

1. The Applicant shall maintain their escrow account and satisfy any and all outstanding escrow, if any.
2. The Applicant must receive any necessary outside agency approvals, if necessary, as a condition of this approval.
3. The Applicant must secure all necessary Township Permits including Construction Permits and Certificates of Occupancy for all structures at the Property.
4. All prior testimony from the Applicant's prior Board appearances remain in effect unless modified by later approvals and Resolutions #14-32, #14-33, #16-23, #16-24 and #16-25 are incorporated herein by reference and remain in effect unless modified by this resolution
5. The Applicant must continue to work with the Board's Planner on an acceptable plan to add 10' x 20' parking stalls to accommodate larger vehicles.
6. The Applicant must continue to work with the Board's Planner on an acceptable buffer enhancement plan.
7. The Applicant must provide proof to the Board that NJDOT will accept the proposed overflow stormwater runoff from the Property.
8. The Applicant understands and agrees that there can be no construction access to the Property from Prosser Avenue.
9. The Applicant has agreed to provide an affordable housing set-aside of 11.11%, or 37 units, of which a maximum of 12 units may be placed in the Barclay Glen Apartment complex, with the remainder being placed at the Property.
10. The Applicant has agreed to make a voluntary recreation contribution of \$500.00 per market rate unit with half of this contribution payable upon issuance of a construction permit and the remainder payable upon issuance of a Certificate of Occupancy.

11. The Applicant has agreed to all terms and conditions of the reports of the Board's Planner and Engineer, referenced above and incorporated herein by reference, except where modified by testimony and/or this resolution.

12. The Applicant will provide copies of the required drainage easement and required cross access easements for approval by the Board's Attorney.

13. The Applicant will enter into a Developer's Agreement with the Township with regard to recreation and affordable housing obligations.

14. In lieu of providing sidewalk along Prosser Avenue, the Applicant will make a voluntary contribution to the Township's sidewalk trust fund in accordance with the Township Code.

ROLL CALL VOTE

	Ayes	Nays	Abstentions
CARNEY			
FRITZ	X		
HUI	X		
KOZAK	X		
MANFREDI	X		
SALVADORI	X		
MCLAUGHLIN	X		
MERCADO (ALT I)	X		
CAPATE (ALT II)			

ZONING BOARD OF ADJUSTMENT  
TOWNSHIP OF MONROE

BY: William McLaughlin  
WILLIAM MCLAUGHLIN, CHAIRMAN

ATTEST: Dawn M. Farrell, SECRETARY  
DATE MEMORIALIZED: 9/6/16

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BLAZE MILL (MARKET TO AFFORDABLE)

**BISGAIER HOFF, LLC**

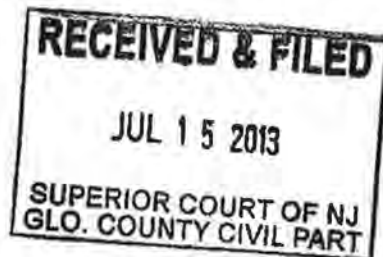
21 Tanner Street

Haddonfield, NJ 08033

Phone: (856) 375-2803

Richard J. Hoff, Jr., Esq.

Attorneys for Blaze Mill Development Group, LLC



BLAZE MILL DEVELOPMENT GROUP,  
LLC,

Plaintiff,

vs.

TOWNSHIP OF MONROE and  
PLANNING BOARD OF THE  
TOWNSHIP OF MONROE,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
GLOUCESTER COUNTY

DOCKET NO.: GLO-L-000675-09 P.W.

CIVIL ACTION - MOUNT LAUREL

**FINAL JUDGMENT OF COMPLIANCE AND  
REPOSE AND ORDER APPROVING  
SETTLEMENT AGREEMENT**

THIS MATTER having come before the Court on June 13, 2013 for a fairness and compliance hearing (the "Hearing") on the request of the law offices of Charles Fiore, Esquire (Charles Fiore, Esquire, appearing) attorney for Defendant the Township of Monroe (the "Township"), Leonard Schwartz, Esquire, attorney for Defendant, the Planning Board of the Township of Monroe (the "Planning Board") and Bisgaier Hoff, LLC (Richard J. Hoff, Esq., appearing), attorneys for Plaintiff, Blaze Mill Development Group, LLC ("Blaze Mill"), and in the presence of Richard P. Coe, Jr., Esquire, Board Member of the Fries Mill Civic Association; and notice of the Hearing having been published and served as set forth in the Affidavit of Service and Publication of Richard J. Hoff, Jr., which was submitted to the Court and marked into evidence; and the Court having reviewing the

executed Settlement Agreement between the Parties (the "Settlement Agreement"), which was marked into evidence; and the Court having considered recommendations by special master Mary Beth Lonergan, P.P., A.I.C.P. (the "Special Master"), as set forth in the Special Master's Report dated December 14, 2012 filed previously with the Court and marked into evidence at the Hearing and in oral testimony; and the Court having considered written comments and/or objections submitted by third parties and/or objectors, which written comments were marked into evidence at the Hearing and including comments by: Fair Share Housing Center (comments dated September 5, 2012); Richard P. Coe, Jr., Esquire (comments dated September 5, 2012); Robert E. Stapleton (comments dated September 3, 2012); Green Action Alliance, Inc. (comments authored by Edward J. Knorr, IH, CES, CME dated August 27, 2012); Fries Mill Civic Association (comments authored by Mary Cote, Robert Mele, Lee Beam and Chris Cugini dated September 3, 2012); and the Court having acknowledged the following factual and procedural background:

**WHEREAS** (1<sup>st</sup>), Blaze Mill is the owner and developer of approximately sixty one (61) acres in the Township, which property is identified on the tax maps of the Township as Block 14101, Lot 1 and Block 141.0602, Lot 1.01 and is located at the intersection of State Route 322 and Fries Mill Road (the "Property");

**WHEREAS (2<sup>nd</sup>)**, in 2009, Blaze Mill initiated the present lawsuit seeking to construct an inclusionary development on the Property (the "Lawsuit");

**WHEREAS (3<sup>rd</sup>)**, after the filing of the Lawsuit, the Parties worked toward an amicable resolution of the Lawsuit;

**WHEREAS (4<sup>th</sup>)**, as a result of those settlement discussions, it was agreed to by the Parties that the scope of development originally proposed by Blaze Mill for the Property as part of the Lawsuit should be reduced in favor of a mixed use project with a less dense residential component;

**WHEREAS (5<sup>th</sup>)**, the Parties further agreed that the affordable housing that should result from the settlement of the Lawsuit should be achieved through Blaze Mill's contribution to the Township's affordable housing trust fund, with such contributions being utilized by the Township for the creation of a market-to-affordable program;

**WHEREAS (6<sup>th</sup>)**, the Parties entered into the Settlement Agreement which, among other terms, anticipates Blaze Mill's construction of a mixed use project on the Property, which project will include both a commercial component and two hundred fifty (250) market rate, townhouse units (the "Project");

**WHEREAS (7<sup>th</sup>)**, the residential, market rate units within the Project shall, upon construction, provide substantial payments toward the Township's affordable housing trust fund;

**WHEREAS (8<sup>th</sup>)**, following the execution of the Settlement Agreement, but prior to the June 13, 2013 hearing, a number of objectors raised, in part, concerns relative to the traffic impacts to be posed by the development of the Project;

**WHEREAS (9<sup>th</sup>)**, both in the November 9, 2012 letter report from the Township Engineer, Chris R. Rehmann, PE and at the June 13, 2013 hearing through an update by the Township Solicitor, the Township explained that significant roadway improvements in and around the intersection of Route 322 and Fries Mill Road have been designed and submitted to the New Jersey Department of Transportation ("NJDOT") for approval;

**WHEREAS (10<sup>th</sup>)**, the Township further explained at the June 13, 2013 hearing that NJDOT approval of those design plans is anticipated, as is receipt of both public and private funding to allow for the construction of substantial roadway improvements in and around the area of the Property;

**WHEREAS (11<sup>th</sup>)**, according to the Township Engineer's November 9, 2012 letter report, the anticipated roadway improvements will address and ameliorate existing traffic congestion in the area and allow for the Route 322 and Fries Mill intersection to conform to NJDOT standards (*N.J.A.C. 16:47-4.26*); and the Court having considered the foregoing and good cause having been shown;



IT IS THIS 15 day of July 2013 ORDERED

THAT:

1. The Settlement Agreement executed between Blaze Mill and the Township and the Planning Board, is hereby determined to be fair to the interests of lower income persons who are the beneficiaries of *Mount Laurel* litigation consistent with standards articulated by the Appellate Division in *East/West Venture v. Borough of Fort Lee*, 286 N.J. Super. 311 (App. Div. 1996), and in other decisions. This finding of fairness is subject to the following clarifications and conditions:

a. At the time of application for development of Blaze Mill's property that is the subject of the Settlement Agreement (the "Property"), Blaze Mill shall submit a Phase 1 environmental report (addressing a least potentially hazardous material that may be located onsite) to the Planning Board and secure all necessary outside, environmental approvals from the New Jersey Department of Environmental Protection ("DEP") or any other agency with appropriate jurisdiction over the Property, including but not limited to, approvals for public water and sewer service to the Property;

b. As a result of the Settlement Agreement, the Township shall finalize and propose a form of ordinance to be applicable to the Property (the "Ordinance"), which Ordinance is intended to carry out the terms of the Settlement Agreement and



this Order. The Ordinance shall provide that the funds to be paid by Blaze Mill as a result of the Settlement Agreement shall be utilized for the funding, in whole or in substantial part, of a market-to-affordable program, to be administered by the Township (through a qualified administrative agent of the Township's choosing), which market to affordable program shall yield the production of fifty six (56) affordable units. The production of fifty six (56) affordable units shall result in an off-site affordable housing set-aside of 22.4% of the total, market rate units anticipated for development by Blaze Mill on the Property. The language of the Ordinance addressing this

requirement shall be reviewed and approved by the Special Master prior to introduction of the Ordinance by the Township. In the

event that future circumstances dictate that low income units are not able to be produced through the market-to-affordable program, the Township is permitted to produce low income supportive and special needs affordable housing units. Should

the Township seek to utilize the affordable housing funds received from Blaze Mill pursuant to the terms of the Settlement Agreement for any affordable housing compliance mechanism other than the currently anticipated market to affordable program and, possibly, supportive and special needs housing, the Township may request such an amendment from the Court.

c. The market-to-affordable program to be instituted by the Township shall be in accordance with applicable regulations of the New Jersey Council on Affordable Housing ("COAH") or such other State agency that may have jurisdiction over such programs as of the date of its implementation. Prior to the time that the market-to-affordable program is implemented by the Township, the program's administrative entity must provide an operating manual, an affirmative marketing plan and designate an experienced administrative agent to the office of the Special Master for review and approval. Further, during the course of that program, the Township's administrative agent shall complete annual affordable housing unit monitoring forms. Any monitoring forms completed shall be provided to the office of the Special Master.

d. The Ordinance shall provide a proposed affordable housing production schedule relative to Blaze Mill's affordable housing payments and the Township's implementation of the market-to-affordable program. Given the unique timing considerations associated with the proposed market-to-affordable housing program to be funded by the construction Blaze Mill's market rate housing, the Court grants a waiver from COAH's otherwise applicable phasing requirement for inclusionary projects as set forth at N.J.A.C. 5:97-6.4(d). The language of the Ordinance addressing the affordable housing production

schedule shall be reviewed and approved by the Special Master prior to introduction of the Ordinance by the Township.

e. The Ordinance shall provide that in the event that the Township elects to include supportive and/or special needs housing units in conjunction with the market-to-affordable program, a contract must be entered into with an experienced group home provider and that such group homes to be created comply with COAH regulations, currently codified at N.J.A.C. 5:97-6.10.

f. The Ordinance shall clarify that the affordable housing to be developed through the market-to-affordable program is a component of an inclusionary development that includes the residential development anticipated on the Property.

Accordingly, the Ordinance shall address applicable COAH regulations, as well as the requirements of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC").

The COAH and UHAC requirements to be addressed in the Ordinance shall be reviewed and approved by the Special Master prior to introduction of the Ordinance by the Township.

2. This Court's determination of fairness of the Settlement Agreement consistent with standards articulated by the Appellate Division in *East/West Venture v. Borough of Fort Lee*, 286 N.J. Super. 311 (App. Div. 1996), and in other decisions, is specifically limited to a determination of

fairness of the Settlement Agreement to the interests of lower income households, and it does not address or adjudicate any other issue relative to the ultimate development of the Property.

3. Pursuant to Rule 4:42-2 of the New Jersey Rules of Court, this Order approving the Settlement Agreement is a Final Judgment dismissing with prejudice all of Blaze Mills' claims that were brought or could have been raised against the Defendants and is a complete adjudication of all the rights and liabilities asserted in the litigation between the Parties.

4. In addition to the Court having addressed the fairness of the Settlement Agreement, the Court further addressed the Township's request for a third round stay and continued immunity and the validity of the Township's Housing Element of the Master Plan and Fair Share Plan ("Township Compliance Plan"), as adopted on December 4, 2008, revised on February 3, 2009 and as proposed to be amended and/or supplemented as explained herein. While the law relative to affordable housing in New Jersey remains unclear pending the Supreme Court's review in the matter of *In re Adoption of N.J.A.C. 5:96 and 5:97*, 416 N.J. Super. 462 (App. Div. 2010), the Appellate Division decision of *In re Adoption N.J.A.C. 5:96 and 5:97*, did provide certain parameters for review and approval of third round stay requests and of municipal compliance plans, including the Township Compliance

Plan. Specifically, *In re Adoption N.J.A.C. 5:96 and 5:97*, the Appellate Division concluded that COAH's present calculation of prior round obligation and present need, i.e., third round rehabilitation share, was valid. The Appellate Division further refused to issue a blanket stay of affordable housing lawsuits, such as the present Lawsuit. In light of the foregoing, the Parties and the Court believe it appropriate for the Court to review and approve the Township Compliance Plan. Accordingly, the Court hereby further finds and declares that there are land use regulations and affirmative devices in place in the Township, or proposed to be enacted, which comply with the Township's constitutional obligations pursuant to *Southern Burlington Cty. N.A.A.C.P. v. Township of Mount Laurel*, 92 N.J. 158 (1983) ("*Mount Laurel II*") and its judicial, statutory and regulatory progeny. A Judgment of Compliance and Repose is hereby entered in favor of the Township as to the entirety of the Township prior round (1987-1999) affordable housing obligations, provided that the Township complies with the following submission requirements within ninety (90) days of the date of this Order:

a. The Township shall provide the Special Master with complete crediting documentation for the four (4) Oak Street affordable family sale units, which units are administered by Kernan Consulting Engineers; and



b. The Township shall provide the Special Master with complete crediting documentation for the seventeen (17) affordable family sale units at Arbors at Amberleigh, which units are administered by Kernan Consulting Engineers.

5. The Township and its Planning Board are hereby granted continued immunity from exclusionary zoning lawsuits including, but not limited to exclusionary zoning lawsuits based upon the Township's third round affordable housing obligation. The Township and its Planning Board are further entitled, subject to the provisions of this Order, to a stay of implementation of an affordable housing compliance plan intending to address the Township's third round affordable housing obligation until such time as the date required for submission of such a third round compliance plan, if any, is established by regulation, statute or decision of a Court with appropriate jurisdiction.

6. The Court further determines that, subject to the satisfaction of the conditions outlined below, the Township shall be deemed to have addressed a third round rehabilitation share of forty nine (49) credits and shall be entitled to at least one hundred twenty nine (129) units of affordable housing credit that may be applied against any future, third round obligation that may be imposed upon the Township. Such third round affordable housing credits shall be conditioned upon the following:

a. The Township shall provide to the Special Master additional documentation establishing that a major system was repaired or replaced within each of the forty nine (49) units rehabilitated in satisfaction of the Township's third round rehabilitation share of forty nine (49) units;

b. The Township shall provide to the Special Master a rehabilitation manual at the time of the Township's institution of a renter-occupied rehabilitation program, which program shall not be required until lawful third round regulations are implemented by statute or decision of a Court with appropriate jurisdiction.

c. The Township shall provide the Special Master with complete crediting documentation for the seventeen (17) affordable senior units approved within the Summerfield West Tract (Block 3901/Lots 31 and 32);

d. The Township shall provide the Special Master with complete crediting documentation for the seventeen (17) affordable units approved within the Cassidy Tract (also known as Scotland Run Center);

e. The Township shall provide to the Special Master a draft fair share ordinance and affirmative marketing plan based upon COAH's model documents. Upon approval by the Special Master, the Township shall adopt such an ordinance.

7. The Township's 2009 development fee ordinance is approved retroactive to the Township's 2009 adoption of said ordinance. With respect to said development fee ordinance, the Township, within ninety (90) days, shall:

a. Submit this Order with the Township's 2009 development fee ordinance for COAH's review and approval.


b. Provide a draft spending plan to the Special Master and COAH;

c. Provide confirmation to the Special Master that the Township has established and submitted to COAH an executed tri-party escrow agreement between the Township, the current bank housing the Township's development fee account and COAH; and

d. Provide the Special Master and COAH with past bank statements and confirmation that the Township's trust fund monitoring is complete through December 31, 2012. The Township shall also provide COAH with necessary authorization to allow the Special Master to review the Township's monitoring reports electronically.

8. Counsel for Plaintiff shall serve a copy of this Order on the Special Master, counsel for all Parties and Richard P. Coe, Jr., Esquire, within 5 days of receipt.

*✓ consent as to form.*

  
HONORABLE ANNE MCDONNELL, P.J.G.E



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607 MAIN MORGAN, LLC.

ZONING BOARD OF ADJUSTMENT  
TOWNSHIP OF MONROE  
APPLICATION NO. 06-26  
RESOLUTION NO. 06-61

WHEREAS, 607 MAIN MORGAN, LLC, has submitted an application for an Use variance to allow to build multi family attached residences (townhouses) on property known as Plate 116, Block number 11604, Lot 4, said property located 607 Main Street, Williamstown, New Jersey; and

WHEREAS, the subject property is located in an RG-PR zone; and

WHEREAS, the application was deemed complete on November 14, 2006;  
and

WHEREAS, a public hearings were held concerning said application on November 14, 2006; and

WHEREAS, the matter was opened to the public for comment; and

WHEREAS, the Board, having heard all the evidence presented, has made the following findings of fact, statements of information and conclusions:

1. The Board finds that the Notices were properly served in compliance with the New Jersey Statutes and the Zoning Ordinances of the Township of Monroe.
2. The Board finds that the subject property is zoned RGPR.
3. The Board finds that the subject property is located in the Pinelands Area and a certificate of filing has been filed.

4. The Board finds that the present use of the subject property is as an abandoned apartment building that was used for residential.

5. The Board finds that the property is 131 by 112 feet and contains approximately .33± contains approximately four (4) ±acres.

6. The Board finds and the applicant testified that the subject property has public sewer.

7. Larry Ragone, owner of the property testified as follows:

A. The present building is vacant and had five apartments .

B. He proposes to tear down the building which is need of repair and unsightly.

C. The applicant testified that he wishes to construct five townhouses on the subject property.

D. He testified that for another project is being built, the Planning Board is requiring the applicant to build COAH units in the township and not make a donation in lieu of building the units.

E. That the units being built are going to be COAH compliant and are being used to meet the applicant's requirements for the other development.

F. He presented architectural renderings of the site.

G. He testified that the building will be 30 feet high.

H. That for the proposed parking there will be cross easements.

I. That the trash will be in individual trash receptacles. The applicant agreed to build some sort of fence (approximately four feet high) to

shield where the trash receptacles will be stored.

*not shown*

J. There will be laundry facilities and storage inside each unit.

K. One of the units will be totally handicap accessible.

L. The applicant agreed that the building would be moved forward towards Main Street approximately five feet in order to provide more room at the back of the building.

M. That the applicant will build a fence at rear of the property line so as to shield the parking area from the adjacent neighbor.

*Le Bd or Bd.*

N. That there will be a homeowners association who will be maintaining the sidewalks, parking areas and be responsible for cutting the grass.

8. David Miller, Professional Planner, testified as follows:

A. The existing building is very out moded.

B. Across Virginia Avenue is the firehouse and behind the property along Virginia Avenue is the municipal complex .

C. The property across the street and next to the subject are single family dwellings .

D. He testified that the proposal meets the purposes of the Land Use Law including (1) appropriate use of the land and promoting health, safety and general welfare; (2) allowing appropriate population density (3) a variance of uses; and (4) encouraging a desirable visual environment.

E. He further testified that affordable housing would be an inherently Beneficial use of the property.

F. He testified that he believes that there would be no adverse impact.

G. He testified that the proposed use will blend well in with out uses in the area.

H. That it is a good transition between the single family residences and the firehouse and municipal complex.

I. He testified that an additional benefit to the township is that it helps satisfy the Township's COAH requirements.

9. The Board finds that the proposal meets the purpose of the land use law.

10. The Board finds that the proposed use is an appropriate use of the land, promoting health, safety and the general welfare.

11. The Board finds that the proposed use would promote the appropriate population density and encourage a desirable visual environment.

12. The Board finds that the proposed use is appropriate and is similar to other uses in the area.

13. The Board finds that the relief requested would not be a substantial detriment to the public good and will not substantially impair the intent and purpose of the Master Plan and Zoning Ordinances of the Township of Monroe.

NOW, THEREFORE, be it resolved by the Zoning board of Adjustment of the Township of Monroe that the applicant's request for a Use variance on the subject property be granted, subject to the following conditions:

A. The applicant apply for and receive Subdivision Approval

B. The applicant apply for and receive Site Plan Approval.

ADOPTED at a meeting of the Zoning Board of Adjustment, Township of Monroe



held on November 14, 2006.

ATTEST:

Carolyn F. Farrell  
CAROLYN FARRELL,  
ADMINISTRATIVE CLERK

ZONING BOARD OF ADJUSTMENT  
TOWNSHIP OF MONROE

BY: William Sebastian  
WILLIAM SEBASTIAN, CHAIRMAN

DATE MEMORIALIZED: 12/5/06

VOTE ON MOTION TO GRANT APPLICATION  
FOR USE VARIANCE - 607 MAIN MORGAN LLC

	For	Against	Abstain
CARNEY	X		
GARBOWSKI	X		
McLAUGHLIN	X		
RUTTER	X		
SALVADORI	X		
SEBASTIAN	X		
SNYDER	X		
BELTRANTE (A-1)			
PANDOLA (A-2)			

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MINK LANE/ LANDFILL REDEVELOPMENT PLAN  
Document on file with Township Clerk.

monroe township  
gloucester county, new jersey

monroe township  
planning board  
march 23, 2006  
recommended to council pursuant to  
resolution no. PB-23-06

acme shopping center  
redevelopment plan

adopted by township council on  
may 9, 2006 pursuant to  
ordinance no. O:15-2006

1st amendment  
monroe township planning board  
recommended to council  
october 26, 2006

adopted by township council on  
February 13, 2007 pursuant to  
ordinance no. O:02-2007

2nd amendment  
monroe township  
planning board  
march 27, 2008

recommended to council pursuant to  
resolution no. PB-51-08

adopted by township council on  
June 10, 2008 pursuant to  
ordinance no. O:17-2008

prepared by:

**melvin | kernan**  
development strategies

935 kings highway  
suite 100

thorofare, nj 08086

p.856.251.9500 f.856.853.1310

j. timothy kernan, pe, pp, cme  
n.j. planner license no. 05400

original mk file no. GCIA05002-MK



## **acknowledgements**

### **mayor**

Michael F. Gabbianelli, Mayor

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Dan Teefy, President

Ron Garbowski, Vice President

Marvin Dilks

Bill A. Julio

Walter Bryson

Frank Caligiuri

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Leonard T. Schwartz, Esquire

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J. Timothy Kernan, P.E., P.P., C.M.E.

### **planning board engineer**

Raymond Jordan, P.E., P.P., C.M.E.

### **business administrator**

Kevin Heydel

### **township engineer**

Chris R. Rehmann, P.E., P.L.S., P.P.

### **township solicitor**

Charles A. Fiore, Esquire

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## infrastructure & public improvements

Infrastructure connections are available and can be extended to cover the needs of the intended development. Sanitary sewer and water exist on along Mink Lane and may be extended as necessary. The plan may require the addition of a pump station. The pump station should be placed in a location where it can serve all development contemplated for the redevelopment site. Gas lines already exist in the Redevelopment Area and also can be extended to as needed. Electric lines run down Williamstown - Sicklerville Road and can be extended to serve any proposed development.

It is expected that a portion of Mink Lane will be vacated, from Williamstown - Sicklerville Road to the bend in Mink Lane, rerouted northward to exit onto Williamstown - Sicklerville Road at or around Block 2201 Lot 5.

It is also recommended that a NJ transit bus stop be located within the Redevelopment area.

## affordable housing

As this Redevelopment will be a comprehensively planned development with on site employment opportunities and accessible public transportation, the Township recognizes that it is a prime location for affordable housing units consistent with the Fair Housing Act, (N.J.S.A. 52:27D-301.)

It is estimated that 400 residential units will be allocated to the site with 100 of those units being affordable senior units in accordance with the Fair Housing Act (see Vision section for details). Any developer's agreement made with the Township will stipulate a provision for on site affordable housing. The Township Redevelopment Plan increases the site's maximum permitted residential density as an incentive to ensure the project remains attractive to potential redevelopers.

Three hundred market rate units would generate an additional affordable housing obligation of 37.5 units. New commercial retail development generates an additional obligation of 1 unit per 25,000 square feet new commercial construction. With 50,000 square feet of commercial retail space projected for the Mink Lane Site, the project would generate an additional non-residential obligation of  $(50,000 / 25,000 =) 2$  affordable housing units. The projected net gain in affordable housing units for Council on Affordable Housing (COAH) Round 3 would therefore be approximately  $(100 - 37.5 - 2 =) 60.5$  units. Development on the landfill side of Sicklerville Road is not expected to be started within the timeframe for COAH Round 3. The Redevelopment Entity and the Redeveloper(s) for the landfill side of Sickerville Road will be required to negotiate a payment in lieu for the affordable housing obligation generated from all of the non-residential construction.

## implementation

Any subdivision and site plan applications of lots and parcels of land within the Redevelopment Area Shall be in accordance with the requirements of this Redevelopment Plan and all applicable ordinances and regulations of Monroe Township. Approvals, waivers and variances will be governed by the requirements of the Municipal Land Use Law and the Township's usual procedure. Prior to commencement of construction, site plans for the construction, and/or rehabilitation of improvemetn to the Redevelopment Area, prepared in accordance with the Township's Land Management code, shall be submitted by the developer(s) to the Planning Board so that compliance with the Redevelopment Plan can be determined. Review by the Planning Board, including submission of waivers, exceptions, and variances, shall be carried out in accordance with Township ordinances.

## relationship to local objectives

Through this process the Township hopes not only to mitigate environmental hazards that may be impeding development but to ensure that the development that takes place here is comprehensively planned and coordinated. A mixed use, residential/commercial development is envisioned. This development could potentially cultivate significant commercial ratables, and would incorporate a range of housing types, including affordable housing. It would also be conducive to multimodal transportation alternatives. Two NJ transit bus stops are located in the study area, with an additional stop proposed. Additionally, the right-of-way could be reserved for the bicycle path down Williamstown-Sicklerville Road that was envisioned in the Pedestrian Circulation Element of the Master Plan. A large amount of open and recreational space is also envisioned.

The goals and objectives of any redevelopment action taken at this site come directly from the Township Master Plan:

### Goals:

- Encourage a pattern of compact and contiguous growth within appropriate areas of the Township.
- Direct growth to areas where infrastructure capacity is currently available or committed to be available in the future.
- Provide for a balanced economic base and a source of employment through utilization of non-residential lands.

### Objectives:

- To ensure decent and affordable housing for all present and future residents of the Township, without regard of their economic status by providing for a full range of housing choices that are affordable to low, moderate, middle and upper income households.
- To coordinate future residential and commercial development throughout the Township to form well designed neighborhoods.

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## ACME SHOPPING CENTER REDEVELOPMENT PLAN

Document on file with Township Clerk.

monroe township  
gloucester county, new jersey

monroe township  
planning board  
march 23, 2006  
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acme shopping center  
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## affordable housing

As this Redevelopment will be a comprehensively planned development with on-site employment opportunities along an arterial highway, the Township recognizes that it is a prime location for the construction of affordable housing units consistent with the Fair Housing Act, (N.J.S.A. 52:27D-301.) The Township will require developers to provide affordable housing units as market rate units are introduced within the Redevelopment Area.

The Redeveloper(s) will be required to satisfy the affordable housing production obligation generated by their proposed development, which may require providing 20% of the total residential units as deed-restricted, affordable housing on-site, providing affordable housing at another location within the Township, or payment of an in lieu fee as calculated under Round 3 COAH regulations.

For all non-residential construction, the Redeveloper(s) will be required to make payment of an in lieu fee as calculated under Round 3 COAH regulations. As the currently proposed Round 3 COAH rules are in question, the Redeveloper's COAH obligation will be calculated in accordance with the prevailing COAH regulations at the time the Redevelopment Agreement is negotiated.

## pinelands development credits

Pinelands Development Credits shall be purchased and redeemed for 25% of all residential units constructed, excluding affordable housing units. One-quarter of a Pinelands Development Credit (i.e., one right) must be used for every four non-income restricted residential units constructed in the Redevelopment Area.

## implementation

Any subdivision and site plan application of lots and parcels of land within the Redevelopment Area Shall be in accordance with the requirements of this Redevelopment Plan and all applicable ordinances and regulations of Monroe Township. Approvals, waivers and variances will be governed by the requirements of the Municipal Land Use Law and the Township's usual procedure. Prior to commencement of construction, site plans for the construction, and/or rehabilitation of improvement to the Redevelopment Area, prepared in accordance with the Township's Land Management Code, shall be submitted by the developer(s) to the Planning Board so that compliance with the Redevelopment Plan can be determined. Review by the Planning Board, including submission of waivers, exceptions, and variances, shall be carried out in accordance with Township ordinances.



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**2004 TOWNSHIP OF MONROE MASTER PLAN**

Document on file with Township Clerk

.See Township of Monroe Website - <http://monroetownshipnj.org>