Housing Element and Fair Share Plan

Township of Deptford
Gloucester County, New Jersey

Affordable Housing in Deptford

Tanyard Oaks

Residences at South College Drive

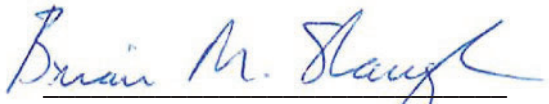
June 18, 2025
Revised February 4, 2026

Clarke Caton Hintz

Housing Element and Fair Share Plan

Township Council and Planning Board
Township of Deptford
Gloucester County, New Jersey

Prepared By:



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Housing Element and Fair Share Plan

Executive Summary

The Housing Element and Fair Share Plan for the Township of Deptford, Gloucester County, addresses its constitutional obligation to provide for affordable housing under the mandate of the *Mount Laurel Doctrine* established by the New Jersey Supreme Court beginning in 1975 and addressed legislatively in the New Jersey Fair Housing Act of 1985.[1] Together, the Housing Element and Fair Share Plan constitute the affordable housing plan for the Township of Deptford. The Housing Element is a component of the Township's Master Plan for development and redevelopment, and the Fair Share Plan constitutes the means and documents designed to implement the Housing Element. Together, these two major divisions are called the "housing plan" in this document.

There are now four components to a municipality's affordable housing obligation: (1), the Present Need or Rehabilitation share; (2), the Prior Round obligation or the recalculated First and Second Round obligation; (3), the Third Round obligation which covers both the Gap Present Need (1999-2015) and Future Need for the period covering July 1, 2015 through June 30, 2025; and (4), the Fourth Round Prospective Need obligation for the period from July 1, 2025 through June 30, 2035.

Affordable Housing Obligations of Deptford

For the Third and Prior Round Obligations, the Township entered into a Settlement Agreement with Fair Share Housing Center, Inc. ("FSHC") on October 13, 2020. Deptford adopted its final Third Round Housing Element and Fair Share Plan ("HEFSP") on August 5, 2020, that was endorsed by the Township Council on September 14, 2020. The Town's Third Round HEFSP was approved by the Superior Court in a Judgment of Compliance and Repose ("JOR") issued on May 6, 2021 (see Appendix A). For the Fourth Round, the Township accepted the obligations calculated by the Department of Community Affairs ("DCA") with a Present Need of 87 and a Prospective Need of 398. The Township's affordable housing obligations are summarized as follows:

- Third Round Rehabilitation Share (a.k.a. "Present Need") of 94;
- Prior Round obligation of 296;
- A Third Round Prospective Need obligation encompassing both the Gap Present Need and Prospective Need of 975;
- A Fourth Round Present Need of 87; and
- Fourth Round A Prospective Need of 398.

[1] - N.J.S.A. 52:27D-301 et seq.

INTRODUCTION

This amended Fourth Round HEFSP was prepared in accordance with N.J.S.A. 40:55D-28(b)(3) of the Municipal Land Use Law (MLUL) and the additional mandatory requirements for a Housing Element under the New Jersey Fair Housing Act revised in 2024 ("FHA"), remaining regulations of the New Jersey Council on Affordable Housing ("COAH"), and the Administrative Office of the Courts in Directive #14-24. This amended Fourth Round Housing Element and Fair Share Plan also delineates the actions taken, and to be taken, by the Township to satisfy its affordable housing responsibilities under applicable laws. This amended Fourth Round Housing Element and Fair Share Plan ("Housing Plan") will be submitted to the Superior Court for a determination as to its compliance with these requirements.

A municipality's Fourth Round affordable housing obligation has two major aspects: (1) Present Need (Rehabilitation Share); and (2) Prospective Need. Pursuant to the amended FHA, the New Jersey Department of Community Affairs ("DCA") calculated these obligations on an advisory basis for all municipalities. Municipalities were able to either elect to accept the DCA's calculated obligations or to perform their own calculations based on the revised law. Deptford decided to accept the DCA's numbers, and the Township Council adopted Resolution No. R.68.25 (*see* Appendix B) on January 27, 2025, accepting a Fourth Round Present Need of 87 and a Prospective Need of 398. On January 28, 2025, Special Counsel for the Township also filed its Fourth Round Declaratory Judgment Action ("DJ Action") with the Affordable Housing Dispute Resolution Program/Superior Court ("Program"). This was done in accordance with the 2024 FHA and the Administrative Directive #14-24 that was issued in December 2024. The case was assigned Docket No. GLO-L-128-25. Thereafter, on April 28, 2025, the Superior Court issued an Order accepting the Town's Fourth Round Present Need and Prospective Need obligations (*see also*, Appendix B) that directed the municipality to file a Fourth Round HEFSP utilizing these affordable housing numbers in its Housing Plan. On June 18, 2025, the Planning Board adopted the Housing Plan, which was submitted to the Program by Special Counsel on June 25, 2025, ahead of the June 30, 2025 deadline.

The FHA allowed certain types of challenges to the municipality's Housing Plan provided they were submitted by August 31, 2025. FSHC and two other entities – ALR Deptford Property, LLC ("ALR") and Deptford Shopping Center, LLC, ("DSC") – filed challenges to the Township's HEFSP. Through mediation, the Township reached an agreement with DSC in principal and with FSHC, executed on December 15, 2025. Consequently, the June 18, 2025 HEFSP is being revised to address the settlements and the Program's findings resulting in this document.

Brief History and Regional Location

Deptford Township is located in northern Gloucester County, New Jersey, about eight miles from the center of Philadelphia and eighty miles from New York City. The municipality contains 17.5 square miles and had a population estimated to be 32,570 people on July 1, 2024[2].

The Township of Deptford dates from the earliest days of English rule over the colonies after Dutch and Swedish claims to the land were eliminated, sometimes by force. New Jersey was the province of James, the Duke of York, who was given the land by his brother, King Charles II, in 1664. The Duke of York in turn rewarded two of his loyal courtiers, Sir George Carteret and John, Lord Berkeley, with East and West New Jersey, respectively. Lord Berkeley found himself in financial difficulties and sold West New Jersey to two Quakers in 1673. The part occupied by modern Deptford Township was shortly thereafter owned by Edward Byllynge. Byllynge's land was divided into smaller shares of about 20,000 acres each. Byllynge, along with a group of trustees who marketed the shares, established a common document promising religious freedom, representative government, and fair taxation. These provisions were attractive to a group of Irish Quakers who ended up being the first legal settlers in West New Jersey in 1681, a year before William Penn chartered Pennsylvania. Deptford was established in 1695 as a township under the Crown when it was known as Bethlehem. The Township was about 106 square miles when first established. Deptford was formally incorporated as Township on February 21, 1798 by an act of the New Jersey legislature. Woodbury, Westville, Washington, Woodbury Heights, Wenonah and West Deptford at one time were part of Deptford.

On January 9, 1793, Deptford was the landing site of the first hot air balloon flight in North America undertaken by Frenchman Jean-Pierre Blanchard. Blanchard, an early pioneer of balloon flight, was also the first to cross the English Channel from England to France and undertook the first manned flights in Belgium, Germany, the Netherlands and Poland, as well as the United States. The ascent from Philadelphia was witnessed by then President George Washington, as well as future presidents John Adams, Thomas Jefferson, James Madison, and James Monroe. The landing site is believed to be located next to Big Timber Creek, north of Clements Bridge Road.

The demand for wood for construction and industrial heating from Philadelphia led to felling of forests in Deptford in Colonial times. This wood was floated down the Big Timber Creek and led to the stream's name used today. The forests were also cut to make charcoal used in ironwork, which burned with a more consistent and hotter flame. As the original forest declined and the land was cleared, Deptford became a farming community on the outskirts of Woodbury. A railroad line was established by 1865 in Woodbury that gave more consistent access to markets for agricultural products. The opening of the Walt Whitman Bridge in 1957 and the subsequent

[2] - Municipal Population Estimates, 2020-2024, NJ Department of Labor and Workforce Development

construction of Rt. 42 in 1957-59 brought a more direct route to Philadelphia and opened the Township to suburban development. Suburbanizing pressure accelerated with the opening of the Deptford Mall in 1975 and its subsequent retail development that continues to this day.

Affordable Housing Judicial and Legislative Background

In the 1975 Mount Laurel[3] decision, the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide diversity and choice in the housing types permitted in the municipality, including housing for low- and moderate-income households. In its 1983 Mount Laurel II decision,[4] the NJ Supreme Court extended to all municipalities with any "growth area" as designated in the State Development Guide Plan (now superseded by the State Development and Redevelopment Plan, or SDRP) the obligation to provide their "fair share" of a calculated regional need for affordable units. Mount Laurel II also introduced a "builder's remedy" if a municipality was not providing its fair share of affordable housing. A builder's remedy may permit a developer that is successful in litigation the right to develop what is typically a higher density multifamily project on land not zoned to permit such use, so long as a "substantial" percentage of the proposed units would be reserved for low- and moderate-income households.

In 1985, in response to Mount Laurel II, the New Jersey Legislature enacted the Fair Housing Act ("FHA").[5] The FHA created the Council on Affordable Housing ("COAH") as an administrative body responsible for oversight of municipalities' affordable housing efforts, rather than having oversight go through the courts. The Legislature charged COAH with promulgating regulations (i) to establish housing regions; (ii) to estimate low- and moderate-income housing needs; (iii) to set criteria and guidelines for municipalities to use in determining and addressing their fair share obligations, and (iv) to create a process for the review and approval of municipal housing elements and fair share plans.

COAH's First and Second Rounds, 1986 - 1999

COAH created the criteria and regulations for municipalities to address their affordable housing obligations. COAH originally established a methodology for determining municipal affordable housing obligations for the six-year period between 1987 and 1993,[6] which period became known as the First Round. This methodology established an existing need to address substandard housing that was being occupied by low- and moderate-income households (variously known as "present need" or

3 - Southern Burlington County NAACP v. Township of Mount Laurel, 67 N.J. 151 (1975)
4 - Southern Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983)
5 - N.J.S.A. 52:27D-301 *et seq*.
6 - N.J.A.C. 5:92-1 *et seq*.

"rehabilitation share"), and calculated future demand, to be satisfied typically, but not exclusively, with new construction ("prospective need" or "fair share").

The First Round methodology was superseded in 1994 by COAH's Second Round regulations.[7] The 1994 regulations recalculated a portion of the 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 census data. These regulations identified a municipality's cumulative obligations for the First and Second Rounds. Under regulations adopted for the Third Round, a municipality's obligation to provide affordable housing for the First and Second Rounds is referred to cumulatively as the Prior Round obligation.

COAH's Third Round and Related Judicial and Legislative Activity, 1999-2025

The FHA had originally required housing rounds to be for a six-year period for the First and Second Rounds, then in 2001, the time period increased to a 10-year period consistent with the Municipal Land Use Law ("MLUL"). In order to utilize 2000 census data which had not yet been released, COAH delayed the start of the Third Round from 1999 to 2004, with the Third Round time period initially ending in 2014. In December 2004, COAH's first version of the Third Round rules[8] became effective, and the 15-year Third Round time period (1999 – 2014) was condensed into an affordable housing delivery period from January 1, 2004, through January 1, 2014.

The 2004 Third Round rules marked a significant departure from the methods utilized in COAH's Prior Round. Previously, COAH assigned an affordable housing obligation as an absolute number to each municipality. These Third Round rules implemented a "growth share" approach that linked the production of affordable housing to residential and non-residential development in a municipality.

On January 25, 2007, a New Jersey Appellate Court decision[9] invalidated key elements of the first version of the Third Round rules, including the growth share approach. The Court ordered COAH to propose and adopt amendments to its rules, with COAH issuing revised rules effective on June 2, 2008 (as well as a further rule revision effective on October 20, 2008) which largely retained the growth share approach.

Just as various parties had challenged COAH's initial Third Round regulations, parties challenged COAH's 2008 revised Third Round rules. On October 8, 2010, the Appellate Division issued its decision on the challenges.[10] The Appellate Division upheld the COAH Prior Round regulations that assigned rehabilitation and Prior Round numbers to each municipality, but invalidated the regulations by which the agency assigned housing obligations in the Third Round, again ruling that COAH

7 - N.J.A.C. 5:93-1.1 *et seq*.
8 - N.J.A.C. 5:94-1 and 5:95-1
9 - In re Adoption of N.J.A.C. 5:94 and 5:95, 390 N.J. Super. 1 (2007)
10 - In re Adoption of N.J.A.C. 5:96 and 5:97, 416 N.J. Super. 462 (2010)

could not allocate obligations through a growth share formula. Instead, the Appellate Division directed COAH to use methods similar to those used in the First and Second Rounds.

Third Round Judicial Activity

After various challenges were filed, on September 26, 2013, the NJ Supreme Court upheld the Appellate Court decision[11] and ordered COAH to prepare the necessary rules. COAH failed to adopt new rules, and more challenges ensued.

On March 10, 2015, the New Jersey Supreme Court issued a ruling on FSHC's Motion in Aid of Litigant's Rights, which became known as *Mount Laurel IV*.[12] In this decision, the Court transferred responsibility for reviewing and approving housing elements and fair share plans from COAH to designated Mount Laurel trial judges, declaring COAH "moribund." Municipalities were now to apply to the Courts, instead of COAH, if they wished to be protected from exclusionary zoning lawsuits. The Mount Laurel trial judges, with the assistance of a Court-appointed Special Adjudicator, were tasked with reviewing municipal plans much in the same manner as COAH had done previously. Those towns whose plans were approved by the Court received a Judgment of Compliance and Repose, the court equivalent of COAH's substantive certification.

While the NJ Supreme Court's decision set a process in motion for towns to address their Third Round obligation, the decision did not assign those obligations. Instead, that was to be done by the trial courts, although ultimately most towns entered into settlement agreements to set their fair share obligations. The Court stated that municipalities should rely on COAH's Second Round rules (N.J.A.C. 5:93) and those components of COAH's 2008 regulations that were specifically upheld, as well as the FHA, in their preparation of Third Round housing elements and fair share plans.

On January 17, 2017, the NJ Supreme Court rendered a decision[13] that found that the period between 1999 and 2015, now known as the "gap period," when no valid affordable housing regulations were in force, generated an affordable housing obligation. This obligation required an expanded definition of the municipal Present Need obligation to include the unaddressed housing needs of low- and moderate-income households that had formed during the gap period. This meant that the municipal affordable housing obligation would now comprise four components: Present Need (rehabilitation), Prior Round (1987-1999, new construction), Gap Need (1999-2015, new construction), and Prospective Need (Third Round, 2015 to 2025, new construction).

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[11] - In re Adoption of N.J.A.C. 5:96 and 5:97 by New Jersey Council On Affordable Housing, 215 N.J. 578 (2013)
[12] - ibid.
[13] - In Re Declaratory Judgment Actions Filed by Various Municipalities, 227 N.J. 508 (2017)

Third Round Legislative Activity

In addition to the state agency negotiation and judicial decisions, the New Jersey Legislature has amended the FHA several times in recent years.

- A statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing was established in 2008;
- New regional contribution agreements ("RCAs") were eliminated in 2008;
- A very-low income requirement was added in 2008;
- In 2008, a requirement was added that municipalities had to commit to spend development fees within four years of the date of collection. This was later addressed in a Superior Court decision which found the four-year period begins at the time the Court approves the municipal spending plan.[14]
- In 2020, all affordable units have to be affirmatively marketed and also listed on the state's Affordable Housing Resource Center website.[15]

The Fourth Round, 2025-2035

As noted in the introduction, the rules upon which this document is based came about from the FHA amendments in P.L. 2024, c. 2, passed on March 20, 2024. The key parts of the law include:

- The abolition of the NJ Council on Affordable Housing;
- Designating the NJ Department of Community Affairs ("DCA") to develop new municipal obligations using a methodology that is mainly spelled out in the law. These obligations are advisory, not binding;
- Establishing a timeline within which municipalities need to adopt and submit binding resolutions establishing their Fourth Round fair share obligations, in order for them to retain their immunity from exclusionary-zoning lawsuits;
- Requiring the NJ Housing and Mortgage Finance Agency ("HMFA") and DCA to update rules and standards governing affordable housing production, trust funds and administration;
- Establishing a court-based Affordable Housing Dispute Resolution Program ("Program") that hears challenges to municipalities' affordable housing obligation determinations and housing plans;

[14] - In the Matter of the Adoption of the Monroe Township Housing Element and Fair Share Plan, and Implementing Ordinances (112 A.3d 595 (App. Div. [2015])
[15] - https://njhrc.gov

- Establishing a longer period of deed restrictions for rental units to 40 years;
- Changing the criteria whereby municipalities may gain affordable housing bonuses;
- Establishing new reporting and monitoring procedures and deadlines for both affordable units and affordable housing trust funds, and assigns oversight for reporting and monitoring to DCA.

Furthermore, in December 2024, the Administrative Office of the Courts issued Administrative Directive #14-24, establishing procedures for implementation of the Program and for municipalities to file their Fourth Round Declaratory Judgment filings, etc. This Administrative Directive also sets requirements for what must be included in a Fourth Round HEFSP.

This plan has been prepared to meet the requirements of the FHA as most recently amended, as well as the 2024 Administrative Directive, as necessary. Where such requirements contradict each other, this document adheres to the statute.

DEPTFORD'S AFFORDABLE HOUSING HISTORY

Deptford has demonstrated a long-standing commitment to comply voluntarily with its Mount Laurel fair share obligations. The Township has addressed its constitutional affordable housing obligation in response to the New Jersey Fair Housing Act ("FHA"), at N.J.S.A. 52:27D-301 *et seq*., in each affordable housing round by preparing and adopting Housing Elements and Fair Share Plans and either receiving substantive certification from the NJ Council on Affordable Housing or Superior Court – including five different plans in the Third Round alone. The following facts demonstrate the Township's voluntary commitment.

Deptford was granted First Round (1987-1993) substantive certification from COAH on May 20, 1987 and was one of the group of seven that were the first towns certified by COAH.

The Deptford Planning Board adopted a Second Round (1993-1999) Housing Element on October 7, 1996. The petition for substantive certification was filed on May 28, 1997 and granted final substantive certification on September 3, 1997.

The Township prepared a Third Round housing plan which was adopted by the Planning Board on July 20, 2005, and endorsed by the Township Council on August 1, 2005. COAH received the petition for initial Third Round certification on August 4, 2005. COAH's Report Requesting Additional Information (dated January 23, 2006) requested a detailed analysis of some of the assumptions and calculations in the plan. Based on this report, the Township decided to entirely revamp its approach to its affordable housing obligation and produce a new housing plan.

The Deptford Planning Board adopted a new Housing Element and Fair Share Plan conforming to the 2004 COAH rules on November 9, 2006. The housing plan was filed with COAH on November 21, 2006. The plan was required to address a Prior Round of 317 units. The 2006 plan had a total of 353 units. This plan was not reviewed by COAH and in fact the agency only granted substantive certification for three municipalities of the hundreds of petitions that were submitted.

The Deptford Planning Board adopted the Township's third Third Round Plan on November 6, 2008. The 2008 Housing Element and Fair Share Plan, and Spending Plan, were filed with COAH on December 31, 2008. Four objections were received.

On October 5, 2011, the Planning Board of Deptford adopted an amendment to the 2008 Third Round Plan to address the Appellate Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97, 416 N.J. Super. 462 (App. Div. 2010) that invalidated the use of compliance bonuses.

The 2011 Plan Amendment was filed with COAH on November 16, 2011. There were no objections filed with COAH on the 2011 amendment. COAH did not issue a staff report and did not take any action on the filed 2011 housing plan amendment.

In 2012 the Township amended its spending plan in order to acquire the former Elite Construction site located at Block 4.01, Lot 1. Called the Donason Tract for the original owners, the Township entered into a contract for the purchase with Donason, Inc. The revised spending plan, dated June 26, 2012, was submitted to COAH for review. COAH did not issue a staff review on the amendment and did not take any action to signal approval of the revised spending plan.

In 2013 the Deptford Township Planning Board amended the 2008 Housing Element and Fair Share for the second time. The 2013 housing plan amendment revised the new construction plan to account for the acquisition of the Donason Tract for a 100% municipally sponsored project and also addressed a change in the type of units from Maple Ridge. The re-petition of the housing plan was filed with COAH on May 14, 2013. Two objections were received. COAH did not issue a staff report and did not take any action on the filed 2013 housing plan amendment. These two objectors, MiPro Homes and Planland, LLC, were the two intervenors in the Township's July 2015 Declaratory Judgment action.

Pursuant to the NJ Supreme Court's March 10, 2015 decision, the Township of Deptford was deemed to be a 'participating' municipality. As noted previously, on July 7, 2015, the Township Solicitor filed a Declaratory Judgment action in Superior Court seeking court approval that the municipality's amended Third Round Housing Element and Fair Share Plan meets its constitutional obligation for the provision of affordable housing[16]. Simultaneously the municipality also filed a motion to be granted temporary immunity. Subsequent to the initial filing, the municipality participated in

[16] - Docket No.: GLO-L-0929-15.

mediation with Fair Share Housing Center, an interested party as designated by the NJ Supreme Court. This led to the Settlement Agreement noted before that is dated October 13,2020, and the August 5, 2020, HEFSP that was finally approved by Superior Court on May 5, 2021 that finalized Deptford's response to the Third Round and cemented its obligations for the housing compliance period. For a more detailed accounting of the Township's affordable housing efforts, see the August 5, 2020 HEFSP.

As noted above, pursuant to the amended FHA, in October 2024 the DCA published its advisory Fourth Round obligations for every municipality in New Jersey. The Township chose to accept the DCA's calculated obligations, and adopted a resolution to that effect in January 2025 (Appendix B). In June 2025 the Township Planning Board adopted, and the Township filed, its Fourth Round Housing Element and Fair Share Plan. In August 2025, FSHC and two developer entities filed challenges to the plan. Through mediation, the Township has reached an agreement with two of those entities – FSHC and DSC. Those agreements may be found in Appendix B. This amended HEFSP has been prepared to address the requirements of those settlement agreements.

Housing Element and Fair Share Plan Requirements

In accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1, *et seq.*), a municipal Master Plan must include a housing element as the foundation for the municipal zoning ordinance. Pursuant to the FHA, a municipality's housing element must be designed to provide access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing. The housing element must contain at least the following, as per the FHA at N.J.S.A. 52:27D-310:

- 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;
- 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 trends;
- 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 and probable future employment characteristics** of the municipality;
- A **determination of the municipality's present and prospective fair share of low- and moderate-income housing and its capacity to accommodate** its present and

prospective housing needs, including its fair share of low- and moderate-income housing; and

- A **consideration of the lands 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.
- An **analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity** as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of 23 section 1 of P.L.2021, c.273 (C.52:27D-329.20); and
- An **analysis of consistency with the State Development and Redevelopment Plan**, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

In addition to FHA requirements, this Fourth Round HEFSP has been prepared in compliance with the following requirements set forth by Administrative Directive #14-24, issued by the Administrative Office of the Courts on December 13, 2024:

1. One of the requirements for a final HEFSP is the inclusion of **detailed site suitability analyses**, based on the best available data, for each of the un-built inclusionary or 100 percent affordable housing sites in the plan as well as an identification of each of the sites that were proposed for such development and rejected, along with the reasons for such rejection.
2. The **concept plan for the development of each of the selected sites** should be overlaid on the most up to date environmental constraints map for that site as part of its analysis. When the detailed analyses are completed, the municipality can see what changes will be needed (either to the selected sites or to their zoning) to ensure that all of the units required by the settlement agreement will actually be produced. If it becomes apparent that one (or more) of the sites in the plan does not have the capacity to accommodate all of the development proposed for it, the burden will be on the municipality either to adjust its zoning regulations (height, setbacks, etc.) so that the site will be able to yield the number of units and affordable units anticipated by the settlement agreement or to find other mechanisms or other sites as needed to address the likelihood of a shortfall.
3. The final HEFSP must fully document the **creditworthiness of all of the existing affordable housing units** in its HEFSP and to demonstrate that it has followed all of the applicable requirements for extending expiring controls, including confirmation that all of the units on which the controls have been extended are code-compliant or have been rehabilitated to code-compliance, and that all extended controls cover a full 30-year period beginning with the end of the

original control period. Documentation as to the start dates and lengths of affordability controls applicable to these units and applicable Affordable Housing Agreements and/or deed restrictions is also required. Additionally, the income and bedroom distributions and continued creditworthiness of all other existing affordable units in the HEFSP must be provided.

4. The HEFSP must include an **analysis of how the HEFSP complies with or will comply with all of the terms of the executed settlement agreement**. Once the HEFSP has been prepared, it must be reviewed by Fair Share Housing Center and the Program's Special Adjudicator for compliance with the terms of the executed settlement agreement, the FHA and UHAC regulations. The HEFSP must be adopted by the Planning Board and the implementation components of the HEFSP must be adopted by the governing body.

The HEFSP must also include (in an Appendix) all adopted ordinances and resolutions needed to implement the HEFSP, including:

1. All **zoning amendments** (or **redevelopment plans, if applicable**).
2. An **Affordable Housing Ordinance** that includes, among other required regulations, its applicability to 100 percent affordable and tax credit projects, the monitoring and any reporting requirements set forth in the settlement agreement, requirements regarding very low income housing and very low income affordability consistent with the FHA and the settlement agreement, provisions for calculating annual increases in income levels and sales prices and rent levels, and a clarification regarding the minimum length of the affordability controls (at least 30 years, until the municipality takes action to release the controls).
3. The adoption of the **mandatory set aside ordinance**, if any, and the repeal of the existing growth share provisions of the code.
4. An executed and updated **Development Fee Ordinance** that reflects the court's jurisdiction.
5. An **Affirmative Marketing Plan** adopted by resolution that contains specific directive to be followed by the Administrative Agent in affirmatively marketing affordable housing units, with an updated COAH form appended to the Affirmative Marketing Plan, and with both documents specifically reflecting the direct notification requirements set forth in the settlement agreement.
6. An updated and adopted **Spending Plan** indicating how the municipality intends to allocate development fees and other funds, and detailing (in mini manuals) how the municipality proposes to expend funds for affordability assistance, especially those funds earmarked for very low income affordability assistance.

7. A **resolution of intent to fund any shortfall** in the costs of the municipality's municipally sponsored affordable housing developments as well as its rehabilitation program, including by bonding if necessary.
8. Copies of the **resolution(s) and/or contract(s) appointing one or more Administrative Agent(s)** and of the adopted ordinance creating the position of, and resolution appointing, the **Municipal Affordable Housing Liaison**.
9. A **resolution from the Planning Board adopting the HEFSP**, and, if a final Judgment is sought before all of the implementing ordinances and resolutions can be adopted, a **resolution of the governing body** endorsing the HEFSP.

Consistent with N.J.A.C. 5:93-5.5, any municipally sponsored 100% affordable housing development will be required to be shovel-ready within two years of the deadlines set forth in the settlement agreement:

1. The municipality will be required to submit the **identity of the project sponsor, a detailed pro forma of project costs, and documentation of available funding** to the municipality and/or project sponsor, including any pending applications for funding, and a commitment to provide a stable alternative source, in the form of a resolution of intent to fund shortfall, including by bonding, if necessary, in the event that a pending application for outside funding has not yet been not approved.

2. Additionally, a **construction schedule or timetable** must be submitted setting forth each step in the development process, including preparation and approval of a site plan, applications for state and federal permits, selection of a contractor, and start of construction, such that construction can begin within two years of the deadline set forth in the settlement agreement. Since Deptford is not a party to a settlement agreement, these sections are not applicable to the housing plan.

AFFORDABILITY REQUIREMENTS

Affordable housing is defined under New Jersey's Fair Housing Act as a dwelling, either for sale or rent that is within the financial means of households of low- or moderate-income, as is measured within each housing region. Deptford Township is in COAH's Region 5, which includes Burlington, Camden, and Gloucester Counties. Moderate-income households are those earning between 50% and 80% of the regional median income. Low-income households are those with annual incomes that are between 30% and 50% of the regional median income. Very-low income households, a subset of "low-income" households that earn 30% or less of the regional median income, must also be accounted for.

The Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.3(d) and -(e) requires that the maximum rent for a qualified unit be affordable to households that earn 60% or less of the median income for the region. The average rent for affordable

units in a rental development must be affordable to households earning no more than 52% of the median income. The maximum sale prices for affordable units must be affordable to households that earn 70% or less of the median income. The average sale price for affordable units in a for-sale development must be affordable to a household that earns 55% or less of the median income.

The regional median income has historically been defined by COAH using the HUD income limits on an annual basis. In the spring of each year HUD releases updated regional income limits which COAH has historically reallocated to its regions. It is from these income limits that the rents and sale prices for affordable units are derived. COAH last published regional income limits in 2014. When COAH stopped functioning, income limits were calculated and published annually by the Affordable Housing Professionals of New Jersey (AHPNJ), and those income limits were approved by the Court for the Township to use in determining who is eligible to live in affordable housing in the Third Round. For the Fourth Round, the New Jersey Housing and Mortgage Finance Agency ("HMFA") was assigned responsibility for calculating and publishing annual income limits by the 2024 FHA. In May 2025, HMFA enacted new income limits for 2025, which are shown for Housing Region 5 in Table 1, below.

Table 1. 2025 Income Limits for Region 5

Household Income Levels	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household
Moderate	$68,880	$76,480	$86,000	$95,520	$103,200	$110,880
Low	$41,800	$47,800	$53,750	$59,700	$64,500	$69,300
Very Low	$25,080	$28,680	$32,250	$35,820	$38,700	$41,580

Source: New Jersey Housing and Mortgage Finance Agency

The sample rents and sale prices shown in Tables 2 and 3, below, are gross figures and do not account for the specified utility allowance.

Table 2. Illustrative 2024 Affordable Gross Rents for Region 5

Household Income Levels (% of Median Income)	1 Bedroom Unit Rent	2 Bedroom Unit Rent	3 Bedroom Unit Rent
Moderate (60%)	$1,290	$1,548	$1,789
Low (50%)	$1,075	$1,290	$1,491
Very Low (30%)	$645	$774	$895

Source: Affordable Housing Professionals of New Jersey Affordable Housing Rental Calculator

Table 3. Illustrative 2024 Affordable Sales Prices for Deptford.

Household Income Levels (% of Median Income)	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate (70%)	$154,088	$187,267	$218,234
Low (50%)	$106,689	$130,389	$152,508
Very Low (30%)	$59,291	$73,510	$86,782

Source: Affordable Housing Professionals of New Jersey Affordable Housing Sales Calculator

Housing, Population, And Employment Analysis

Housing Conditions

The 2019-2023 American Community Survey (ACS)[17] indicates that Deptford's housing stock has 12,465 units, including 605 (4.9%) that are vacant. The Township's housing stock consists predominantly of single-family detached units (72.5%), followed by townhouses (7.8%). The Township's renter-occupied households comprised approximately 26.7% of all occupied units, which is a lower percentage than the County (35%) and State (36.3%).

Table 4. Housing Units by Number of Units in Structure, 2023

Number of Units	Owner Occupied	Percent of Total	Renter Occupied	Percent of Total	Vacant	Percent of Total	Total
1, Detached	7,728	88.9%	925	29.2%	387	64.0%	9,040
1, Attached	803	9.2%	168	5.3%	58	9.6%	1,029
2	16	0.2%	115	3.6%	45	7.4%	176
3 or 4	104	1.2%	336	10.6%	0	0.0%	440
5 to 9	13	0.1%	668	21.1%	23	3.8%	704
10 to 19	12	0.1%	462	14.6%	0	0.0%	474
20 or more	0	0.0%	465	14.7%	92	15.2%	557
Mobile Home	6	0.1%	25	0.8%	0	0.0%	31
Other	14	0.2%	0	0.0%	0	0.0%	14
Total	**8,696**	**100.0%**	**3,164**	**100.0%**	**605**	**100.0%**	**12,465**

Source: Tables B25032, DP04, 2019-2023 American Community Survey Five-Year Estimate

17 - The American Community Survey replaced the long-form Census as the source for much of the housing data necessary to complete this section. The Census is a one-time count of the population while this ACS is an estimate taken over five years through sampling. Thus, data in the ACS is subject to a margin of error.

Only 9.0% of Deptford's housing stock was constructed before 1950. The Township's housing stock grew steadily from the 1950s through the 2000s, with growth slowing significantly after 2009. The peak housing production decades were the 1950s, 1960s, 1970s and lastly the 2000s when Locust Grove was finally completed. The median year homes were built (1977 is earlier than that of the County (1979) but later than that of the State (1969).

Table 5. Housing Units by Year Built, 2023

Year Built	Occupied Units	Percent	Owner	Renter	Vacant
2020 or later	31	0.2%	31	0	0
2010 to 2019	586	4.7%	430	156	0
2000 to 2009	1,993	16.0%	1,497	455	41
1990 to 1999	1,289	10.3%	959	313	17
1980 to 1989	1,628	13.1%	1,111	517	0
1970 to 1979	1,594	12.8%	744	744	106
1960 to 1969	1,883	15.1%	1,234	379	270
1950 to 1959	2,337	18.7%	1,903	287	147
1940 to 1949	501	4.0%	324	153	24
1939 or earlier	623	5.0%	463	160	0
Total	12,465	100.0%	8,696	3,164	605
Median Year Built	1977		1976	1978	

Sources: Tables B25036, B25037. DP04, 2019-2023 American Community Survey Five-Year Estimate

The plurality (40.6%) of housing in Deptford contains three bedrooms, and 64.3% of all units have three or more bedrooms. The breakdown of housing units by number of bedrooms is generally consistent with that of Gloucester County, although the County has a higher percent of four bedroom homes (26.9%).

Table 6. Number of Bedrooms per Housing Unit, 2023

Bedrooms	Number of Units	Percent of Total
Efficiency	336	2.7%
1	1,300	10.4%
2	2,814	22.6%
3	5,058	40.6%
4	2,483	19.9%
5+	474	3.8%
Total	12,465	100.0%

Source: Table DP04, 2019-2023 American Community Survey Five-Year Estimate

The median home value in Deptford increased slightly more (29.1%) between 2013 and 2023, compared with that of the County (26.2%). The Township had lower median home values than the County in both 2013 ($199,000 vs. $224,700, respectively) and 2023 ($256,900 vs. $283,500, respectively).

Table 7. Owner-Occupied Housing Values, 2013 and 2023

Housing Unit Value	2013 Units	Percent	2023 Units	Percent
Less than $50,000	153	1.7%	180	2.1%
$50,000 to $99,999	422	4.7%	118	1.4%
$100,000 to $149,999	1,095	12.2%	496	5.7%
$150,000 to $199,999	2,865	32.0%	1,354	15.6%
$200,000 to $299,999	3,343	37.3%	3,759	43.2%
$300,000 to $499,999	965	10.8%	2,577	29.6%
$500,000 to $999,999	75	0.8%	162	1.9%
$1,000,000 or more	46	0.5%	50	0.6%
Total	**8,964**	**100.0%**	**8,696**	**100.0%**
Median	**$199,000**		**$256,900**	

Sources: Table DP04, 2009-2013 and 2019-2023 American Community Survey Five-Year Estimates

Based on the information in Table 7 and in Table 16, below, approximately 7,405 housing units (approximately 83% of all housing units in the Township) may be affordable to moderate-income buyers. Of those, 3,976, or 44.4%, may also be affordable to low-income buyers, and 561 may be affordable to very low-income buyers.

The median rent in Deptford in 2023 was $1,620, compared to $1,480 across Gloucester County.

Table 8. Deptford and Gloucester County Gross Rent, 2023

Gross Rent	Units in Deptford	Percent	Units in Gloucester County	Percent
Less than $500	126	4.0%	1,583	6.9%
$500 to $999	375	11.9%	2,938	12.8%
$1,000 to $1,499	789	24.9%	6,807	29.6%
$1,500 to $1,999	1,054	33.3%	5,923	25.7%
$2,000 to $2,499	484	15.3%	3,109	13.5%
$2,500 to $2,999	238	7.5%	1,093	4.8%
$3,000 or more	20	0.6%	624	2.7%
No cash rent	78	2.5%	925	4.0%
Total	**3,164**	**100.0%**	**23,002**	**100.0%**
Median Rent	**$1,620**	**$1,480**		

Source: Table DP04, 2019-2023 American Community Survey Five-Year Estimate

Based on the information in Table 8 and in Table 16, below, approximately 2,240 units, or 70.8% of all rental units, may be affordable to moderate-income renters. Of those, approximately 1094, or 34.6% of all rental units, may be affordable to low-income renters, and 380 units, or 12% of all rental units, may be affordable to very low-income renters.

Housing is generally considered to be affordable if the costs of rents, mortgages, and other essential costs consume 28% or less of an owner-household's income or 30% or less of a renter-household's income. Homeowner rates are lower to account for the additional home maintenance costs associated with ownership. In Deptford, 36% of all households in occupied units are expending more than 30% of their incomes on housing. About 54% of renter-occupied households are paying more than 30%, compared to about 27% of owner-occupied households.

Table 9. Housing Affordability, 2023

Monthly Housing Costs as % of Income	Owner-Occupied	% of Total	Renter	% of Total	All Occupied	% of Total
Less than 20 Percent	2,464	41.3%	709	23.3%	3,173	35.2%
20 to 29 Percent	1,887	31.7%	703	23.1%	2,590	28.8%
30 Percent or More	1,611	27.0%	1,631	53.6%	3,242	36.0%
Total	**5,962***	**100.0%**	**3,043****	**100.0%**	**9,005**	**100.0%**

Source: Table DP04, 2019-2023 American Community Survey Five-Year Estimate
** Includes only households with a mortgage*
*** Excludes 121 households labeled as "Not Computed"*

In 2023, there were an estimated 48 units that had incomplete plumbing facilities and 125 units that had incomplete kitchens, some or all of which may also have incomplete plumbing. There were no housing units that were overcrowded (more than one occupant per room) and built before 1950. Overcrowding is often associated with substandard housing due to overuse of facilities. Overcrowded housing is often occupied by lower income households who share space to save on housing costs. These households may not be able to afford to maintain the home, leading to deteriorated conditions. Historically, the conditions mentioned in this paragraph have been indicators of housing deficiency, which are used to determine the number of units requiring rehabilitation.

Table 10. Indicators of Housing Deficiency, 2023

Indicator	Incomplete Plumbing	Incomplete Kitchen	Crowded or Overcrowded, and Built Pre-1950
No. of Units	48*	125	0*

Source: Tables B25050, DP04, 2019-2023 American Community Survey Five-Year Estimate
** - The margin of error for this information exceeds the estimated counts, thus the estimate may be unreliable.*

Population Characteristics

The population of Deptford grew 4.4% from 2010 to 2020, compared with 4.6% growth countywide. Both the Township and County grew more slowly during this past decade than between 2000 and 2010 (12.4% and 11.7%, respectively).

Table 11. Population Growth, 2000 to 2020

Governmental Level	2000	2010	'00-'10 Change	2020	'10 – '20 Change	'00 - 20 Change
Deptford	26,763	30,561	12.4%	31,977	4.4%	16.3%
Gloucester County	254,673	288,288	11.7%	302,295	4.6%	15.8%
New Jersey	8,414,350	8,791,894	4.3%	9,288,994	5.4%	9.4%

Source: U.S. Census 2000, 2010, 2020

Between 2010 and 2020, there were large increases in the numbers of residents at or approaching retirement age and older in Deptford Township. The largest growth was in the number of residents aged 65-74 (42.7%), followed by the age 55-64 cohort (31.4%). The largest declines were in adults between 35 and 54 and in young children, with the age 45-54 cohort declining the most (-12.7%), followed by the under-5 cohort (-12.2%). These changes have helped increase the median age of Deptford residents from 39.8 in 2010 to 40.6 in 2020.

Table 12. Age Distribution, 2010 and 2020

Age Group	2010	Percent	2020	Percent	2010-2020
Under 5	1,876	6.1%	1,648	5.2 %	-12.2%
5-14	3,630	11.9%	3,497	11.0%	-3.7%
15-24	3,660	12.0%	3,686	11.5%	0.7%
25-34	4,058	13.3%	4,412	13.8%	8.7%
35-44	4,264	14.0%	3,916	12.3%	-8.2%
45-54	4,808	15.7%	4,196	13.1%	-12.7%
55-64	3,668	12.0%	4,821	15.1%	31.4%
65-74	2,337	7.6%	3,334	10.4%	42.7%
75+	2,260	7.4%	2,467	8.7%	9.2%
Total	**30,561**	**100.0%**	**31,977**	**100.0%**	**4.4%**
Median Age	**39.8**		**40.6**		

Sources: 2010 and 2020 U.S. Census

Household Characteristics

While the total number of households in Deptford did not change much from 2013 to 2023 (11,706 to 11,860), the household size distribution is very different. Single-person households dropped from 50% of all households to 30.3%, while two-person households rose from 10.5% to 27.9%. At the same time, three person households dropped from 27.6% in 2013 to 15.7% in 2023 and four or more person households rose from 11.9% to 16.1%. Overall, three or more person households grew from 39.5% to 41.8%.

Table 13. Household Size, 2013 and 2023

Household Size	2013 Households	Percent	2023 Households	Percent
1 Person	5,853	50.0%	3,594	30.3%
2 People	1,229	10.5%	3,305	27.9%
3 People	3,231	27.6%	1,862	15.7%
4 or More People	1,393	11.9%	3,099	26.1%
Total Households	11,706	100.0%	11,860	100.0%

Sources: Table S2501, 2009-2013 and 2019-2023 American Community Survey Five-Year Estimates

A household is defined by the U.S. Census Bureau as those individuals who occupy a single room or group of rooms constituting a housing unit; however, these individuals may or may not be related. By comparison, a family is identified as a group of individuals, including a householder and one or more people related by blood, marriage or adoption, all living in the same household. In 2023, there were 11,860 households in Deptford, and 7,529 families (63.5%). Almost half of all households were

married-couple families. Approximately 11.9% of households were female-headed and 4.8% were male-headed. About half of heads of male- and female-headed households have no children under 18 years old in the household. Approximately 30.3% of households are people living alone.

Table 14. Household Composition, 2023

Household Type	Number of Households	Percent
Family households	7,529	63.5%
Married-couple family	5,554	46.8%
With Children	3,063	25.8%
Male householder, no spouse present	568	4.8%
With Own Children Under 18	291	2.5%
Female householder, no spouse present	1,407	11.9%
With Own Children Under 18	665	5.6%
Nonfamily households	**4,331**	**36.5%**
Householder living alone	3,594	30.3%
Total Households	**11,860**	**100.0%**

Source: Table S1101, 2019-2023 American Community Survey Five-Year Estimate

Household Size vs. Unit Size

When the number of bedrooms in a unit is considered vs. the size of households in Deptford, there appears to be a mismatch: There are many more small households (two people or fewer; 58.2% % of all households) than there are smaller units (one or two bedrooms; 35.7% of all units). This comparative shortage of smaller homes may be forcing some empty nesters and young adults without children to consider other locations when seeking smaller-sized housing, or to occupy housing that is larger than their needs. Table 15 provides more detail.

Table 15. Unit Size vs. Household Size, 2023

Unit Size	Number of Units	Percent of Total Units	Household Size	Number of Households	Percent of Total Households
0 or 1 bedroom	1,636	13.1%	1 Person	3,594	30.3%
2 bedrooms	2,814	22.6%	2 Persons	3,305	27.9%
3 bedrooms	5,058	40.6%	3 Persons	1,862	15.7%
4 or more bedrooms	2,957	23.7%	4+ Persons	3,099	26.1%
Total	**12,465**	**100.0%**	**Total**	**11,860**	**100%**

Source: Tables DP04 and S2501, 2019-2023 American Community Survey Five-Year Estimate

Income Characteristics

The median household income in Deptford was $90,128 in 2023, compared to $102,807 for Gloucester County. The income distributions in the Township and the County are generally consistent, except that almost 20% fewer of the County's households earn incomes below $50,0000 than in Deptford (22.5% vs. 27.9%, respectively). This is consistent with the Township's poverty rates for individuals and families (9.7% and 6.4%, respectively) being higher than the individual and family rates for the County (7.6% and 4.5%, respectively).

Table 16. Household Income by Income Bracket, 2023

Income Bracket	Households	Percent
Less than $10,000	437	3.7%
$10,000-$14,999	184	1.6%
$15,000-$24,999	739	6.2%
$25,000-$34,999	769	6.5%
$35,000-$49,999	1,169	9.9%
$50,000-$74,999	1,433	12.1%
$75,000-$99,999	1,686	14.2%
$100,000-$149,999	2,396	20.2%
$150,000-$199,999	1,234	10.4%
$200,000+	1,813	15.3%
Total	**11,860**	**100.0%**
Median Income	**$90,128**	

Source: Table DP03, 2019-2023 American Community Survey Five-Year Estimate

Table 17. Individual and Family Poverty Rates, 2023

Governmental Level	Individuals	Families
Deptford	9.7%	6.4%
Gloucester County	7.6%	4.5%
New Jersey	9.8%	7.0%

Source: Table DP03, 2019-2023 American Community Survey Five-Year Estimate

Employment Characteristics

The largest industrial sector in the Township, Retail Trade, employed 44.8% of all residents in the labor force in 2022. This is not surprising, given the presence of the Deptford Mall. The next largest sector was Educational Services (14.5%), attributable to the presence of Rowan College at Gloucester County. Accommodation and Food Services is the third largest employment sector in Deptford, with 13.1% of the employed labor force.

Table 18. Covered Employment by Sector, 2022

Private Sector Category	Count	Percent
Agriculture	40	0.3%
Utilities	21	0.1%
Construction	717	5.0%
Manufacturing	140	1.0%
Wholesale Trade	125	0.9%
Retail Trade	6,390	44.8%
Transportation/Warehousing	173	1.2%
Information	49	0.3%
Finance/Insurance	304	2.1%
Real Estate	98	0.7%
Professional/Technical	112	0.8%
Management of Enterprises	6	0.0%
Admin/Waste Remediation	622	4.4%
Educational Services	2,073	14.5%
Health Care	881	6.2%
Arts and Recreation	303	2.1%
Accommodation and Food Services	1,886	13.1%
Other Services	279	2.0%
Private Sector Total	**14,199**	**99.5%**
Public Administration	73	0.5%
Total Covered Employment	**14,272**	**100.0%**

Source: OnTheMap, Center for Economic Studies, U.S. Census Bureau, 2022.

Population and Housing Projections

The Delaware Valley Regional Planning Commission (DVRPC), the Metropolitan Planning Organization (MPO) that covers Deptford as well as the remainder of Gloucester County, published population and employment projections for the year

2050. The DVRPC projects that the Township's population and employment will increase by 3.1% and 9%, respectively, from 2020 to 2050. As Table 19, Population and Employment Projections, 2020 to 2050, shows, these rates are lower than for the County as a whole, which is projected to see population and employment increases of 9.2% and 16.8%, respectively, from 2020 to 2050.

Table 19. Population and Employment Projections, 2020 to 2050

	Deptford			Gloucester County		
	2020	2050	% Change	2020	2050	% Change
Population	31,977	33,002	3.1%	302,294	330,205	9.2%
Employment	16,680	18,337	9.0%	148,183	173,115	16.8%

Sources: DVRPC Regional, County, and Municipal Population and Employment Forecasts, 2020-2050 pub. June 2022.

The Fair Housing Act requires that Housing Plans include a 10-year projection of new housing units based on the number of building permits, development applications approved, and probable developments, as well as other indicators deemed appropriate (N.J.S.A. 52:27D-310.b). Annual building permit issuance in Deptford during the years 2014 through 2023 averaged approximately 38.8 units. However, when reviewing the Township's issuance of certificates of occupancy, the number of dwellings newly occupied was 214 over the last 10 years, or 174 units less than the issuance of building permits suggest. When taking demolition into account, Deptford averages approximately 34.1 net new units per year. Table 20, Housing Projections to 2033, shows prior housing activity.

Table 20. Housing Projections to 2033

Year	Building Permits	Demolitions	Net New Dwellings
2014	52	5	47
2015	83	5	78
2016	42	0	42
2017	49	1	48
2018	55	6	49
2019	18	4	14
2020	22	5	17
2021	32	6	26
2022	13	7	6
2023	22	8	14

Year	Building Permits	Demolitions	Net New Dwellings
Total	388	47	341
10-Year Average	38.8	4.7	34.1
10-Year Background Growth	388	47	341
Housing Sites Growth	1,850		

Consideration of Land for Affordable Housing

Land suitable for affordable housing should ideally be located in near proximity to employment centers, retail shopping for everyday needs, and public transportation routes. In Deptford, the confluence of these land uses is mainly found in the northern third of the municipality where the regional shopping center, the Deptford Mall, is located and public transportation concentrated. Everyday shopping needs are also found in the cluster of secondary retail centers surrounding the Mall, along Clements Bridge Road, Cooper Street and Rt. 47. The northern third of the municipality also has Deptford's highest concentration of population. Accordingly, this area of the municipality is favored for the development of affordable housing. The Township's system of public sewer and water is most extensively developed in this area and most able to efficiently service new residential development to the degree necessary. The southeast corner of the municipality where the Five Points Redevelopment Areas are located is the area in the southern portion of the municipality earmarked for higher intensity uses in the south end of Deptford due to its proximity to Rt. 55 where NJ Transit is proposing a new bus rapid transit stop.

Following the adopted and submission of the June 18, 2025 Fourth Round Plan, two developer challenges were filed with the Program. Site specific relief is barred by law at this stage of the process so challengers may only raise issues with the components in the Township's plan in the hopes that one of its compliance mechanisms proves to be faulty and that their site might then have to be used to meet the affordable housing numbers.

One challenger, Deptford Shopping Center, LLC, was already identified in the housing plan as a suitable site for inclusionary development ("Haddonwood Remainder"). A portion of this tract was earmarked for inclusionary development in the Third Round, just to the south of the U.S. Post Office on Rt. 41, and in the Fourth Round, the entire parcel (Block 203, Lots 8-12) was included as a mixed use development of commercial (likely retail) and townhouses/apartments. The municipality had several meetings with the landowner prior to the adoption of the Fourth Round HEFSP which did not quite come to a conclusion before Deptford was required by law to file it with the Program. These issues have been resolved and a mediation settlement agreement reached. The terms of the settlement are reflected in this document.

The second, by an affiliate of Active Acquisitions, LLC, ALR Deptford Property, LLC, also had several meetings with a Township representative to discuss a concept plan on Block 233, Lots 23, 24, 31 and 32, consisting of 87.9 acres of which 67.7 acres were estimated to be developable this tract is located in between Delsea Drive and Fox Run Road in the Township's R-40 zoning district, an area characterized by low density housing and agriculture. The proposal consisted of 790 townhouses and stacked townhouses (one dwelling over the other) of which 158 (15%) would be affordable units, which presumes they would be rented. This development is not necessary to meet Deptford's Fourth Round obligations, is located in an area not intended for higher intensity development and where utility and road infrastructure is less developed than in other parts of the municipality.

Multigenerational Family Housing Continuity

The Fair Housing Act requires an HEFSP to provide an analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to N.J.S. 52:27D-329.20. As of June 2025, no recommendations have been issued by the Commission.

Consistency with the Master Plan and Other Planning Documents

Deptford Township Master Plan

The Deptford Township 2017 Master Plan is the Township's most recently adopted full Master Plan document. The Planning Board has also adopted a 2023 and 2024 Reexamination Report and a 2025 amendment to the 2024 Report.

- Maintain a fair share housing plan and associated development regulations that meet the municipality's state mandate for affordable housing.
- Facilitate access to a variety of housing to meet the income, aesthetic and personal requirements of the Township's future population. Develop new standards for residential development intended for an aging population.
- Utilize redevelopment statutes sparingly and only within the context of the overall goals and objectives of this document.
- Target resources towards neighborhood preservation as the housing stock ages.
- Ensure that as the Township builds-out, that its balance of open space, residential, institutional, industrial and commercial uses will provide sufficient revenue for the provision of public services at a level that meets the needs of its people.

This Housing Element supports the above goals and objectives by providing for its fair share of low and moderate income housing within the municipal boundaries. Additionally, the affordable and market units projected in the Housing Element consist of a wide variety of housing types, including but not limited to single-family detached

housing units, single family semi-detached, townhouses and apartments that will be affordable to a range of household incomes.

State Development and Redevelopment Plan

The State Development and Redevelopment Plan was just recently updated in December 2025. The State Plan includes a map of the entire state drawn with varying levels of intensity, generally from Planning Areas 1 to 5 from highest to lowest. The State Plan Map designation for Deptford remains basically the same, containing both Metropolitan and Suburban Planning Areas, Planning Areas 1 and 2, respectively. These Planning Areas are designated in the State Plan as areas for growth, which can be further defined as areas where infrastructure improvements and development, including housing and employment, should be concentrated. This is demonstrated by the high prospective need numbers for the municipality in the Third Round (975) and Fourth Round (398).

Fair Share Plan

Deptford Township's Affordable Housing Obligations

A municipality's Fourth Round affordable housing obligation has four components: Fourth Round Present Need (Rehabilitation share), Prior Round Prospective Need, Third Round "Gap"/Prospective Need, and Fourth Round Prospective Need. For Deptford Township, these four components were determined as follows.

In May 2021, the Court approved the October 6, 2020, FSHC settlement agreement (see Appendix A for the agreement and fairness/compliance order), which included the Township's cumulative Prior Round Prospective Need (previously established by COAH) and which set the Third Round Gap/Prospective Need (as negotiated with FSHC). In January 2025, the Township filed its Fourth Round DJ action, which included Township Council Resolution #R.68.25 accepting the DCA calculation of its Fourth Round Present Need/Rehabilitation Share and Prospective Need. The entire four-component Fourth Round fair share obligation is as follows in Table 21.

Table 21. Deptford Affordable Housing Allocation, Fourth Round Summary

Affordable Housing Component	Initial Number	Final Number
Fourth Round Present Need Obligation		87
Prior Round Obligation Unadjusted	522	296
- Urban Aid First Round Adjustment	-226	
Prior Round Obligation	296	
Third Round Obligation, Gap Present Need Plus Future Need		975
Fourth Round Obligation, Prospective Need		398
TOTAL ALLOCATION		**1,756**

These are described in the succeeding paragraphs.

Fourth Round Present Need/Rehabilitation

The amended FHA defines *present need* as "the number of substandard existing deficient housing units currently occupied by low- and moderate-income (LMI) households" and *deficient housing unit* as "housing that (1) is over 50 years old and overcrowded, (2) lacks complete plumbing, or (3) lacks complete kitchen facilities." The Township's Fourth Round Present Need of 87 was calculated by DCA according to its October 2024 methodology report titled *Affordable Housing Obligations for 2025-2035 (Fourth Round) Methodology and Background.*. The Township accepted DCA's determination of its Fourth Round Present Need obligation by resolution as submitted to the Program/Superior Court with its Fourth Round DJ filing.

Prior Round Prospective Need

The Prior Round Prospective Need obligation is the cumulative prospective need obligation for the First and Second Rounds (1987 to 1999). The Township's Prior Round Prospective Need of 296 was calculated by COAH as set forth in the Appendices to COAH's Substantive Rules at N.J.A.C. 5:93-1. This number reflects the fact that Deptford was an urban aid community in the First Round.

Third Round "Gap"/ Prospective Need

As established by the Township's 2020 FSHC Settlement Agreement, Deptford's Third Round obligation (1999-2025) was set at 975 units.

Fourth Round Prospective Need

The 2024 FHA defines *Prospective Need* as "a projection of housing needs based on development and growth which is reasonably likely to occur in a region or municipality, as the case may be, as a result of actual determination of public and private entities." The Township's Fourth Round Prospective Need of 398 was calculated by DCA according to their allocation as set forth in their October 2024 report. The Township accepted DCA's determination of its Fourth Round Prospective Need of 398 by resolution, which was filed with the Program/Superior Court as part of its Fourth Round DJ action (*see* Appendix B).

Each of these components will be addressed in turn below.

Rehabilitation Obligation

Rehabilitation is the means whereby a municipality's Present Need or Rehabilitation Share is addressed. N.J.A.C. 5:93 from the Second Round, defines a dwelling needing rehabilitation as, "...a housing unit with health and safety code violations that require the repair or replacement of a major system." "Major systems" include weatherization, exterior cladding, window and door replacement, roofing, plumbing (water supply and sanitary), heating, electricity, lead paint abatement and load bearing structural systems.

Deptford has relied upon Gloucester County's operation of an owner-occupied rehabilitation program for its prior rehabilitation obligations in previous housing elements. The municipality intends to continue to utilize Gloucester County's Office of Housing and Community Development owner-occupied rehabilitation program for a portion of its Rehabilitation obligation. The County's rehabilitation program is funded by pass-through federal Community Development Block Grant (CDBG) monies that are administered by the County's Office of Housing and Community Development in the Department of Public Works, Division of Planning. The CDGB funding may only be used to benefit low- and moderate-income households that own their dwelling. The program makes funds available for repair or replacement of a major system in a housing unit occupied by an income-qualified household. The County places a lien on the property that functions as a no-cost loan. The loan is either repaid

by the homeowner or when the house changes title if that occurs before the end of 10 years. After 10 years the loan is forgiven.

In addition, the Township will operate a municipally-sponsored program to supplement the County CDBG program until the rehabilitation share is fulfilled. The municipality has engaged Triad Associates to provide professional services in conjunction with the rehabilitation program, an experienced Administrative Agent through the end of 2025 and will be renewing their contract for 2026.

All rehabilitated units will meet the following criteria under N.J.A.C. 5:93-5:

1. *Rehabbed to code*. Units will be rehabilitated in accordance with the standards of the Uniform Construction Code and BOCA Property Maintenance Code in effect at the time of evaluation. The rehabilitation activity will renovate one or more major building systems and will not include luxury improvements, the purchase of appliances (with the exception of stoves) or improvements that are strictly cosmetic.
2. *Occupied by eligible households at time of rehabilitation*. Under Gloucester County's rehabilitation program and federal CDBG requirements, each owner is income-qualified before any contract is executed.
3. *Appropriate affordability controls are enacted*. The County imposes a 10-year lien on the property in the amount of the cost of the work, to be discharged if title changes hands before the 10 years are up. After 10 years, the loan is forgiven.
4. *Administration*. The municipality anticipates that the Gloucester County Office of Housing and Community Development, through its agreement with Triad Associates, will continue to administer the owner-occupied rehabilitation program. Triad will also administer the municipally sponsored program.
5. *Rental units must be included in the program*. The municipally sponsored program will be available to rental units.
6. *Submission of a rehabilitation manual*. A copy of Gloucester County's rehabilitation manual may be found in Appendix C. Triad will provide an operating manual for the municipally sponsored program once engaged for 2026.

Prior Round Obligation

Deptford has previously addressed its prior obligations with a combination of 100% affordable development, inclusionary development, group homes, and rental bonuses. In determining the obligation of the Prior Round, COAH established a number of formulas in N.J.A.C. 5:93-1 *et seq*. pertinent to the calculations in Table 22, Formulas Applicable to the Prior Round Obligation (below). The formulas applicable to the Third Round (based on Second Round rules) being used for the document are calculated as follows:

Table 22. Formulas Applicable to the Prior Round Obligation

Minimum Rental Obligation N.J.A.C. 5:93-5.15(a) = **74 units**

.25 (prior round obligation – 20% cap – 1,000-unit cap) =
.25 (296 – 0 – 0) = .25 (296) = 74 units.

Maximum Rental Bonus = **74 units**

No more than the minimum rental obligation = 74 units.

Maximum Senior Units N.J.A.C. 5:93-5.14(a)1 = **74 units**

.25 (prior round obligation) =
.25 (296) = 74 units.

Satisfaction of the Prior Round Obligation

The Prior Round Obligation has been calculated to be 296 units. The municipality will utilize prior cycle credits, 100% affordable buildings, zoned inclusionary sites and rental bonuses to meet its requirement, as indicated in Table 23.

Table 23. Credits for the Prior Round Obligation

Prior Round Obligation (296)	Family	Rental	Senior	Units	Rental Bonuses	Total Credits
100% Affordable (built)						
New Sharon Woods	50	50		50		50
Deptford Park (74 of 99)		74	74	74		74
Housing Authority of Gloucester County (scattered sites; 2 of 19)	2	2		2		2
Village at New Sharon	22			22		22
Conifer Village at Deptford – 74 of 90	74	74		74	74	148
Total	**148**	**200**	**74**	**222**	**74**	**296**

Deptford exceeds its required minimum rental number of 74 units with 200 such units. The number of age-restricted units for which it is claiming credit, 74, is equal to the maximum allowed. Deptford seeks 74 rental bonuses, the maximum permitted, from the Conifer Village project. All documentation for Prior Round units has previously been provided and has been approved by the Court. It is available for inspection upon request.

New Sharon Woods – New Sharon Woods is a development that contains 50 units, built in 1983 on Block 309.01, Lot 1. It is owned and operated by New Sharon Woods Associates, LP, an experienced affordable housing administrator, and includes 44 low-income units and six moderate-income units. The project was refinanced in September

2006 through HUD's Mark-to-Market loan program and as part of the agreement, 30-year affordability controls were imposed (*see* Appendix D).

Deptford Park – Deptford Park (called Cooper Street Senior Housing in earlier plans) is owned by the Housing Authority of Gloucester County, which built and operates the mid-rise apartment building at Block 456, Lot 12 as a 100-unit affordable age-restricted and disabled adult development, with 99 creditable units and one superintendent's unit (note the Settlement Agreement indicates there are 100 available units). All affordable apartments are one-bedroom units, of which 97 are currently occupied by low-income households and two by moderate-income households (note the Settlement Agreement indicates all 100 are low-income units). Ten of the units are designed for the disabled. Because it is owned by a public housing authority, tenants are screened using HUD criteria for eligibility. Deptford is claiming 74 credits, the maximum available for age-restricted affordable units, from this project.

Housing Authority of Gloucester County – The Housing Authority of Gloucester County owns 19 single-family homes throughout Deptford Township that it makes available as affordable family rental units. Of the 19 Prior Cycle credit-eligible units, the Township is claiming credit for two units as partial satisfaction of its prior-round obligation – Block 50, Lot 1, which was deed-restricted in April 1980, and Block 599, Lot 3, which was deed-restricted in May 1980 as Prior Cycle credits. Both are occupied by very low-income households.

The Village at New Sharon – The Village at New Sharon is located on Block 395, Lots 10 and 11; and Block 396, Lots 2, 3, 9, 10, 12, 14, 17 and 21, totaling 2.44 acres located just to the north of New Sharon Woods. The development is 100% affordable and includes 22 semi-detached family affordable for-sale units – 15 moderate-income units and seven low-income units (note the Settlement Agreement says all 22 units are moderate-income units). The final certificate of occupancy was granted on October 22, 1998. Twenty-year affordability controls were put in place between 1995 and 2000, pursuant to the terms of Deptford Township's First Round substantive certification. One of those dwellings was offered for sale post deed-restriction and the Township exercised its right to purchase it. This single dwelling at 33 Dancy Street is contributing towards the Fourth Round compliance plan.

Conifer Village at Deptford – The site is located at the intersection of Deptford Avenue and Tacoma Boulevard (C.R. 644), on Block 80, Lot 4. The units comply with the bedroom distribution requirements of N.J.A.C. 5:80-26.3 and low-moderate income distribution under -26.4; according to the most recent tax credit report, of the 90 units, 10 are occupied by very low-income households, 39 are occupied by low-income households, and 41 are occupied by moderate-income households (note the Settlement Agreement says 13 are very low-income, 38 are low-income and 39 are moderate-income, and older tax credit documents say 10 are very low-income, 40 are low-income and 40 are moderate-income). Deptford Housing Associates LLC, a wholly owned subsidiary of Conifer Realty and a qualified and experienced affordable housing

administrator, owns and manages the site. The property was deed-restricted for a minimum of 30 years in April 2010. The Township is claiming 74 units toward Prior Round compliance, and will claim the remaining 16 units toward Third Round compliance. Because these are rental units, the Township is also claiming 74 rental bonuses, the maximum permitted.

Third Round Obligation

The Township's original May 3, 2019, Settlement Agreement with FSHC details a Third Round obligation of 975 units, and two options for how the Township could meet that obligation affecting a few hundred units. This was modified by the first amendment to the Settlement Agreement, dated August 15, 2019, that included a firm commitment from the Lakes of Bankbridge developer, Glouco Development Co., and from Gloucester County and associated entities for a large special-needs and family mixed-income development. In the second Settlement Agreement, the Gloucester County site was reduced to 24 units, all special-needs, additional group homes were documented, and additional inclusionary housing sites identified.

The following formulas apply to the Township's Third Round obligation, using the Second Round Rules for the Third Round and indicated in Table 24, below.

Table 24. Formulas Applicable to the Third Round Obligation

Minimum Rental Obligation (N.J.A.C. 5:93-5.15(a)) = **244 Units**

.25 (Third Round Obligation– 20% cap – 1000-unit cap) =
.25 (975 – 0 – 0) = .25(975) = 243.75, rounded up to 244 units.

Maximum Rental Bonuses (N.J.A.C. 5:93-5.15(d)3) = **244 units**

.25 (Third Round Obligation) = .25 (975) = 243.75, rounded up to 244 units

(No rental bonus is granted in excess of the rental obligation.)

Maximum Age-Restricted Units (N.J.A.C. 5:93-5.14(a)2) = **243 Units**

.25 (Third Round Obligation)
.25 (975) = 243.75 units, rounded down to 243 units.

Minimum Low-Income Units (N.J.A.C. 5:93-3.1(e)1) = **366 Units**

.5 (Third Round Obligation – rental bonuses) = .5 (975-244) = 365.5 units, rounded up to 366 units.

Minimum Family Units (N.J.A.C. 5:93-5.14(a)1) = **366 Units**

.5 (Third Round Obligation – Rental Bonuses) =
.5 (975 - 244) = 365.5, rounded up to 366 units.

Minimum Family Rental Units (N.J.A.C. 5:93-5. 15(d)2) = **122 Units**

.5 (Minimum Rental Obligation) = .5 (244) = 122 units

Satisfaction of the Third Round Obligation

Table 25, Units and Bonuses Addressing the Third Round Obligation, shows how the Township originally proposed to address the 975 required units and bonuses of the Third Round, with 731 units and 244 bonus credits.

Table 25. Units and Bonuses Addressing the 3rd Round Obligation – June 18, 2025

Affordable Housing Mechanism	Family	Rental	Senior	Units	Bonuses	Total Credits
100% Affordable Housing - Built						
Deptford Park – 25 of 99		25	25	25		25
Nancy J. Elkis Senior Housing		80	80	80		80
Housing Authority of Gloucester County (scattered sites – 17 of 19)	17	17		17		17
Conifer Village (LIHTC - 16 of 90)	16	16		16	16	32
Tanyard Oaks (LIHTC)	65	65		65	65	130
Habitat for Humanity	2			2		2
100% Affordable Housing - Proposed						
Diocese of Camden Housing		81	81	81		81
Inclusionary Sites - Built						
Deptford Landing	4			4		4
Willow Ridge	4			4		4
Reserve at Willow Ridge	2			2		2
JAS Homes (Tarpy Lane)	4			4		4
Inclusionary Sites – Under Construction or Approved						
DR Horton (was NJTD Investment Group; under construction)	41			41		41
Rizzuto (approved)			14	14		14
Inclusionary Sites – Zoning in Place						
Deptford 15, LLC	27	27		27		27
Miller	22			22		22
Haddonwood Remainder (now Deptford Shopping Center)	25	25		25		25
Local 360 United F&C	9			9		9
Lakes of Bankbridge	101	57		101	57	158
DR Horton (was P&I Associates)	18			18		18
Five Points South (Benderson)	115	115		115	82	160
Alternative Living Arrangements – Completed, Under Construction, or Approved						
Devereux Group Homes (3 homes)		13		13		13
Community Options (1 home)		4		4		4

Affordable Housing Mechanism	Family	Rental	Senior	Units	Bonuses	Total Credits
ARC Gloucester (2 homes)		8		8		8
Residences at South College Drive	24	24		24	24	48
Twin Cedars Assisted Living (approved)		10	10	10		10
Total	**496**	**567**	**210**	**731**	**244**	**975**

However, since the 2020 Settlement Agreement was executed, changes to two compliance mechanisms, discussed below, left the Township with a six-unit shortfall at the start of the Fourth Round. To remedy this, in the Fourth Round HEFSP, the Township added a new compliance mechanism – Extensions of Affordability Controls – to its Third Round compliance plan, and moved some units from Third Round compliance to Fourth Round compliance.

In August 2025 FSHC, filed a challenge to the Township's plan, as did two other entities – Deptford Shopping Center, LLC ("DSC") and ALR Deptford Property, LLC ("ALR"). Through mediation, the Township and FSHC settled FSHC's challenge by agreeing to remove the previously approved Third Round rental bonuses from the Five Points South project and redistribute them across other compliance mechanisms, to provide the revised Third Round compliance plan shown in Table 25a. Table 25a demonstrates that the Township meets its 244-unit minimum rental requirement with 670 existing and proposed rental units. It is entitled to 244 rental bonus credits. It proposes 241 age-restricted units, two fewer than the maximum allowed, 395 family rental units, 273 more than the 122 minimum required, and 442 total family units, against a required minimum of 366.

Table 25a. Units and Bonuses Addressing the Third Round Obligation – REVISED

Affordable Housing Mechanism	Family	Rental	Senior	Units	Bonuses	Total Credits
100% Affordable Housing - Built						
Deptford Park – 25 of 99		25	25	25		25
Nancy J. Elkis Senior Housing		80	80	80		80
Housing Authority of Gloucester County (scattered sites – 17 of 19)	17	17		17		17
Conifer Village (LIHTC - 16 of 90)	16	16		16	16	32
Tanyard Oaks (LIHTC)	65	65		65	65	130
Habitat for Humanity	2			2		2
Extensions of Controls (New Mechanism)						
New Sharon Woods	50	50		50		50
100% Affordable Housing - Proposed						
Diocese of Camden Housing (Donason) -7 units		74	74	74		74
Inclusionary Sites - Built						

Affordable Housing Mechanism	Family	Rental	Senior	Units	Bonuses	Total Credits
Deptford Landing	4			4		4
Willow Ridge	4			4		4
Reserve at Willow Ridge	2			2		2
JAS Homes (Tarpy Lane)	4			4		4
Inclusionary Sites – Under Construction or Approved						
DR Horton (was NJTD Investment; under construction) **+1 unit**	42	42		42	42	84
Rizzuto (approved)			14	14		14
Inclusionary Sites –To Be Rezoned/Redeveloped						
Deptford 15, LLC	27	27		27		27
Miller (4 of 22)	4			4		4
Haddonwood Remainder (25 of 40)	25	25		25	2	27
Local 360 United F&C	9			9		9
Lakes of Bankbridge (71 of 101; **- 30 units**)	71	71		71	71	142
DR Horton (was P&I Associates)	18			18		18
Deptwood Center – NEW		38	38	38		38
Five Points South (Benderson; 82 of 115; **-33 units**)	82	82		82	0	82
Alternative Living Arrangements – Completed, Under Construction, or Approved						
Devereux Group Homes (3 homes; **- 1 bedroom**)		12		12		12
Community Options (1 home)		4		4		4
ARC Gloucester (2 homes)		8		8		8
Residences at South College Drive (24 apartments)		24		24	24	48
Twin Cedars Assisted Living (approved)		10	10	10		10
Total	**442**	**670**	**241**	**731**	**244**	**975**

Descriptions of the affordable housing developments for the Third Round Obligation follow. All crediting information for Third Round compliance mechanisms have been provided and accepted by the Court. They are available for inspection upon request.

Third Round 100% Affordable Housing – Completed

Deptford Park – Under the Prior Round obligation is a description of Deptford Park. The Township is claiming the remaining 26 units not included in the Prior Round obligation as partial satisfaction of its Third Round obligation.

Nancy J. Elkis Senior Housing *(formerly Deptford Park II)* – Nancy J. Elkis Senior Housing is located on Block 456, Lot 13 and, like Deptford Park, is operated by the Housing Authority of Gloucester County. The age-restricted development has 80 units, of which 34 are occupied by very low-income households, 34 are occupied by low-income households, and 12 are occupied by or available to moderate-income households (note the Settlement Agreement lists all 80 units as moderate-income). The development was funded by Low Income Housing Tax Credits and Balanced Housing funds, was completed in 1997, and has 30-year affordability controls in place.

Housing Authority of Gloucester County – The Township is claiming 17 credits for the remaining 17 of 19 Prior Cycle creditworthy single-family homes owned by the Housing Authority of Gloucester County as affordable family rentals. As noted above, the other two were claimed by the Township as partial satisfaction of its Prior Round obligation. Of the 17, seven are currently occupied by very low-income households, four are occupied by low-income households, and six are occupied by moderate-income households.

Conifer Village at Deptford – Under the Prior Round is a description of Conifer Village at Deptford. The Township is claiming the remaining 16 credits not included in the Prior Round obligation as partial satisfaction of its Third Round obligation. Because these are family rental units, the Township is also claiming 16 rental bonuses.

Tanyard Oaks – The Tanyard Oaks development consists of 65 units, 55 of which are low-income and 10 of which are very low-income (note the Settlement Agreement indicates 56 units are low-income and nine are very low-income). The site is located on Tanyard Road on Block 398, Lot 29. Developed by Community Investment Strategies, Inc., the site was funded with Low Income Housing Tax Credits and Balanced Housing funds. The site received its final certificate of occupancy in 2010, and 30-year affordability controls were filed at that time. Because these are family rental units, the Township is claiming 65 rental bonuses.

Habitat for Humanity – In 2015, Habitat for Humanity purchased Block 410, Lot 10, subdivided it, and built two three-bedroom homes for sale to moderate-income households. The units received their certificates of occupancy in 2017, and both units were sold and are occupied. A deed restriction imposes affordability controls for 30 years.

Third Round Extensions of Controls – New

New Sharon Woods – Please see the discussion of this property under Prior Round Compliance. The project was refinanced in 2006 through HUD's Mark-to-Market loan program and as part of the agreement, new 30-year affordability controls were imposed on all 50 units. The units meet the necessary criteria for extensions of controls, including:

- *They meet the criteria for Prior Cycle or post-1986 credits as set forth in N.J.A.C. 5:97-4.2 or -4.3.* The units were previously approved as Prior Cycle units for Prior Round credit.
- *The affordability controls for the units were scheduled to expire during the 1999-2018 crediting period, and were extinguished by the imposition of new controls per the new loan agreement.*
- *The Township obtained a continuing certificate of occupancy or a certified statement from the municipal building inspector that the units meet all code standards;*
- *The Township was required to fund and complete any work necessary to bring the units up to code.*

Please see Appendix D for documentation related to extensions of controls on these units.

Third Round 100% Affordable Housing – Proposed

Diocese of Camden Housing/Donason Tract –The original proposal was for 81 units on the site; however, the current developer, the Diocese of Camden, has proposed 74 units due to the limited portion of the site in the Township's sanitary sewer service area, a loss of seven credits, which shortfall the Township is addressing through new Third Round extensions of controls, discussed above, and rearrangement of some credits between the Third and Fourth Rounds.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development.* The Township owns the land. There is a gas pipeline easement along the northwestern edge adjacent to the New Jersey Turnpike that borders the site. There are no conditions of title that would preclude the development of affordable housing on the site.
- *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has more than 900 feet of frontage along a county highway (C.R. 621 - Almonesson Road) and 1,400 feet on Caulfield Avenue, a designated "major collector" in the Circulation Element of the Township's Master Plan. The site is adjacent to and across Caulfield Avenue from existing multi-family housing in the Locust Grove planned community. Across Almonesson Road is one of the Township's major active recreational complexes with baseball, softball, and an indoor wrestling/basketball facility. None of these land uses is incompatible with the proposed use of the site.
- *Adequate sewer and water is available.* According to the Deptford Township Municipal Utilities Authority, water and sewer service are available for the site on Caulfield Avenue. A small 1.5-acre portion of the site remains in the sanitary sewer service area, sufficient to serve the 74-unit building.

- *The site can be developed in accordance with RSIS*. Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 *et seq*.
- *The site is located in a Smart Growth Planning Area*. The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.
- *The site will comply with all applicable environmental regulations*. There are freshwater and tidal wetlands associated with a tributary of Big Timber Creek in the center of the tract. The site has approximately sixteen acres that are constrained by these environmental features and their regulatory riparian and freshwater buffers. The net developable area is 7.09 acres. A project totaling 74 units would have a net density of slightly less than 10.5 units per acre and can be constructed in the northeast portion of the site. See concept plan in Appendix
- *The site will not affect any historic or architecturally important sites and districts*. There are no historic sites or districts located on the site or in the nearby surrounding area.

Applicable COAH's Second Round rules at N.J.A.C. 5:93-5.5 will be addressed as follows:

- *Administrative Entity*. The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the two tracts, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Very Low-, Low- and Moderate-Income Distribution*. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing*. The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Controls on Affordability*. The affordable units will have minimum 30-year affordability controls.
- *Bedroom Distribution*. The distribution of the number of bedrooms will follow UHAC regulations.
- *Sources of Funds*. The Township has provided a pro forma of both total development costs and sources of funds and documentation of the funding available to the

municipality and/or project sponsor. The proforma also includes the project schedule. The main funding source could be either State or Federal tax credits, depending on the favorability of the programs at the time of application, which is expected to be undertaken by the Diocesan Housing Corp. in 2026. In the case where an application for outside funding is not successful, the municipality will provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township anticipates being able to meet this requirement through funds to be generated from non-residential and residential development not incorporating affordable units as spelled out in the Township's Spending Plan and as required by the Settlement Agreement for the down payment. The Township has passed a resolution of intent to fund (*see* Appendix N) in the event of a financial to implement its Housing Element and Fair Share Plan.

- *Construction Schedule*: The Township's mediation agreement with FSHC requires that the Township provide an updated pro forma for this project showing construction beginning within two years. The pro forma in Appendix Q indicates construction will have begun well before that time.

Appendix Q also includes a Resolution of Need for application for tax credits, agreement to the use of affordable housing trust funds and resolution from the Township council authorizing its execution, and the authorizing resolution and executed redevelopment agreement between the municipality and the Diocesan Housing Corp.

Third Round Inclusionary Developments – Completed

Deptford Landing – Four inclusionary single family semi-detached dwellings, located on Block 389 Lots 1.07 and 1.08, and Block 392, Lots 10 and 11, were constructed as required by the major subdivision approval for this project. Two of the units received certificates of occupancy in 2012, and the remaining two in 2013. Thirty-year deed restrictions were applied prior to the issuance of each certificate of occupancy. Two of the units are moderate-income and two are low-income. The units are administered by Triad Associates, the Township's Administrative Agent.

Willow Ridge – Willow Ridge, at one time known as Raven's Hill, includes four affordable for-sale single-family detached houses located on Block 386.04, Lots 11 and 12 and Block 386.10, Lots 9 and 10. Two of the units are low-income and two are moderate-income. One low-income and one moderate-income unit have two bedrooms each and the remaining two are three-bedroom units. Thirty-year affordability restrictions for these units were filed in 2005. The units are administered by the Housing Affordability Service.

Reserve at Willow Ridge – This development includes two affordable single-family detached dwellings, Block 386.08 Lots 11 and 28. One is a low-income unit and one moderate-income, one with four bedrooms and one with five bedrooms. Thirty-year

affordability controls were put into place in 2009. The units are administered by the Housing Affordability Service.

JAS Homes (Tarpy Lane) – This inclusionary development of 26 single-family homes includes four affordable for-sale units – two low-income and two moderate-income – on Block 233, Lots 145 and 146, and Block 233.01, Lots 3 and 4. All four units have three bedrooms. The last unit received its certificate of occupancy in 2011, completing the establishment of 30-year affordability controls for the four units. The units are administered by the Housing Affordability Service.

Third Round Inclusionary Developments – Approved

DR Horton (was NJTD Investment Group) – NJTD Investment Group sold Block 398, Lots 14-16, 17.01, 18, 35, 50 to DR Horton, the largest or one of the largest homebuilders in the country. The development is for the construction of 231 market-rate condominium townhouses and 42 affordable family rental units in a stacked flat configuration for a total of 273 dwellings on a tract of 32.27 acres. The number of affordable units is one more than expected in the Third Round HEFSP. The project is under site construction. The revised resolution of final site plan approval may be found in Appendix O, along with a draft deed restriction that spells out the income-bedroom distribution requirements of the 42 affordable units.

Rizzuto/Forestar – This is a 23.4-acre parcel at the corner of Tanyard Road and Ayres Avenue (Block 84, lot 1). Across Ayres Avenue are school administrative offices and a moving company. On the property is a 120-foot-wide PSE&G utility easement, acquired for overhead electrical transmission lines to a planned substation in Woodbury Heights that was never built. There are no overhead or underground utility lines in the easement, and the subdivision plan places this in open space.

The project has a preliminary major subdivision approval for 81 age-restricted units, of which 14 would be single-family semi-detached dwellings. One of the conditions of approval is the amendment of the sanitary sewer service area (SSA) to include all of the house sites on the subdivision. Since the major subdivision approval was granted to the landowner, Forestar Group, Inc., has entered into a sale and purchase agreement for the property. In so doing, they have proposed a slightly modified subdivision plan and have refiled for a Water Quality Management Plan amendment to NJDEP and for a new determination of freshwater wetlands (LOI) as the prior one expired a year ago or so. These documents were submitted on July 15, 2025. The subdivision plan would require filling in a small emergent wetland area that has developed since the farm was abandoned and the farmhouse demolished that once constituted the rear yard of the house. It is anticipated that the freshwater wetlands determination of intermediate resource value wetlands would continue and that the isolated wetlands may be filled as was allowed in the prior LOI. The amendment to the SSA would fulfill a public purpose of providing additional affordable housing units and can be considered outside of the

larger request for a 23-municipal amendment to the County WQMP that was filed in 2020.

Third Round Inclusionary Developments – Zoned Sites

The Township was granted approval of the following sites in its Third Round Judgment of Repose. All required zoning was put into place in 2020.

Deptford 15, LLC – This 16.9-acre site is identified as Block 5.01 Lot 13.02 and is located to the east of the Lowe's shopping center. The site is vacant. Access may not be directly made to Almonesson Road because of the slope created by the bridge abutment that carries Almonesson Road over Route 55; NJDOT, established a slope and no access easement along the frontage. Instead, adequate access to the site was created at the time of the original subdivision via a 30-foot ingress and egress/utility easement from Locust Grove Boulevard across the rear of the Lowe's lot and the side yard of the Austin apartment complex. Access may also be available across Block 5.01, Lot 16.04, that is owned by the Nemours Foundation. The Foundation owns the adjacent property, Lot 16.02 where Nemours DuPont Pediatrics operates a children's outpatient facility, though title work would need to be undertaken to conclusively establish this right. This access differs from a separate easement that provides access to the DTMUA water tank on Lot 22. The Township is in receipt of a letter from the managing member of the LLC, dated December 10, 2025 indicating acceptance of the continued inclusion of the site in the Fourth Round and its existing zoning regulations (*see* Appendix P). In accordance with the terms of the 2019 Settlement Agreement, the Township rezoned the site to provide a realistic opportunity for the development of 180 units (a gross density of 12 units per acre), with a required 15% set-aside, for a total of 27 affordable family rental units.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development.* The Township is not aware of any legal encumbrances that would preclude the development of affordable housing on the site. There is a 30-foot ingress and egress/utility easement along the northwestern property boundary that connects to Locust Grove Boulevard alongside the common property boundary between the Lowe's home improvement center and the Austin apartment complex. This 30-foot wide easement allows for an adequate cartway under Residential Site Improvement Standards ("RSIS") rules (N.J.A.C. 5:21-1 et seq.) for the level of development anticipated on the site.
- *The site is adjacent to compatible land uses and has access to appropriate streets.* See prior paragraph pertaining to access for the site. Directly to the north is open space land owned by the Locust Grove Homeowners Association and the driveway to the DTMUA water tank. Abutting the site on the north side of Lot 16.04 is the Nemours-DuPont Pediatric Specialty Care and Surgery Center and associated

parking. Across Almonesson Road to the east is the southern end of the Heritage Village senior residential development, and then the western edge of Route 55. Abutting the site at the southeast end is the Lowe's Home Improvement Center and it is cater-corner to the Austin apartment complex.

- *Adequate sewer and water is available*. The site is within the Township's sewer service area, and the Deptford Township Municipal Utilities Authority indicates that water and sewer service are available at the site from their existing easement.
- *The site can be developed in accordance with RSIS*. Development of the site can occur consistent with RSIS, N.J.A.C. 5:21-1 *et seq*.
- *The site is located in a Smart Growth Planning Area*. The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.
- *The site will comply with all applicable environmental regulations*. There are no known contaminated sits on the parcel. The southern half of the site is constrained by wetlands, but there is sufficient unconstrained land to construct the number of proposed units at reasonable net densities.
- *The site will not affect any historic or architecturally important sites and districts*. There are no historic sites or districts located on the site or in the nearby surrounding area.

In addition, the terms of the Settlement Agreement will be addressed as follows:

- *Administrative Entity*. The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the two tracts, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Very Low-, Low- and Moderate-Income Distribution*. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing*. The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Controls on Affordability*. The affordable units will have minimum 30-year or 40-year affordability controls, depending on tenure.

- *Bedroom Distribution*. The distribution of the number of bedrooms will follow UHAC regulations.

Miller – The four lots at Block 86, Lots 4, 5, 15 and 27 comprise a 17.99-acre parcel on the north corner of the intersection of Tanyard Road and Cattell Road. All four lots are in the R-40, or low-density residential zone. There is one residence on the underutilized property. One lot and part of a second are farmland-assessed. The Township has rezoned the site to provide a realistic opportunity for the development of 147 residential units (note the Third Round Settlement Agreement says 152 total units) at 8.2 units per acre with a required set-aside of 15% if the units are for rent and 20% if the units are for sale, for a total of at least 22 affordable units. The Township is claiming four affordable units toward Third Round compliance, and the remainder toward Fourth Round compliance.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development*. The lots are under common ownership, and the Township is not aware of any legal encumbrances that would preclude the development of affordable housing on the site.
- *The site is adjacent to compatible land uses and has access to appropriate streets*. The site has about 1,071 feet of frontage on Tanyard Road and about 1,330 feet of frontage on Cattell Road. Across both streets are residential developments in the R-10, or medium-density residential zone. The land behind the site is zoned R-20A, or medium-density residential. Bus Route 463 runs along Tanyard Road from Woodbury to the Avondale Park & Ride in Sicklerville, and stops on the corner of Tanyard and Cattell Roads.
- *Adequate sewer and water is available*. The site is within the Township's sewer service area. While the DTMUA reports that sewer service is not currently available at the front of the site, sanitary sewer is located in Mail Avenue at Tanyard Road, a distance of about 400 feet. Since this site is across the street from the P&I Associates sites, costs could be shared to run the sewer collector. Water is available to Lots 4, 15 and 27.
- *The site can be developed in accordance with RSIS*. Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 *et seq*.
- *The site is located in a Smart Growth Planning Area*. The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.

- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.
- *The site will comply with all applicable environmental regulations.* There are no wetlands or wetlands buffers, and no known contamination on the site.
- *The site will not affect any historic or architecturally important sites and districts.* There are no historic sites or districts located on the site or in the nearby surrounding area.

In addition, the terms of the Settlement Agreement will be addressed as follows:

- *Administrative Entity*. The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the two tracts, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Very Low-, Low- and Moderate-Income Distribution*. At least half of the affordable units developed will be affordable to low-income households. Because these are anticipated to be for-sale units, they will not include any very low-income units. The Township has sufficient very low-income units in other developments to satisfy its statutory requirement that at least 13% of affordable units approved since 2008 be affordable to very low-income households.
- *Affirmative Marketing*. The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Controls on Affordability*. The affordable units will have minimum 30-year or 40-year affordability controls, depending on tenure.
- *Bedroom Distribution*. The distribution of the number of bedrooms will follow UHAC regulations.

Haddonwood – This is the site of the former Haddonwood Swim Club, currently vacant, totaling 33.61 acres on the east side of Hurffville Road south of where it crosses Route 42 (Block 203; Lot 8-12 and 21). In accordance with the terms of the Third Round Settlement Agreement, the Township rezoned the northerly part of the site to provide a realistic opportunity for the development of 166 units (a gross density of 11 units per acre), assuming rental development, with a required 15% set-aside, for a total of 25 affordable units.

In the Fourth Round, the entire tract has been proposed for inclusionary development, with a commercial component along its frontage on Rt. 41 (Hurffville Road) which is a major commercial corridor in Deptford. The owner of the tract filed a challenge to the Township's Fourth Round HEFSP. Through mediation, the parties have drafted a settlement agreement to resolve the challenge, which may be found in Appendix F.

Pursuant to the agreement, the Township must within 30 days of execution of the settlement agreement authorize the Planning Board to conduct a preliminary investigation as to whether the property constitutes an area in need of redevelopment, and requires the Planning Board report to be prepared within 60 days of receiving the authorization to investigate. Should the Planning Board find the property qualifies as an area in need of redevelopment, the Township is required to adopt a redevelopment plan for the site within 90 days. Thereafter, the settlement agreement spells out a timeline by which the parties must execute a redevelopment agreement and financial agreement.

The settlement agreement specifies a mixed-use development including 266 total rental apartments, of which 40 must be deed-restricted as affordable, or, should full engineering of the site determine that it cannot support 266 units, the agreement requires that 15% of all units developed by set aside as affordable. The landowner has created a concept plan with an experienced developer that indicates how the property could be laid out to accommodate this number of units and future commercial uses on the highway frontage (see also Appendix F). Of those 40 units, 25 are being claimed toward Third Round compliance.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development*. The Township is not aware of any legal encumbrances that would preclude the development of affordable housing on the site, nor has the landowner disclosed any such encumbrances in its concept submissions.
- *The site is adjacent to compatible land uses and has access to appropriate streets.* Lot 10 has 300 feet of frontage on the east side of Hurffville Road. Land to the north is occupied by the U.S. Post Office and a small one-story industrial building with frontage on Dein Avenue. In front of Lots 10 and 11 on Hurffville Road is a small closed gas station, and across Hurffville Road to the west is a residential development, beer distributor, a historic church cemetery, a truck sales facility and Home Depot. To the east, along the Township/County line, is the South Branch of Big Timber Creek. Land uses on the opposite side in Runnemede are residential and in Gloucester Township, industrial, but more than 700 feet distant across the tidal creek. To the south are small scale retail businesses. It is near to the Township's retail shopping areas, centered on the Deptford Mall, that provide job opportunities.
- *Adequate sewer and water is available*. The site is within the Township's sewer service area. Water and sanitary sewer service is directly located in front of the property for service to the site.
- *The site can be developed in accordance with RSIS*. Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 *et seq*.

- *The site is located in a Smart Growth Planning Area*. The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.
- *The site will comply with all applicable environmental regulations*. There are no known contaminated sites on the parcel. A portion of rear of property, to the east near Township line, is wetlands and riparian waters associated with the South Branch of Big Timber Creek. The development will require a waterfront development permit and other environmental permits from NJDEP. At one time, this corridor was identified as bald eagle habitat but this additional designation no longer applies to the property, according to the landowners' professional team. These permitting requirements are not expected to hinder the development of affordable housing on the unconstrained land.
- *The site will not affect any historic or architecturally important sites and districts*. There are no historic sites or districts located on the site or in the nearby surrounding area.

In addition, the terms of the Third Round Settlement Agreement will be addressed as follows:

- *Administrative Entity*. The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the two tracts, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Very Low-, Low- and Moderate-Income Distribution*. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing*. The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Controls on Affordability*. The affordable units will have minimum 30-year or 40-year affordability controls, depending on tenure.
- *Bedroom Distribution*. The distribution of the number of bedrooms will follow UHAC regulations.

Local 360 United F&C – This 10-acre property is located at 1920 Delsea Drive, Block 397, Lot 3. The Township has rezoned the site to provide a realistic opportunity for the

development of 60 residential units (a gross density of six units per acre), with a presumed set-aside of 15%, for a total of nine affordable units.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development*. The Township is not aware of any legal encumbrances that would preclude the development of affordable housing on the site.
- *The site is adjacent to compatible land uses and has access to appropriate streets*. The site has about 550 feet of frontage on Delsea Drive and a 50-foot-wide strip that provides access to Tanyard Road. It is surrounded by residential and agricultural uses along the Delsea Drive frontage on both sides of the street.
- *Adequate sewer and water is available*. The Deptford Township Municipal Utilities Authority reports that the site is within the Township's sewer service area, and both water and sewer service are currently available to the site.
- *The site can be developed in accordance with RSIS*. Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 *et seq*.
- *The site is located in a Smart Growth Planning Area*. The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Suburban Planning Area, Planning Area 2, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The development is not within jurisdiction of a Regional Planning Agency but is within the jurisdiction of CAFRA*. The site is otherwise located outside of the Pinelands, Highlands, or Meadowlands jurisdictions. As noted, the site will require a waterfront development permit.
- *The site will comply with all applicable environmental regulations*. There are no wetlands, floodplain or known contamination on the site.
- *The site will not affect any historic or architecturally important sites and districts*. There are no historic sites or districts located on the site or in the nearby surrounding area.

In addition, the terms of the Settlement Agreement will be addressed as follows:

- *Administrative Entity*. The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the two tracts, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.

- *Very Low-, Low- and Moderate-Income Distribution*. At least half of the affordable units developed will be affordable to low-income households. Because these are anticipated to be for-sale units, they will not include any very low-income units. The Township has sufficient very low-income units in other developments to satisfy its statutory requirement that at least 13% of affordable units approved since 2008 be affordable to very low-income households.
- *Affirmative Marketing*. The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Controls on Affordability*. The affordable units will have minimum 30-year or 40-year affordability controls, depending on tenure.
- *Bedroom Distribution*. The distribution of the number of bedrooms will follow UHAC regulations.

Lakes of Bankbridge – Glouco Approvals Group was one of the intervenors in the Township's Declaratory Judgment action for the Third Round. An affiliated company, P&I Associates, owns another site that is part of this housing plan. The property at hand was to be Phase II of the former Lakes of Bankbridge planned unit development that was never completed and for which there are no extant approvals. This is a 99.2-acre tract, currently farmland and vacant, wooded land mostly farmland-assessed, consisting of Block 398, Lots 7, 31, 32, 33 and 52. For the Third Round, the Township rezoned the site to provide for the development of a total of 504 residential units, with a required set-aside of 20% regardless of whether the affordable units are rentals or for-sale, for a total of 101 affordable units.

In addition to accommodating the 504 units of the site, 18 more affordable units from the 90 units anticipated at the P&I Associates site are proposed to be transferred to the Lakes of Bankbridge site in the form of stacked townhouses (one unit over another). This may be accomplished through the noncontiguous planned unit residential provisions of the MLUL (N.J.S.A. 40:55D-39(b)). The density will accommodate the transfer of units.

In the Memorandum of Understanding (MOU) with Deptford Township, Glouco Approvals Group committed to provide at least 57 affordable rental units in a multi-family configuration. These units will thus be eligible for 57 rental bonus credits. As required in the MOU, Lakes of Bankbridge will consist of 288 multi-family dwellings with 57 affordable family rental units that will include all of the very low-income units required per the settlement agreement with FSHC, 86 market-rate townhouses, 22 affordable townhouses, 40 affordable stacked townhouses plus 18 additional stacked townhouses from the P&I Associates site. In the Fourth Round, the total number of units increases to 662 and 151 affordables, with an additional 10 affordable multi-family family units. An additional 44 affordable stacked townhouses will be provided. Since the MOU was executed, the title to the property has been transferred to Boxwood Bluffs, LLC (still an affiliated company). In addition, DR Horton has obtained a

purchase and sale agreement for both this tract and the P&I tract. See discussion on Fourth Round amendments of the anticipated development of this site.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development*. The Township is not aware of any legal encumbrances that would preclude the development of affordable housing on the site.
- *The site is adjacent to compatible land uses and has access to appropriate streets*. The site has adequate frontage on Bankbridge Road of 250 linear feet. In addition, the site would be served by an extension of a stub street (intended as a collector), Woodcreek Road, eastward into the development. The property adjoins the Deptford Soccer Complex to the south, Tanyard Oaks (a 100% affordable development) on the east, various single family detached uses fronting on Bankbridge Road, single family detached and attached housing to the west (part of the original Lakes of Bankbridge) and other lands of the owner to the south, on the opposite side of Bankbridge Road. The proposed land uses are compatible with the existing land uses in the area.
- *Adequate sewer and water is available*. Most of the site is within the Township's sewer service area; only small portions of the western, southeast and eastern edges of the site are not. This will not be a constraint on the development of affordable housing on the site. The Deptford Township Municipal Utilities Authority indicates that water and sewer service are available to the site.
- *The site can be developed in accordance with RSIS*. Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 *et seq*.
- *The site is located in a Smart Growth Planning Area*. The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Suburban Planning Area, Planning Area 2, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.
- *The site will comply with all applicable environmental regulations*. There are wetlands around the southeastern and eastern edges of the property, but not sufficient to be a constraint on the development of affordable homes on the remaining 88 acres. Two branches of the Monongahela Creek cross the tract. One of these will need to be bridged to connect the development to Woodcreek Road and create a thru connection to Bankbridge Road. Riparian buffers, flood plain and wetlands exist along these branches, which can be characterized as lying at the bottom of ravine-like slopes. The Township and D R Horton have had meetings with the NJDEP

about the approach to take in permitting the crossing of the westerly branch. Both the Township and developer are confident that the bridge can be designed and approved by NJDEP following these meetings.

- *The site will not affect any historic or architecturally important sites and districts*. There are no historic sites or districts located on the site or in the nearby surrounding area.

In addition, the terms of the Settlement Agreement will be addressed as follows:

- *Administrative Entity*. The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the two tracts, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Very Low-, Low- and Moderate-Income Distribution*. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing*. The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Controls on Affordability*. The affordable units will have minimum 30-year or 40-year affordability controls, depending on tenure.
- *Bedroom Distribution*. The distribution of the number of bedrooms will follow UHAC regulations.

P&I Associates – This site, slightly less than 10 acres in size comprising Lots 31 and 40 of Block 407, is directly across Tanyard Road from the Miller site. This site is owned by an affiliate of Boxwood Bluffs, LLC. The MOU for the Lakes of Bankbridge site also encompasses this property. The site will be developed with 72 for-sale market rate townhouses. Its affordable housing obligation of 18 units will be transferred to the Lakes of Bankbridge property and will be developed as stacked townhouses. This will be accomplished through the planned unit residential provisions for non-contiguous tracts in the MLUL. The affordable units will be for sale at Lakes of Bankbridge. The Township has rezoned the site to provide a realistic opportunity for the development of 90 residential units (a gross density of nine units per acre), with a required set-aside of 20%, for a total of 18 affordable units.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development*. The lots are commonly owned. Lot 31 has a variable-width road easement, slightly more than 13 feet wide at its widest, along its Tanyard Road frontage. The Township treats right-of-way easements as not removing land from the development tract.

The Township is not aware of any legal encumbrances that would preclude the development of affordable housing on the site. This site was the subject on an approved subdivision of 26 single family detached dwellings in 2010. However, the major subdivision plan was never perfected nor the plat filed and there are no existing approvals on the land.

- *The site is adjacent to compatible land uses and has access to appropriate streets*. The site is surrounded by residential uses of varying densities. Lot 40 is an interior lot. Lot 31 has approximately 637 feet of frontage on Tanyard Road.
- *Adequate sewer and water is available*. The Deptford Township Municipal Utilities Authority reports that the site is within the Township's sewer service area, but that sewer service is currently not available to the site. Water service is available in Woodbury-Glassboro Road. The previous subdivision application proposed sewer to be connected to an existing main in Mail Avenue, about 400 feet to the north of the property. D R Horton has indicated that this is their preferred connection point.
- *The site can be developed in accordance with RSIS*. Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 *et seq*.
- *The site is located in a Smart Growth Planning Area*. The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA*. The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.
- *The site will comply with all applicable environmental regulations*. There are no wetlands, wetlands buffers or known contaminated sites on either of the lots.
- *The site will not affect any historic or architecturally important sites and districts*. There are no historic sites or districts located on the site or in the nearby surrounding area.

In addition, the terms of the Settlement Agreement will be addressed as follows:

- *Administrative Entity*. Administration of the affordable units will be addressed by the Administrative Agent in charge of the Lakes of Bankbridge development.
- *Very Low-, Low- and Moderate-Income Distribution*. The distribution of income limits on units will be addressed at the Lakes of Bankbridge site by the Administrative Agent.
- *Affirmative Marketing*. The affordable units at the Lakes of Bankbridge site will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.

- *Controls on Affordability*. The affordable units at the Lakes of Bankbridge site will have minimum 30-year or 40-year affordability controls, depending on tenure.
- *Bedroom Distribution*. The distribution of the number of bedrooms at the Lakes of Bankbridge site will follow UHAC regulations.

Five Points South – In 2003 Benderson Development Company sought to develop land on both sides of Route 47 just to the west of its intersection with Route 41 and Blackwood-Barnsboro Road, in the southernmost part of the Township, for intensive retail uses. In 2004 the municipality responded with zoning ordinance changes to limit the level and type of retail use. The developer sued to overturn the zoning amendment. The Township entered into settlement discussions in 2005. In 2007 and again in 2008, the Township declared the area in need of redevelopment. (The declaration also encompassed additional land north of the Benderson tract that included the Kinsley Landfill and land on the north side of the landfill owned by an associated company called Birchcrest.) The Five Points South Redevelopment Area encompasses Block 387.01, Lot 70 and Block 417.01, Lots 3-9 and 11, for a total of approximately 198 acres. Both Benderson and the Kinsley Landfill/Birchcrest entities initiated lawsuits over the redevelopment designation, and the Township and Benderson Development Company settled both cases in 2013. The Township adopted a Redevelopment Plan for the site in June 2014 that called for development of the area into an "integrated mixed use shopping, office and residential complex," but specified that at least 70% of the tract be allocated to non-residential uses, and established a limit of 400 housing units, of which 20% were required to be affordable. In 2015 the Township signed a redeveloper's agreement with Benderson.

Through subsequent negotiations, the restriction on the portion of the tract that can be used for housing has been revised, and the maximum number of housing units permitted in the redevelopment area has been increased. Housing is only permitted south and west of Route 47 and is intended to be developed mainly in the interior of the tract, separated from the nonresidential development by a stream corridor and associated wetlands and flood plain. A MOU reflects the production of affordable housing as a primary goal of the redevelopment plan. Of the allowed 575 units, a net density of approximately 11 units per acre, 20% of the units regardless of tenure will be affordable housing units. This calculates to 115 affordable units, 82 of which will be claimed toward Third Round credit. It is anticipated that the form of residential development will be townhouse or multi-family, multi-story buildings. Originally, because the proposed units will be rental units, the Township claimed 82 rental bonuses for this development. However, because of the delay in the project moving forward, per the Mediation Agreement with FSHC for the Fourth Round these bonuses have been removed, and reallocated across other eligible compliance mechanisms. A new redevelopment plan, dated May 28, 2025, was adopted by the Township Council on July 7, 2025 (Ordinance O.11.25), subsequently amended to address a technical error on December 1, 2025 (Ordinance O.22.25) that primarily addresses the non-residential portion of the tract, and that retains the residential sections as described here.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development.* The Township is not aware of any legal or other encumbrances that would preclude the development of affordable housing on the site.
- *The site is adjacent to compatible land uses and has access to appropriate streets. The site* has more than 2,000 feet of frontage on both sides of Delsea Drive, 1,100 feet of frontage on Blackwood-Barnsboro Road, 235 feet of frontage at the end of International Avenue, and 475 feet of frontage on Hurffville Road across from Bluebell Lane. Of relevance to the portion of the tract where the housing would be located, is an approved warehouse on International Avenue where the Township required all of the truck loading to be on the opposite side of the building from the tract, an existing industrial use that makes equipment for goods handling and a contractor's storage yard. Cater-corner to the site is the preferred location for NJ Transit's Bus Rapid Transit Terminal on Rt. 55, which if realized, would provide greatly improved bus service to Philadelphia.
- *Adequate sewer and water is available*. With the exception of the wetlands areas noted below, the site is within the Township's sewer service area. The Deptford Township Municipal Utilities Authority reports that water and sewer service are available for Block 387.01 Lot 70 and Block 417.01 Lots 3 thru 6 and 11. Water and sewer service would only be available on Block 417.01, Lots 7 thru 9 if the lots were consolidated. There is no impediment to the developer to do so and in the site plan approval process is a likely condition in any event. The tract will require significant upgrades in the capacities of the mains and collectors to the site, but this has been known by the landowner since 2003.
- *The site can be developed in accordance with RSIS*. Development of the site will be consistent with RSIS, N.J.A.C. 5:21-1 *et seq*.
- *The site is located in a Smart Growth Planning Area*. The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Suburban Planning Area, Planning Area 2, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site. As noted, the tract is adjacent to land that has been identified as the terminus of a bus rapid transit system to provide limited access bus service to improve driving times on Route 55 and Route 42 that provides access to Philadelphia and other South Jersey locations. Residents would have within walking distance a new transportation system for expanded job opportunities and was a prime consideration in earmarking this site for residential use.
- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.

- *The site will comply with all applicable environmental regulations*. There are wetlands on parts of the site on both sides of Delsea Drive. Wetlands cover portions of Block 417.01, Lot 8, and stretch across Delsea Drive to a small portion of Block 387.01, Lot 70. Wetlands are also scattered across the remaining lots, but are not sufficient to impede the production of affordable housing as contemplated in this document. With allowed four-story buildings, the entire 575 units could be housed in 30 acres with surface parking.
- *The site will not affect any historic or architecturally important sites and districts*. There are no historic sites or districts located on the site or in the nearby surrounding area.

In addition, the terms of the Settlement Agreement will be addressed as follows:

- *Administrative Entity*. The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Very Low-, Low- and Moderate-Income Distribution*. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing*. The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Controls on Affordability*. The affordable units will have minimum 30-year or 40-year affordability controls, depending on tenure.
- *Bedroom Distribution*. The distribution of the number of bedrooms will follow UHAC regulations.

Deptwood Center – The Township proposes to rezone this parcel to construct 253 total age-restricted housing units, of which 38 would be affordable, a 15% set-aside, on the 12.75 acres of Block 456, part of Lot 2 (the part excepted is intended as a surface parking lot to address parking for an adjacent bowling alley. A concept plan and new zoning district, the AR-5, are found in Appendix E.

As required in N.J.A.C. 5:93-5.3, affordable housing sites shall be approvable, developable, and suitable, as defined in N.J.A.C. 5:93-1.3, for the production of low- and moderate-income housing. As demonstrated below, this site meets these criteria.

- *There are no preconditions that would prevent affordable housing development*. The site has no known title defects or deed restrictions that would preclude development of affordable housing.
- *The site is adjacent to compatible land uses and has access to appropriate streets*. The site was an obsolete shopping center, the Deptwood Shopping Center, that was

demolished in 2003. A portion of the site was subdivided and a Wal-Mart constructed on the Cooper Street half in 2008-2009. The northeastern portion contains the Bowlero bowling alley, the only remaining original building. The demolished portions of the site have remnants of surface parking, the shopping center floor slap, wooded areas never developed and successional vegetation of gravel from the demolition. , adjacent to the parking lot for the Bowlero bowling alley to the northeast and Wal-Mart parking to the southeast. It has adequate frontage Delsea Drive (Rt. 47) and on Deptwood Center Road, a private internal right-of-way, which provides access between Delsea Drive and Cooper Street (C.R. 534) a major intermunicipal roadway. The landowner has received both a Letter of Interpretation for wetlands on the site, where are less extensive than depicted on state mapping, and a water quality certification to fill an isolated wetlands and to undertake remedial work on the existing stormwater management system to facilitate the redevelopment.

- *Adequate sewer and water are available*. The site is located in a sewer service area and a public water area. Water and sewer have been installed along Delsea Drive and Cooper Street and there are no known capacity constraints for this development.
- *The site can be developed in accordance with RSIS*. Development of the site can be accomplished consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 *et seq*.
- *The site is located in a Smart Growth Planning Area*. The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.
- *The site will comply with all applicable environmental regulations*. The site contains no steep slopes that could prevent its development with the proposed housing project, and it is not in a flood hazard area. A review of NJDEP's GeoWeb mapping shows there is a small area of known groundwater contamination in the northeast corner of the site, and there are wetlands at the rear of the site along the NJ Turnpike. These constraints are not extensive enough to hinder the development of affordable housing, and approval has been received from NJDEP authorizing the fill of a very small wetland for the expansion of an existing parking lot and stormwater management infrastructure. (See Appendix E for the NJDEP LOI and water quality certificate.)

In addition to site suitability, the developer of the redevelopment project will be required to meet the applicable requirements of UHAC:

- *Administrative Entity*. The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units, income-qualify applicants, place minimum 30-year affordability controls on the units of they are for sale and 40-year controls if they are for rent, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Very Low-, Low- and Moderate-Income Distribution*. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing*. The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Controls on Affordability*. In accordance with the amended FHA, the affordable rental units will be required to minimum 40-year affordability controls.
- *Bedroom Distribution*. The distribution of the number of bedrooms will follow UHAC regulations.

Alternative Living Arrangements

ARC Gloucester (completed) – The ARC Gloucester operates a group home, Bennett House, on Block 196, Lot 17. The dwelling has three bedrooms, and provides three credits. All bedrooms are occupied by very low-income individuals. The ARC finds its residents from the New Jersey Division of Developmentally Disabled's waiting list.

ARC Gloucester (completed) – As part of the subdivision approval process for a subdivision of single family detached houses, the developer was required to acquire and convert a single-family house for a group home operator. The ARC Gloucester entered into an agreement with Integrity Building Group, LLC, the developer of the Landings at Cooper Street project, to gut-rehabilitate an existing one-story dwelling on Block 199, Lot 7, into a five-bedroom medical group home for adults with intellectual and developmental disabilities. The rehabilitation is complete and the facility received its certificate of occupancy in 2021. All bedrooms are very low-income.

Devereux Foundation (completed) – The Devereux Foundation operates three group homes for the developmentally disabled on Block 120, Lot 3; Block 386.13, Lot 51.02; and Block 636, Lot 15. Each of the dwellings has four bedrooms, for a total of 12 credits. All bedrooms are occupied by very low-income individuals. The Devereux Foundation also utilizes the Division of Developmentally Disabled's waiting list for tenants. Renewed affordability controls for 20 years each were placed on the first property on December 5, 2007, the second on February 20, 2008, and the third on April 29, 2008.

Community Options (completed) – Community Options operates a group home at Block 307, Lot 7. The home has four bedrooms, for four credits. All four bedrooms are occupied by very low-income individuals. Community Options finds its tenants from

the Division of Developmentally Disabled's waiting list. Community Options purchased the facility in 2017.

Residences at South College Drive (Rowan College) – The Township entered into a four-way Memorandum of Understanding with Gloucester County, the Housing Authority of Gloucester County, and Rowan College, to build 24 special needs units on community college-owned land at Rowan College of South Jersey campus (Block 417, Lot 1). The southern portion of the tract, comprising 43.78 acres, has been designated an area in need of redevelopment, and the units were constructed in the eastern part of that area. South of the college is county-owned land housing, among other services, the Bankbridge Development Center where special needs students are provided educational services. The intent of the program is to assist students matriculating out of the secondary school at the Bankbridge Development Center to find housing in a familiar setting and to potentially find employment as well as further their own education at the community college. The apartment building received a temporary Certificate of Occupancy on October 8, 2025 when tenants began moving in and its permanent Certificate of Occupancy on December 2, 2025. Because these are rental apartments, the Township is claiming 24 rental bonuses for these units.

Twin Cedars Assisted Living (existing and approved) – Twin Cedars is a 37-bed assisted-living facility located on Block 413, Lot 4. The existing facility is licensed as a Comprehensive Personal Care Home (CPCH), a facility that provides room and board for adult residents and offers assisted living services when needed. This level of licensure was established for boarding homes for the elderly when regulations for assisted living facilities were developed in the early 1990s. In September 2018, the owner came before the Zoning Board of Adjustment with an application for a use variance to expand the facility to 100 beds in their quest to upgrade the status of the property to an assisted living facility. The CPCH had been owned by an individual who left the facility to his estate. It was the estate that received the approval, and that has subsequently sold the property to another operator, Gayatri Rama Assisted Living Realty-Deptford, LLC. Among the conditions of zoning board approval, which was extended in January 2023, is that the operator must secure a certificate of need in order to license the larger facility, and must guarantee by deed restriction that 10 of the beds are set aside for Medicaid-eligible patients. A deed restriction has been executed but not yet recorded. The Certificate of Need is still pending at the state.

Summary of the Third Round

The Township had proposed to address its 975-unit Third Round obligation by providing 286 units and bonuses from built 100% affordable projects, 129 units and bonuses from proposed 100% affordable housing, 28 units of built and approved inclusionary development, 497 units and bonuses of proposed inclusionary development that will result from redevelopment or rezoning, and 35 units from alternative living arrangements either built, approved or under construction. Since the 2020 Settlement Agreement was executed, changes to two compliance mechanisms –

the Diocese of Camden site, which has reduced its unit yield from 81 to 74, and the DR Horton/NJTD Investments site, which has been approved for 42 affordable units, one more than originally proposed – left the Township with a six-unit shortfall. To address this, the Township has added to its Third Round compliance plan extensions of controls on 50 family affordable rental units at New Sharon Woods, and rearranged some inclusionary credits between the Third and Fourth Rounds, so that it fully satisfies its Third Round obligation.

Fourth Round Obligation

The DATE resolution stipulated to the DCA calculation of a Fourth Round obligation for the Township of 398. The Township will address this obligation with a combination of extended controls on special-needs and age-restricted units, with Court-approved credits moved forward from its Third Round compliance plan, with an expansion of one Third Round proposed inclusionary site, and with 100% affordable rental, for-sale, and special-needs units, along with permissible bonuses.

The formulas in Table 26 apply to the Township's Fourth Round obligation, using the Second Round Rules:

Table 26. Formulas Applicable to the Fourth Round Obligation

Minimum Rental Obligation (N.J.A.C. 5:93-5.15(a)) = **100 Units**

.25 (Fourth Round Obligation – 20% cap – 1000-unit cap) =
.25 (398 – 0 – 0) = .25(398) = 99.5, rounded up to 100 units.

Maximum Bonuses (N.J.A.C. 5:93-5.15(d)3) = **99 bonuses**

.25 (Fourth Round Obligation) = .25 (398) = 99.5, rounded down to 99 bonuses

Maximum Age-Restricted Units (N.J.A.C. 5:93-5.14(a)2) = **119 Units**

.30 (Fourth Round Obligation – Fourth Round Bonuses)
.30 (398 – 99) = 119.4 units, rounded down to 119 units.

Minimum Low-Income Units (N.J.A.C. 5:93-3.1(e)1) = **150 Units**

.50 (Fourth Round Obligation – Fourth Round Bonuses) =
.50 (398 – 99) = 149.5 units, rounded up to 150 units.

Minimum Family Units (N.J.A.C. 5:93-5.14(a)1) = **150 Units**

.50 (Fourth Round Obligation – Fourth Round Bonuses) =
.50 (398 – 99) = 149.5 units, rounded up to 150 units.

Minimum Family Rental Units (N.J.A.C. 5:93-5. 15(d)2) = **50 Units**

.50 (Minimum Rental Obligation) = .50 (100) = 50 units.

Satisfaction of the Fourth Round Obligation

Table 27, Units and Bonuses Addressing the Fourth Round Obligation, shows how the Township, per the mediation agreement with FSHC, agrees to address its Fourth Round obligation of 398, with 306 units and 99 bonus credits.

Table 27. Units and Bonuses Addressing the Fourth Round Obligation

Affordable Housing Mechanism	Family	Rental	Senior	Units	Bonuses	Total Credits
100% Affordable Housing - Proposed						
Hillcrest Avenue	76	76		76	76	152
Habitat for Humanity (scattered sites)	9			9	4	13
Inclusionary Sites –To Be Rezoned/Redeveloped						
Haddonwood Remainder (15 of 40)	15	15		15		15
Miller (18 of 22)	18			18		18
Lakes of Bankbridge (including 30 of 101 from Third Round)	62	10		62		62
Five Points South (Benderson)	33	33		33	7; cap	40
Extensions of Controls – Proposed						
Nancy Elkis Senior Housing		80	80	80		80
Devereux Group Homes (3 homes)		12		12	12	24
33 Dancy Street	1			1		1
Total	**217**	**226**	**80**	**306**	**99**	**405**
Surplus to Fifth Round (405-398)						**7**

Table 27, above, shows that the Township proposes to meet its 100-unit minimum rental requirement with 226 existing and proposed rental units. It is proposing 186 family rental units, 136 more than the 50 minimum required, 217 total family units against a required minimum of 150, and 80 age-restricted units, below the maximum permitted 119.

Descriptions of the affordable housing developments for the Fourth Round obligation follow.

Fourth Round 100% Affordable Housing – Proposed

Hillcrest Avenue – A fifteen-acre portion of the Township-owned property at Block 398, Lot 13 will be developed with a 76-unit 100% affordable family rental project (*see* Hillcrest Redevelopment Plan, Appendix H). The other portion of this lot south of the proposed development is intended for an expansion of the Deptford Soccer Complex, currently on Block 398, Lot 12.

Since the site was only first identified for 100% family rental housing in June 2025, an experienced affordable housing developer has not yet been selected to apply for tax credit funding, obtain various agreements with the Township, obtain site plan approval, construct, own, and administer this municipally sponsored site. The Township proposes the following expedited process and schedule in order to take advantage of new funding opportunities for 100% municipally sponsored projects where specific municipalities, of which Deptford is one, are given priority for funding:

Activity	Schedule
Issuance of Request for Qualifications to experienced affordable housing developers	Issue by February 23, 2026
Receipt and Evaluation of RFQ's; Developer Interviews	Due March 16, 2026; Interviews through March 27, 2027
Developer Selection; Housing Trust Fund Use Agreement	April 6, 2026 Township Council Meeting
Developer submits and obtains preliminary site plan application	No later than August 5, 2026 Planning Board Meeting
Developer submits tax credit application w/Township supporting documents	Next tax-credit application cycle; schedule allows for September 2026 submission
Tax credit decision/final site plan application and approval	Four to six months from tax credit application
Developer seeks syndication/completes financing/architectural drawings completed	No later than six months from award of tax credits.
Municipality closes on land transfer/Developer closes on Financing	One month from completion of financing
Construction starts	One month from land transfer
Construction completed	10-12 months from construction start

The timetable is typical for low income housing tax credit projects and will incorporate the necessary agreements between the municipality and the chosen developer.

As required in N.J.A.C. 5:93-5.3, affordable housing sites shall be approvable, developable, and suitable, as defined in N.J.A.C. 5:93-1.3, for the production of low- and moderate-income housing. As demonstrated below, this site meets these criteria.

- *There are no preconditions that would prevent affordable housing development.* The Township owns the site, which has no known title defects or deed restrictions that preclude development of affordable housing.

- *The site is adjacent to compatible land uses and has access to appropriate streets*. The proposed new site currently does not have road frontage or access, but Hillcrest Drive would be extended to connect to it, which would provide access to Tanyard Road, a county road. To the east of the new lot are the New Sharon Woods and Village at New Sharon residential developments, both of which are either 100% or inclusionary affordable housing developments in apartment or semi-detached building typologies. To the north is the proposed Deptford Township Municipal Utilities Authority site and facility, as well as Deptford Walk, the D.R. Horton and former NJTD inclusionary housing site presently under construction . To the east are Township soccer fields, which are scheduled for expansion to the south of the site. The site is currently zoned INS – Institutional but will be rezoned RM-3 Residential Multi-Family Residential (*see* Appendix H).
- *Adequate sewer and water are available*. The site is located in the Township's sewer service area and a public water area. Water and sewer have been installed in Hillcrest Drive. The Township is in the process of securing confirmation that the existing water and sewer conveyance systems can accommodate the additional units from this site and be extended to the new development. If not, the Township will enlarge the utilities from Tanyard Road to accommodate the anticipated development.
- *The site can be developed in accordance with RSIS*. Development of the site can be accomplished consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 *et seq*. The site is not within jurisdiction of a regional planning agency or CAFRA.
- *The site is located in a Smart Growth Planning Area*. The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The site will comply with all applicable environmental regulations*. The site is not in a floodplain, and there are no steep slopes or known contaminated sites on it. In the southwest portion of the site are two patches of wetlands, but these are not expected to hinder the development of affordable housing.

In addition to site suitability, the developer of the redevelopment project will be required to meet the applicable requirements of UHAC:

- *Administrative Entity*. The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the tract, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.

- *Very Low-, Low- and Moderate-Income Distribution*. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing*. The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Controls on Affordability*. In accordance with the amended FHA, the affordable rental units will be required to minimum 40-year affordability controls.
- *Bedroom Distribution*. The distribution of the number of bedrooms will follow UHAC regulations.

In accordance with N.J.A.C. 5:93-5.5, municipally sponsored construction must also adhere to the following:

- The municipality shall submit detailed information demonstrating that it has adequate funding capabilities. The documentation shall include:
  - A pro-forma statement for the project; and
  - Evidence that the municipality has adequate and stable funding. If State or Federal funds will be used, the municipality must provide documentation indicating the funding available to the municipality and any applications still pending. In the case where an application for outside funding is still pending, the municipality must provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved; and
- A construction schedule, or timetable, must be submitted for each step in the development process, including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The municipality must indicate the entity responsible for monitoring the construction and overall development activity.

Included in Appendix H is a proforma utilizing the new DCA funding program called the State Tax Credit Subsidy Program which only necessitates the land donation and utility infrastructure extension to the site. The proforma also indicates an overall completion time of 32 months within which the more specific schedule in the table above may be placed.

In the spending plan, Deptford has allocated affordable housing trust funds to help subsidize the project for infrastructure improvements, if necessary, and will adopt a resolution of intent to fund (*see* Appendix N) as required by state administrative rules to ensure the project's financial viability. See Appendix H for a concept plan for the development.

Habitat for Humanity – In 2023, Habitat for Humanity of Gloucester County approached the Township about acquiring various parcels that the municipality owned at the time, for the purpose of constructing new affordable family for-sale units.

Habitat reviewed several parcels, and finally indicated interest in constructing nine affordable family for-sale units on the following six parcels:

- 706 Central Avenue (Block 449, Lot 13), 0.34 acres, zoned R-6. The Township discovered encroachments on this lot by the adjacent homeowner. To resolve this issue, the Township obtained a minor subdivision from the Planning Board on August 8, 2025, which was memorialized by resolution on September 3, 2025, to place all of the encroachments on the lot with the adjacent homeowner since there was adequate land on the remaining lot to construct a house under the R-6 zoning regulations. Habitat intends to construct one single-family home on this lot.
- 622 Washington Avenue (Block 319, Lot 15), 0.26 acres, zoned R-6. There is currently a single-family house on the lot, which Habitat intends to demolish, because of its structural condition. Habitat intends to construct one single-family home on this lot.
- Cunard Avenue (Block 231, Lot 6), 0.2 acres newly subdivided from Lot 4, zoned R-10A. Habitat intends to construct one single-family home on this lot.
- 629, 633 and 637 Carteret Avenue (Block 41, Lots 4, 5 and 13); 0.93 acres, zoned R-6. The Township intends to consolidate and resubdivide these lots for six, fee-simple, semi-detached single-family houses.

The Township currently owns all the lots except for the newly created lot on Cunard Avenue, which is being donated to Habitat by its current owner. All but one of the lots are vacant, and all are located in single-family neighborhoods in zones that permit single-family and semi-detached single-family residential development for affordable housing purposes. They are all within the Township's sewer service area, and are not encumbered by any wetlands or environmental contamination. All the lots are in state Planning Area 1 (PA-1), the Metropolitan Planning Area, where infrastructure already exists and where infill redevelopment, including production of affordable housing, is encouraged.

Habitat intends to construct a total of nine affordable family for-sale units on these six lots. The Township is donating five of the lots and when resubdivided, eight lot, and the current owner is donating the newly subdivided lot on Cunard Avenue. The Township has executed an agreement and is awaiting Habitat's execution for the transfer of 706 Central Avenue and 622 Washington Avenue to them and has three years to complete them. Within 18 months the Township will proceed with the subdivision plan for the Carteret Avenue lots and enter into a similar agreement with Habitat for the remaining six units to be completed during the Fourth Round.

Habitat has informed the municipality that its donation of the land is sufficient support for these projects and that other funding for construction is available to them. Habitat will place affordability controls of at least 30 years on the units per the agreement, will affirmatively market the affordable ownership opportunity according to its procedures, which have previously been approved by the Court, and will income-qualify the initial purchasers. Though the dwellings Thereafter, the Township's Administrative Agent

will administer the units. See Appendix I for the resolution authorizing the execution on an agreement with Habitat for Humanity and a partially executed agreement for the transfer of the first two lots to the organization.

Fourth Round Inclusionary Developments – Proposed

The Township is proposing inclusionary development on the sites listed below.

Haddonwood – Please see discussion of this site under Third Round Compliance. The owner of Block 203; Lots 8, 9, 12, and 21, Deptford Shopping Center, LLC ("DSC") - also the owner of Lots 10 and 11 in the Third Round - approached the municipality prior to the adoption of the Fourth Round HEFSP concerning several development schemes for the entirety of their tract, but from the municipality's perspective, did not provide an adequate number of affordable housing units. These issues could not be resolved before Deptford was required to submit the HEFSP at the end of June 2025. Consequently, the DSC challenged the HEFSP and during the fall of 2025 entered into mediation with the municipality. An agreement in principal has been reached that is reflected in this amended HEFSP and the revised zoning district that applies to the tract. The zoning permits the proposed 266 total housing units with a 15% setaside for a rental development of townhouses and townhouse over flat for 40 affordable units, but also preserves the ability to construct pad sites along the frontage of Rt. 41, a commercial corridor in Deptford, in front of the residential property. The agreement also contemplates that the municipality will consider whether the land qualifies as an area in need of redevelopment and consider a redevelopment plan and agreement that would allow all of the specific tools of the Local Redevelopment and Housing Law to be used (excepting condemnation) to effectuate the development of the site, which has been vacant for two decades after the demolition of the Haddonwood Swim Club. See Appendix F for the rezoning ordinance and concept plan.)

As required in N.J.A.C. 5:93-5.3, affordable housing sites must be approvable, developable, and suitable, as defined in N.J.A.C. 5:93-1.3, for the production of low- and moderate-income housing. As demonstrated below, these lots meets these criteria.

- *There are no preconditions that would prevent affordable housing development*. The lots are all in common ownership, and there are no known title defects or deed restrictions that preclude development of affordable housing.
- *The site is adjacent to compatible land uses and has access to appropriate streets.* Lot 10 has 300 feet of frontage on the east side of Hurffville Road. Land to the north is occupied by the U.S. Post Office and a small one-story industrial building with frontage on Dein Avenue. In front of Lots 10 and 11 on Hurffville Road is a small closed gas station, and across Hurffville Road to the west is a residential development, beer distributor, a historic church cemetery, a truck sales facility and Home Depot. To the east, along the Township/County line, is the South Branch of Big Timber Creek. Land uses on the opposite side in Runnemede are residential and in Gloucester Township, industrial, but more than 700 feet distant across the

tidal creek. To the south are small scale retail businesses. It is near to the Township's retail shopping areas, centered on the Deptford Mall, that provide job opportunities.

- *Adequate sewer and water is available*. The site is within the Township's sewer service area. Water and sanitary sewer service is directly located in front of the property for service to the site.
- *The site can be developed in accordance with RSIS*. Development of the site can be accomplished consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 *et seq*. The site is not within jurisdiction of a regional planning agency or CAFRA.
- *The site is located in a Smart Growth Planning Area*. The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The site will comply with all applicable environmental regulations*. The site will comply with all applicable environmental regulations. There are no known contaminated sites on the parcel. A portion of rear of property, to the east near Township line, is wetlands associated with the South Branch of Big Timber Creek. These constraints are not expected to hinder the development of affordable housing.

In addition to site suitability, the developer of the redevelopment project will be required to meet the applicable requirements of UHAC:

- *Administrative Entity*. The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the tract, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Very Low-, Low- and Moderate-Income Distribution*. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing*. The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 *et seq*. and N.J.A.C. 5:80-26.1 *et seq*.
- *Controls on Affordability*. In accordance with the amended FHA, the affordable rental units will be required to minimum 40-year affordability controls.
- *Bedroom Distribution*. The distribution of the number of bedrooms will follow UHAC regulations.

Miller – Please see discussion of this site under Third Round Compliance. The Township is moving 18 units from its Third Round compliance plan to its Fourth Round Compliance Plan.

Lakes of Bankbridge – Please see discussion of this site under Third Round Compliance. The Township is moving 30 units from its Third Round compliance plan to its Fourth Round compliance plan. In addition, the Township intends amend the zoning for this site to increase the permitted density to seven units per acre, in order to generate an additional 140 total units. The submitted concept plan indicates these will be rental units, which will yield 30 additional affordable units at a 15% set-aside. See Appendix G for the draft zoning ordinance.

Five Points South (Benderson) – Please see discussion of this site under Third Round Compliance. The Township is claiming 33 of the 115 proposed affordable units at this site toward Fourth Round compliance.

Fourth Round Extensions of Controls

Nancy J. Elkis Senior Housing – Please see discussion of this site under Third Round compliance. These 80 age-restricted units, originally funded by Low Income Housing Tax Credits, had 30-year affordability controls imposed in 1997. The project is operated by the Housing Authority of Gloucester County ("HAGC"), which has indicated to the Township that it is interested in continuing to administer the units as affordable. The Township intends to execute an agreement with HAGC that will require the Township to provide at least $12,000 per unit, or a total of at least $960,000, in affordable housing trust funds to the Authority to rehabilitate the units and impose a new deed restriction of 30 years to 2057, for a total compliance period of 60 years. The Township will ensure that the units will be rehabilitated up to code and issue appropriate certificates of occupancy to track the units for both building code and unit monitoring compliance. See Appendix J.

Devereux Foundation – Please see the discussion of these three special-needs facilities under Third Round Compliance. The 20-year deed restrictions on these properties expire in 2027 and 2028. The Township intends to execute an agreement with Devereux Foundation to extend controls on the properties for an additional 40 years, for a total control period of 60 years, in return for at least $40,000 per bedroom, or at least $480,000, from the Township's affordable housing trust fund to be used for major maintenance and to correct any code deficiencies at the facilities. There are four bedrooms in each facility (credit is by the bedroom), affording the Township 12 credits and 12 bonuses for creation of special-needs units, for a total of 24 credits. The Township will shortly engage with the Foundation to enter into an agreement to extend the controls. All three facilities will receive appropriate certificates of occupancy once the rehabilitation work has been completed and the new deed restrictions have been recorded.

33 Dancy Street – In late 2024 the Township purchased this affordable family for-sale unit (Block 396, lot 32), part of the inclusionary Village at New Sharon development, out of foreclosure. The Township has completed all required repairs, and is currently affirmatively marketing the unit, which it will sell to an income-qualified buyer with new 30-year affordability controls. A copy of the recorded deed restriction and the affirmative marketing plan for the unit are available in Appendix J.

See Appendix J for all Fourth Round extensions of controls documentation.

Summary of the Fourth Round

The Township will address its Fourth Round obligation of 398 with a combination of inclusionary and 100% affordable rental and for-sale developments, and extensions of controls on special-needs facilities and age-restricted affordable units.

Very Low-Income Requirement

At least 13% of all units approved and constructed since 2008, regardless of the round to which they are credited, must be very low-income units, affordable to households earning 30% or less of regional median income. As set forth in Tables 28 and 29, the Township must provide 96 very low-income units. It satisfies this requirement 132 provided or proposed units.

Additionally, per P.L. 2024 c.2, half of all very low-income units claimed toward satisfaction of the Township's Fourth Round obligation must be available to "families with children."

Table 28. Calculation of the Very Low-Income Requirement

Minimum Very Low-Income Units (P. L. 2008, Ch. 46) = **96 Units**

.13 (All units built, approved or proposed since 7/1/2008) =
.13 (735) = 95.55 units, rounded up to 96 units.

Minimum Very Low-Income Family Units (P. L. 2008, Ch. 46) = **48 Units**

.5 (Minimum Very Low-Income Units) =
.5 (96) = 48 units.

Minimum Fourth Round Very Low-Income Units Available to Families With Children (P. L. 2024, c2) = **18 Units**

.5 (Minimum Fourth Round Very Low-Income Units) =
.5 (36) = 18 units.

As Table 29 shows, the Township satisfies its overall very low-income requirement of 105 units with 150 total very low-income units, of which 87 are available to families, well above the 53-unit family very low-income requirement. For new units generated in the Fourth Round, there is a requirement that at least 50% of the very low-income

units be available to "families with children." Table 29 assumes that half of the family very low-income units generated in the Fourth Round will have two or more bedrooms, thus satisfying this requirement.

Table 29. Satisfaction of the Very Low-Income Requirement

Project	Type	Affordable Units Since 2008	Very Low-Income Units Required	Very Low-Income Units Provided/Proposed
Tanyard Oaks	Family	65	8.45	7
Habitat for Humanity	Family	2	0.26	0
Deptford Landing	Family	3	0.39	0
JAS Homes/Tarpy Lane	Family	4	0.52	0
Community Options	Special-Needs	4	0.52	4
The ARC Gloucester	Special-Needs	5	0.65	5
Residences at South College Drive	Special-Needs	24	3.12	24
DR Horton/NJTD Investments	Family	42	5.46	6
Rizzuto	Age-Restricted	12	1.56	0
Twin Cedars	Age-Restricted	10	1.3	10
Diocese of Camden Housing	Age-Restricted	74	9.62	10
Deptford 15 LLC	Family	27	3.51	4
Haddonwood Remainder (3rd Round)	Family	25	3.25	4
Haddonwood Remainder (4th Round)	Family	15	1.95	2
Miller (3rd Round)	Family	4	0.52	1
Miller (4th Round)	Family	18	2.34	3
Local 360 United F&C	Family	9	1.17	0
P&I Investments	Family	18	2.34	3
Five Points South (3rd Round)	Family	82	10.66	11
Five Points South (4th Round)	Family	33	4.29	5
Lakes of Bankbridge (3rd Round)	Family	71	9.23	10
Lakes of Bankbridge (4th Round)	Family	62	8.06	8

Project	Type	Affordable Units Since 2008	Very Low-Income Units Required	Very Low-Income Units Provided/Proposed
Deptwood Center	Age-Restricted	38	4.94	5
Hillcrest Avenue	Family	76	9.88	10
Habitat for Humanity	Family	9	1.17	0
Total		**735**	**95.16**	**132**
Required family very low-income units: 50% of very low-income requirement			**48 very low-income family units required**	**74**
Required very low-income units available to "families with children:" 50% of all Fourth Round very low-income units			**28 total Fourth Round very low-income units; 50%, or 14, must be available to families with children**	**23 with at least 2 bedrooms**

Affordable Housing Administration

Administration of Affordable Units

Affordable Housing Ordinance

Deptford has adopted an Affordable Housing Ordinance, Article XII, Affordable Housing, of the Unified Development Ordinance, establishing procedures for the renting and sale of affordable units and the imposition of affordability controls that references the standards of the Uniform Housing Affordability Controls (hereinafter "UHAC") at N.J.A.C. 5:80-26.1, revised per the recently enacted rules promulgated by the NJ Housing Mortgage and Finance Agency. The municipality's Affordable Housing Ordinance governs the establishment of affordable units in the Township as well as regulating the occupancy of such units in accordance with these requirements. A copy of the revised ordinance may be found in Appendix K.

The Affordable Housing Article includes regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing. All newly created affordable units are required to comply with the control period of 30 years for for-sale units and 40 years for rental units 40-year affordability controls per the revised Fair Housing Act. This plan is required to be adhered to by all private, non-profit or municipal developers of affordable housing units and is required to cover the period of deed restriction or affordability controls on each affordable unit, as necessary.

As noted, the New Jersey Housing and Mortgage Finance Agency (HMFA) and also DCA, have recently adopted new regulations that change some of the underpinnings of Article XII. The Township has prepared an updated ordinance in accordance with COAH's rules, DCA's new regulations at N.J.A.C. 5:99, and UHAC's new 2025 regulations to be adopted prior to March 15, 2026. The revisions will govern the establishment of affordable units in the Township as well as regulating the occupancy of such units.

Development Fee Ordinance

Deptford revised its development fee ordinance for the collection of development impact fees as part of its Third Round submissions to the Court, which is also found in Article XII. The Township will revise this section of its Unified Development Ordinance, §113, prior to March 15, 2026. The funds from the collection of fees will be utilized as provided for in the Spending Plan. The Township seeks Court approval for this updated version of the Development Fee Ordinance, which will be submitted upon adoption.

Affirmative Marketing

The Township has also adopted an affirmative marketing plan that may be found in Appendix L. This includes requirements for the affirmative marketing of the availability of affordable housing units in the tri-county region and beyond. Each affirmative marketing plan is reviewed and approved by a Township representative and is required to be designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children. Additionally, the affirmative marketing plan is intended to target those potentially eligible households who are least likely to apply for affordable units and who reside in Housing Region 5.

Deptford currently has a Court-approved Affirmative Marketing Plan (Appendix L). DCA and HMFA have recently finalized their rules, so the Township will prepare an updated Affirmative Marketing Plan in accordance with DCA's new regulations at N.J.A.C. 5:99, UHAC's new 2025 regulations, any remaining relevant COAH rules not superseded by either the 2025 DCA regulations or the 2025 revised UHAC rules, as well as to address any terms of the FSHC Mediation Agreement once a model marketing ordinance has been issued by the appropriate state agency.

Regardless, the Township's Affirmative Marketing Plan is designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children, to the affordable units located in the Township. It is intended to target those potentially eligible households who are least likely to apply for affordable units and who reside in the Township's housing region, Region 5, consisting of Burlington, Camden, and Gloucester counties.

The costs of implementing the affirmative marketing plan (i.e., the costs of advertising the affordable units) will be the responsibilities of the developers of the affordable units. This requirement is included in the Affordable Housing Ordinance and is routinely a requirement of compliance before construction may commence.

The Affirmative Marketing Plan includes media that must be employed to advertise the availability of affordable units, lays out the random-selection and income qualification procedure of the administrative agent, which is consistent with COAH's rules and N.J.A.C. 5:80-26.1.

Municipal Housing Liaison, Administrative Agent

The Township has established the position of the Municipal Housing Liaison and has appointed Donald Banks in the Township's Department of Economic Development as Municipal Housing Liaison (see Appendix M). The Township has also appointed an experienced affordable housing Administrative Agent, Triad Associates, to conduct the administration and affirmative marketing of its affordable housing sites (see Appendix M).

Monitoring, Midpoint Review

In accordance with the requirements of N.J.S.A. 52:27D-329.2 and -329.4 as amended by P.L. 2024 c.2, by February 15 of each year of the Fourth Round, the Township will provide a detailed accounting through DCA's new Affordable Housing Monitoring System (AHMS) of all affordable units constructed and construction starts during the prior calendar year, and of all residential and non-residential fees collected, interest earned, and other income collected and deposited into the Township's affordable housing trust fund during the prior calendar year. The Township will also provide a detailed accounting in AHMS of all expenditures of affordable housing trust funds during the prior calendar year, including purposes and amounts, and documentation of the balance remaining in the affordable housing trust fund as of December 31 of that year.

The Township or any other interested party may file an action through the Program seeking a realistic opportunity review at the midpoint of the Fourth Round, and must provide for notice to the public, including a realistic opportunity review of any inclusionary development site in this HEFSP that has not received preliminary site plan approval prior to the midpoint of the 10-year round. If such an action is initiated by the Township, the Township may propose one or more alternative sites with an accompanying development plan or plans that provide a realistic opportunity for the same number of affordable units and are otherwise in compliance with the FHA and the *Mount Laurel* doctrine.

Affordable Housing Trust Fund and Spending Plan

Affordable Housing Trust Fund

As of December 31, 2024, the Township of Deptford has collected $3,792,769.17, expended $1,275,211.74, and had a trust fund balance of $2,517,557.43. Accumulated interest income as of December 31, 2024, was $246,165.59 and is included in the gross revenue, above. 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 have been and continue to be deposited in a separate interest-bearing affordable housing trust fund in Columbia Bank for the purposes of affordable housing. The balance will be updated regularly to reflect deposits and will be reported to the appropriate state entity through the AHMS system and posted on the Township's website.

Spending Plan

Pursuant to the FSHC Mediation Agreement, the Township has prepared an updated Spending Plan, which discusses anticipated revenues, collection of revenues, and the use of revenues, was prepared in accordance with N.J.A.C. 5:93-5.1(c). The Township's amended Spending Plan is included as Appendix N to this plan. Deptford seeks approval from the Court for the Spending Plan. All collected revenues are placed in the Township's Affordable Housing Trust Fund and will be dispensed for the use of affordable housing activities as indicated in the Spending Plan. In general, the Township anticipates using the funds for rehabilitation of substandard units in the Township, extension of expiring controls efforts, and municipal contributions to a 100% affordable project. The Township may, in the future, seek to amend its Spending Plan and obtain the approval of a Court of competent jurisdiction to use the Affordable Housing Trust Fund for any of the following additional permitted affordable housing activities, subject to applicable limitations and minimum expenditures:

- New construction;
- Rehabilitation of structurally deficient housing units;
- Extensions of affordability controls on units for which affordability controls have expired or are scheduled to expire during the Third Round;
- Purchase of land for low- and moderate-income housing;
- Improvement of land to be used for low- and moderate-income housing;
- Extensions and/or improvements of roads and infrastructure to low- and moderate-income housing sites;
- Assistance designed to render units to be more affordable; and
- Administration of the implementation of the Housing Element and Fair Share Plan.

At least 30% of development fees and interest collected shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in a municipal Fair Share Plan and for the creation of very low-income units. Additionally, no more than 20% of the revenues collected from development fees each year may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a rehabilitation program, a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program.

Cost Generation

Deptford's zoning ordinance has been reviewed to eliminate unnecessary cost-generating standards. Deptford shall comply with the requirements for removing unnecessary cost-generating requirements as expressed in N.J.A.C. 5:93-10.2 and requirements for special studies and escrow accounts when an application contains affordable housing pursuant to N.J.A.C. 5:93-10.3.

SUMMARY

Deptford Township has demonstrated a long history of compliance with the constitutional obligations of the Mount Laurel Doctrine and the Fair Housing Act. The municipality has never failed to apply for substantive certification of its Housing Element and Fair Share plans and has been granted such certifications when the New Jersey Council on Affordable Housing was a viable agency, except where the Courts invalidated the applicable regulations before COAH could certify the plans.

This document, the Township's amended Fourth Round Housing Element and Fair Share Plan, sets forth the mechanisms by which the municipality will address its rehabilitation and new construction obligations.

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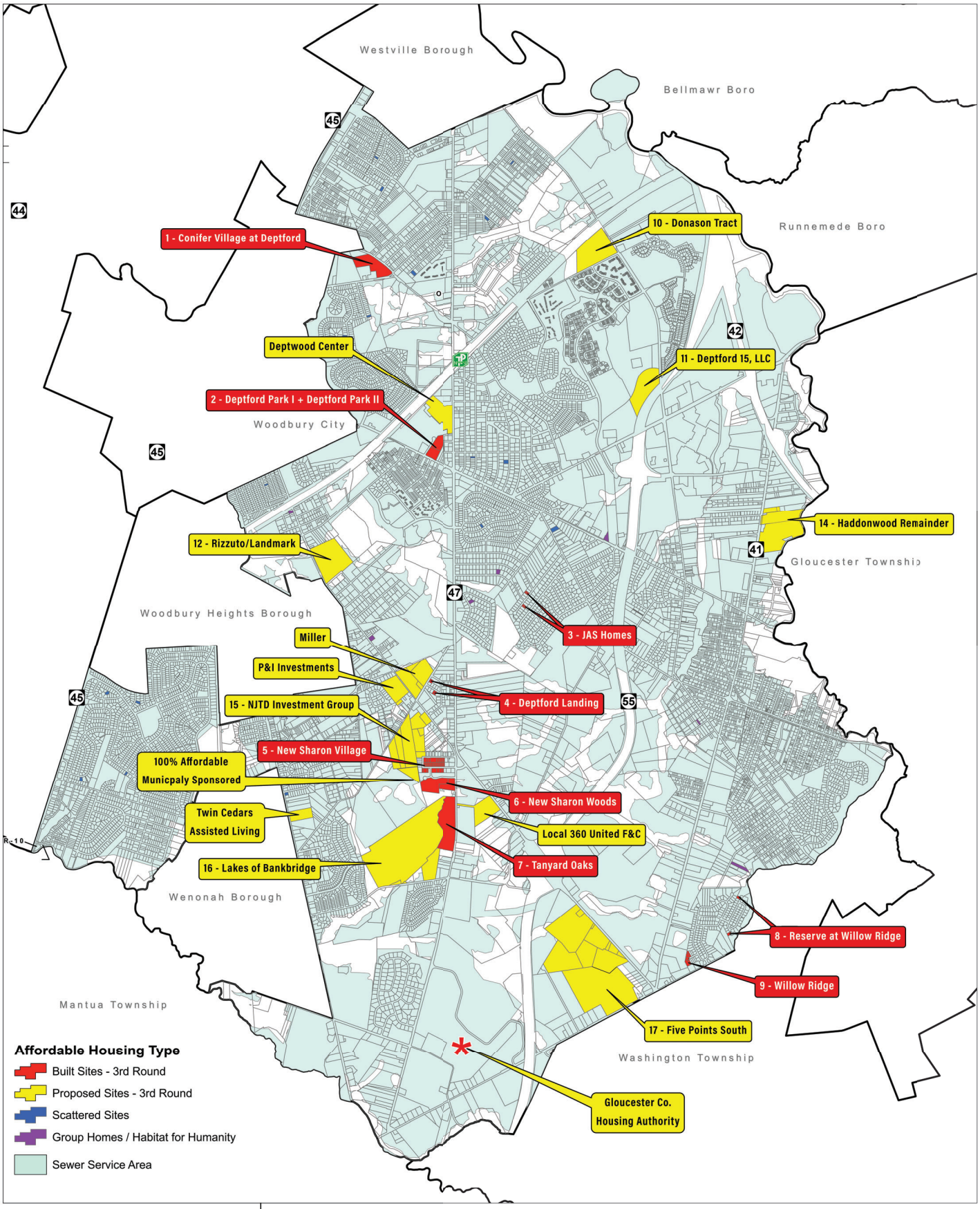

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

Housing Element and Fair Share Plan

Affordable Housing Sites 3rd & 4th Round

LOCATION:
Deptford Township, Gloucester County, NJ

DATE:
June 2025

A. Third round Settlement Agreement, Fairness Order, Judgment of Repose

FAIR SHARE HOUSING CENTER

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October 13, 2020

Albert Marmero, Esq.
Grace Marmero & Associates, LLP
44 Euclid Street
Woodbury, New Jersey 08096

Re: In the Matter of the Application of the Township of Deptford, County of Gloucester, Docket No. GLO-L-0929-15

Dear Mr. Marmero:

This letter memorializes the terms of an agreement reached between the Township of Deptford (the "Township" or "Deptford"), the declaratory judgment plaintiff, and Fair Share Housing Center ("FSHC"), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) ("Mount Laurel IV") and, through this settlement ("Agreement"), a defendant in this proceeding. This Agreement will refer to the Township and FSHC individual as a "Party" and collectively as the "Parties."

Background

Deptford filed the above-captioned matter on July 6, 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 In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households. This Agreement supersedes all prior settlement agreements between the parties.

Settlement terms

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement ("Plan" or "HE&FSP") and through 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) and Third Round (1999-2025).

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

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

Table 1. Deptford Affordable Housing Obligations

Rehabilitation Share (per Kinsey Report[1])	94
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	296
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	975

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).

5. Rehabilitation. The Township's efforts to meet its present need include the following: forty-one existing (41) units through County owner-occupied rehabilitation program and forty-seven (47) rental units at Deptford Park Apartments (aka Cooper Street Senior Apartments). Preliminary information from Gloucester County indicates that approximately thirty-two (32) units have been rehabilitated by the County in Deptford since April 1, 2010; the remaining number shall be addressed through the County rehabilitation program through July 1, 2025. A water main break in 2015 rendered 47 units at Deptford Park Apartments uninhabitable. These were subsequently renovated at a cost of $2,476,739, or $52,697 per unit (hard cost). All of the units were renovated in 2015.

   The Gloucester County owner-occupied rehabilitation program has historically rehabilitated four units in Deptford Township annually. Therefore, it can be reasonably expected that the program will rehabilitate an additional fifteen (15) units during the Third Round compliance period, sufficient to satisfy the Township's present need obligation of ninety-four (94) units.

6. Prior Round. As noted above, the Township has a Prior Round prospective need of two hundred ninety-six (296) units, which is met through the following compliance mechanisms:

Table 2. Credits for the Prior Round Obligation

Prior Round Obligation (296)	Family	Rental	Senior	Units	Rental Bonuses	Total Credits
100% Affordable (built)						
New Sharon Woods	50	50		50		50
Deptford Park (74 of 99)		74	74	74		74
Housing Authority of Gloucester County (scattered sites; 2 of 19)	2	2		2		2
Village at New Sharon	22			22		22
Conifer Village at Deptford – 74 of 90	74	74		74	74	148
Total	148	200	74	222	74	296

[1] - 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, May 2016.

7. Prospective Need. As noted above, the Township has a Third Round prospective need of nine-hundred-and-seventy-five (975) units, which is met through the following compliance mechanisms:

Table 3. Credits for the Third Round Obligation

Affordable Housing Mechanism	Family	Rental	Senior	Units	Rental Bonuses	Total Credits
100% Affordable Housing - Built						
Deptford Park – 25 of 99		25	25	25		25
Nancy J. Elkis Senior Housing (formerly Deptford Park II)		80	80	80		80
Housing Authority of Gloucester County (scattered sites-17 of 19)	17	17		17		17
Conifer Village (LIHTC; 16 of 90)	16	16		16	16	32
Tanyard Oaks (LIHTC)	65	65		65	65	130
Habitat for Humanity	2			2		2
100% Affordable Housing - Proposed						
HAGC/Rowan College (special needs)	24	24		24	24	48
Donason Tract		81	81	81		81
Inclusionary Sites - Built						
Deptford Landing	4			4		4
Willow Ridge	4			4		4
Reserve at Willow Ridge	2			2		2
JAS Homes (Tarpy Lane)	4			4		4
Inclusionary Site – Approved						
Rizzuto			14	14		14
Inclusionary Sites To Be Rezoned/Redeveloped						
Deptford 15, LLC	27	27		27		27
Miller	22			22		22
Haddonwood Remainder	25	25		25		25
NJTD Investment Group	41			41		41
Local 360 United F&C	9			9		9
Lakes of Bankbridge	101	57		101	57	158
P&I Associates	18			18		18
Five Points South (Benderson)	115	115		115	82	197
Alternative Living Arrangements						
Devereux Group Homes (3 units)		13		13		13
Community Options (1 unit)		4		4		4

Affordable Housing Mechanism	Family	Rental	Senior	Units	Rental Bonuses	Total Credits
ARC Gloucester (1 existing unit)		3		3		3
ARC Gloucester (1 under const.)		5		5		5
Twin Cedars Assisted Living		10	10	10		10
Total	**496**	**567**	**210**	**731**	**244**	**975**

8. The Township will provide a realistic opportunity for the development of affordable housing through the adoption of zoning or redevelopment plan for inclusionary housing on the following sites: Rizzuto; Deptford 15, LLC; Miller; Haddonwood Remainder (Deptford Shopping Center, LLC); NJTD Investment Group; Local 360 United, F&C; Lakes of Bankbridge (Glouco Development Group), P&I Associates and Five Points South (Benderson).

   a. Rizzuto – This is a 23.4-acre parcel at the corner of Tanyard Road and Ayres Avenue (Block 84, lot 1). The project has a preliminary major subdivision approval for 67 age-restricted units of which 14 would be single family semi-detached affordable age-restricted dwellings.

   b. Deptford 15, LLC: Almonesson Road – Block 5.01, Lot 13.02 (15.04 acres). At 12 units per acre gross would yield 180 units and 27 affordable units (15% rental setaside); if the site is developed as for-sale housing, the set-aside would be 20%, or 36 affordable units.

   c. Miller – The four lots at Block 86, Lots 4, 5, 15 and 27 comprise a 17.99-acre parcel on the north corner of the intersection of Tanyard Road and Cattell Road. There is one residence on the underutilized property. The Township will rezone the site to provide a realistic opportunity for the development of 152 residential for-sale units at eight and two-tenths units per acre to yield 22 units with a 15% rental setaside and 31 units at a 20% setaside for for-sale townhouses.

   d. Haddonwood Remainder: This is the site of the former Haddonwood Swim Club, currently vacant, totaling 15.2 acres on the east side of Hurffville Road south of where it crosses Route 42 (Block 203, Lot 10, 9.95 acres, and approximately 5.25 acres from Lot 11). It is currently zoned BC-4, Business Center 4. In accordance with the terms of the Settlement Agreement, the Township will rezone the site to provide a realistic opportunity for the development of affordable housing. Since the land area is approximate and an exact measurement will require a parcel survey, the Township will rezone the property equal to the density of the Deptford 15, LLC (a gross density of 12 units per acre), to ensure that the minimum number of affordable units can be achieved. With a total of at least 166 units that can be developed on the site, the required 15% set-aside for rental development would create, 25 affordable units; if the site is developed as for-sale housing, the set-aside would be 20%, or 34 affordable units.

e. NJTD Investment Group: Cattell and Tanyard Roads –Block 398, Lots 14-16, 17.01, 18, 35 and 50 (32.27 acres). At 8.5 units per gross acre, the property yield would be 274 units of which 41 would be affordable family rental townhouse at a 15% set-aside and 55 units with a 20% for-sale setaside.

f. Local 360 United F&C – This 10-acre property is located at 1920 Delsea Drive, Block 397, Lot 3. The Township will rezone the site to provide a realistic opportunity for the development of 60 residential units (a gross density of six units per acre), with a for-sale required set-aside of 20%, for a total of 13 affordable townhouse units; or 60 residential rental units with 9 affordable units (15% rental set-aside).

g. Lakes of Bankbridge - Bankbridge Road – Block 398, Lots 31-33 and 52 (99.2 acres). At 6 units per gross acre, would allow 504 units. The Township will rezone the site to provide for the development of a total of 504 residential units (up to a gross density of six units per acre), with a required set-aside of 20% regardless of whether the affordable units are rentals or for-sale, for a total of 101 affordable units. In addition to accommodating the 504 units of the site, 18 more affordable units from the 90 units anticipated at the P&I Investment site (below) are proposed to be transferred to the Lakes of Bankbridge site in the form of stacked townhouses. The site will provide at least 57 rental bonus credits. 288 multi-family rental dwellings (including the rental affordables), 86 market-rate townhouses, 22 affordable townhouses, 40 affordable stacked townhouses (one unit over another) plus 18 additional stacked townhouses from the P&I Associates site are proposed. Additionally, the site will have 86 single-family detached houses on minimum 7,800-square-foot lots that will be market-rate dwellings. This is one of the intervenor sites. The Township and Glouco Approvals Group have entered into an agreement that provides a firm commitment for the construction of at least 57 family rental units on this site which shall be amended prior to the fairness hearing to address how a realistic opportunity will be provided for the 18 affordable units from the P&I site.

h. P&I Associates - This site, slightly more than 10 acres in size comprising Lots 31 and 40 of Block 407, is directly across Tanyard Road from the Miller site. This site is owned by an affiliate of Glouco Approvals Group. Consequently, the MOU for the Lakes of Bankbridge site also encompasses this property. The site will be developed with 72 for-sale market rate townhouses. Its affordable housing obligation of 18 units will be transferred to the Lakes of Bankbridge property and will most likely be developed as stacked townhouses on that property. The 18 units transferred from the P&I tract to Lakes of Bankbridge shall not be developed later than the phasing requirements, pursuant to N.J.A.C. 5:93-5.6(d), for the development of the market rate units remaining on the P&I tract.

i. Five Points South (Benderson) - The Five Points South Redevelopment Area encompasses Block 387.01, Lot 70 and Block 417.01, Lots 3-9 and 11, for a total of approximately 198 acres. This is governed by the Five Points Redevelopment Plan which requires any development to include 575 units of which 115 units, a 20% set aside will be family rental dwellings. The Township and Benderson shall

prior to the fairness hearing enter into an agreement that provides a firm commitment for the construction of family rental units on this site.

9. The Township will provide a realistic opportunity for the development of 100% affordable housing in a combination of special needs, alternate living arrangements and municipally sponsored senior units that will be developed or created through means other than inclusionary zoning in the following ways:

   a. ARC of Gloucester. This project is the development of a medical group home of five (5) bedrooms for the developmentally disabled. The group home will be created through the rehabilitation of 1460 Cooper Street by Integrity Building Group, LLC, in fulfillment of an affordable housing obligation incurred by the developer. The medical group home will be operated by The ARC Gloucester, a proven provider of such services. The ARC Gloucester has received an operating funds commitment from the NJ Division of Developmental Disabilities. The rehabilitation is underway and occupancy is anticipated to occur by the end of 2020.

   b. HAGC/Rowan College Project – The Township has entered into a four-way Memorandum of Understanding with Gloucester County, the Housing Authority of Gloucester County ("HAGC"), and Rowan College, that commits HAGC to build 24 special needs units on community college-owned land at the Rowan College of South Jersey campus (Block 417, part of Lot 1). The southern portion of the tract, comprising 43.78 acres, has been designated an area in need of redevelopment, and the units are contemplated for the central part of that area. A redevelopment plan providing for the 24 special needs units will be adopted as part of the compliance process as set forth in paragraph 18.

   c. Donason Tract. The Donason Tract program is a 100% municipally sponsored project of 81 senior units located at Block 4.01, Lot 1 at the intersection of Caulfield Avenue and Almonesson Road. The Township will adopt a redevelopment plan and issue an RFP for an affordable housing developer in accordance with the schedule in Paragraph 11.

10. Donason Tract and Housing Authority of Gloucester County Project Funding. In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for these two non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township meets this obligation through anticipated funds to be generated from non-residential and residential development not incorporating affordable units as spelled out in the municipality's spending plan as required in Paragraph 18 of this agreement and by the passage of a resolution of intent to bond in the event of a shortfall in funding of the means to implement its HE&FSP in the event that other outside agency funding including tax credits is not available on the anticipated timeline. This applies to the Donason Tract. For the HAGC/Rowan College Project, the MOU between Rowan College of South Jersey, the County of Gloucester, Housing Authority of Gloucester County and the Township provides that the County of Gloucester or one of its

affiliated agencies, such as the Gloucester County Improvement Authority shall provide the financial wherewithal should the project fail to secure outside funding. The Township has provided a pro-forma as part of its adopted HE&FSP. A pro-forma for the Rowan College Project shall be as set forth in Table 4.

11. Donason Tract and Rowan College Project Schedules. In accordance with N.J.A.C. 5:93-5.5 for non-inclusionary developments the following schedule in Table 4 shall apply to the municipally-owned Donason Tract and Table 5 shall apply to the Rowan College Project, dating from the Order approving this settlement agreement:

Table 4. Donason Tract Schedule for Completion

Activity	**Schedule**
Issue Request for Proposal for the Development	Within 2 months of order approving fairness of settlement
Receive RFPs from Developers including pro forma to be included with final compliance submission	1 month from RFP Release
Evaluate and Select Developer	1 month from Receipt of RFPs
Negotiate and Enter into Contract	3 months from Developer Selection*
Developer's professional team prepares site plan submission and tax credit application	3 to 6 months from Contract execution
Developer submits and is granted preliminary site plan approval	3 months from submission of preliminary site plan application
Developer submits for tax credits	1 month from site plan approval
Tax Credit decision/final site plan application and approval	4 to 6 months from application
Developer seeks syndication/completes financing/architectural drawings completed	6 months from award of tax credits
Municipality closes on land transfer/Developer closes on financing	1 month from completion of financing
Construction starts	1 month from land transfer
Construction completed	10 months
Total Time	36-41 months

* - This timeframe assumes that the Donason site is added to the sewer service area by this point. If that has not happened, then this step's timeframe and all subsequent steps shall be tolled until the Donason site has been added to the approved sewer service area, subject to the provisions of paragraph 12 below.

Table 5. HAGC (Rowan College) Project Schedule for Completion

Activity	**Schedule**
Create four party agreement pursuant to paragraph 7 of this MOU	Prior to compliance hearing on the HE&FSP*
Develop pro-forma(s) for inclusion in Township fair share plan	Prior to compliance hearing on the HE&FSP

Activity	Schedule
HAGC's professional team prepares site plan/subdivision submission and funding application(s)	2 to 4 months from execution of agreement
HAGC submits and is granted preliminary site plan and subdivision approval	2 to 3 months from submission of preliminary application
HAGC submits for funding	1 month from site plan/subdivision approval
Funding decision/final site plan/subdivision application and approval	4 to 6 months from application
HAGC seeks syndication (if applicable)/ completes financing/architectural drawings completed	4 to 6 months from award of funding
HAGC closes on financing	1 month from completion of financing
Construction starts	1 month from closing
Construction completed	12 months
Total Time	24-32 months

The municipality shall oversee the process of selecting a developer, negotiating a contract, and aiding in assisting the developer in its tax credit application as is necessary to effectuate the implementation of the Donason Tract component of its HE&FSP, and enforcing the conditions necessary to implement its non-inclusionary affordable housing site, shall inspect the site improvements and buildings for health and public safety as required to construct the site and to ensure that the provisions for affirmative marketing, selection of tenants or buyers and other aspects of this settlement agreement and applicable laws, regulations and agreements are adhered to. The municipality shall work in close cooperation with HAGC to provide assistance as needed in its funding application(s), shall inspect the site improvements and buildings for health and public safety as required to construct the site and to ensure that the provisions for affirmative marketing, selection of tenants or buyers and other aspects of this settlement agreement and applicable laws, regulations and agreements are adhered to.

12. Sanitary Sewer Service Area. The Donason site and a portion of the Rizzuto site are not currently within the approved sewer service area for Deptford Township. Gloucester County already has submitted an application to amend the sewer service area for the County which includes these parcels. In accordance with N.J.A.C. 5:93-5.3(b), if there is a denial of the expansion of the sanitary sewer service areas by the New Jersey Department of Environmental Protection (NJDEP) or at the end of two years after final judgment of this matter or if there is no DEP determination then this agreement and any orders of the court shall be reopened for the limited purpose of determining whether there is a realistic opportunity on any such site and if not providing an alternate site or sites that will address the same number of units towards the Third Round obligation for which there is no longer a realistic opportunity. The proposed sanitary sewer service area map for Deptford is attached as Exhibit B.

13. Very Low Income Requirements. The Township agrees to require thirteen percent (13%) of all units referenced in this Agreement, excepting those units that were constructed or

granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. Deptford's obligation is 13% of 655 units, or 85.15 units, rounded up to 86 units, of which at least 43 must be available to families. The 655 units generating the requirement come from Conifer Village, Tanyard Oaks, 10 existing inclusionary for-sale units, HAGC/Rowan College, Donason, Rizzuto, Deptford 15, Haddonwood Remainder, NJTD, P&I Associates, Miller, Local 360, Twin Cedars, one existing group home and the new ARC group home, in accordance with Table 6. The Township is providing for 91 total very low-income units, in excess of its requirement, of which 71 are or will be family very low-income units.

Table 6. Very Low Income Table.

Development	Total Affordable Units	VLI Units Provided	Family VLI Units Provided
Conifer Village	90	13	13
Tanyard Oaks	65	9	9
Inclusionary for-sale units	16	0	
HAGC Rowan College	24	4	
Donason Tract	81	11	
Rizzuto	14	0	
Deptford 15	27	4	4
Haddonwood Remainder	25	4	4
NJTD	41	6	6
P&I Associates	18	3	3
Miller	14	2	2
Local 360	9	2	2
Five Points South	115	15	15
Lakes of Bankbridge	101	13	13
Twin Cedars	10	0	
ARC Group Home -- proposed	5	5	
Total	**655**	**91**	**71**

Note: The HAGC project as an all special needs housing may qualify as all very low income, depending on funding source and the waiting list from which potential residents are drawn. Deptford only claims 4 of these as very low income units based on 13% of 24 units, rounded up but reserves the right to include additional units in its calculation upon proof of the very low income status of residents.

14. The Township shall meet its Third Round Gap Present Need and Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in Table 3 in paragraph 7 above:

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

b. At least fifty percent (50%) of the units addressing the Third Round Gap Present and Prospective Need shall be affordable to very low-income and low-income households with the remainder affordable to moderate-income households.

c. At least twenty-five percent (25%) of the Third Round Gap Present and Prospective Need shall be met through rental units, including at least half in rental units available to families.

d. At least half of the units addressing the Third Round Gap Present and Prospective Need in total shall be available to families.

e. The Township agrees to comply with an age-restricted cap of twenty-five percent (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 twenty-five percent (25%) of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

15. The Township shall include in the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Gloucester County and Salem County Branches of the NAACP, Senior Citizens United Community Services (S.C.U.C.S.), and the Supportive Housing Association. As part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, the Township and/or its Administrative Agent shall also provide notice to those organizations of all available affordable housing units to the above-referenced organizations. 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.

16. 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 ten percent (10%) of affordable units in rental projects being required to be at thirty-five percent (35%) of median income, thirteen percent (13%) of affordable units in such projects shall be required to be at thirty percent (30%) of median income, and all other applicable law. The Township as part of its HE&FSP 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 thirty (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 eighty percent (80%) 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 fifty percent (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 thirty percent (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, prepared by the Affordable Housing Professionals of New Jersey are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2020, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year. The Township may rely upon future Affordable Housing Regional Income Limits by Household Size, as prepared by the Affordable Housing Professionals of New Jersey, in subsequent years.

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. 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.

17. 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 law.

18. As an essential term of this Agreement, within one hundred and twenty (120) days of Court's approval of this Agreement, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Uniform Development Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a HE&FSP and Spending Plan in conformance with the terms of this Agreement. Alternatively, if the court schedules a joint fairness and compliance hearing, all such ordinances shall be adopted prior to such hearing.

19. The Parties agree that if a decision of a court of competent jurisdiction in Gloucester County, 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 percent (20%) than the total prospective Third Round need obligation

established in this Agreement of 975 units/credits (i.e., 780 units/credits or less), and if that calculation is memorialized in an unappealable final judgment, 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 adopt a HE&FSP that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any one hundred percent (100%) affordable developments referenced herein and otherwise fulfilling fully the Township's 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.

20. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement 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 issuance of the Judgment of Repose (or other final judgment in this matter however captioned), and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, 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 the Special Master and 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 any other forms endorsed by the Special Master and FSHC. 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.

21. On the first anniversary of the issuance of the Judgment of Repose (or other final judgment in this matter however captioned), and every anniversary thereafter through the end of this Agreement, 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 provided to the Special Master and Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

22. The Township previously provided a midpoint review form to FSHC.

The Township agrees to provide a review of the very low income housing requirements required by N.J.S.A. 52:27D-329.1 within thirty (30) days of the third anniversary of the issuance of the Judgment of Repose (or other final judgment in this matter however captioned), which the Township will post on its municipal website, with a copy provided to the Special Master and Fair Share Housing Center, as to its satisfaction of its very low

income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality, the Special Master, and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

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

24. This Agreement shall 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 to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void. The parties may request a joint fairness and compliance hearing from the Court.

25. The Township agrees to pay FSHC's attorneys fees and costs in the amount of twenty thousand dollars ($20,000.00) within thirty (30) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.

26. If an appeal is filed of the Court's approval or rejection of this 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 this 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.

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

28. 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.

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

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

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

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

37. 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.

38. 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: Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE TOWNSHIP: Albert Marmero, Esq.
Grace Marmero & Associates, LLP
44 Euclid Street
Woodbury, New Jersey 08096
Phone: (856) 848-6440
Telecopier: (856) 858-5002
Email: amarmero@gracemarmero.com

WITH A COPY TO THE MUNICIPAL CLERK: Dina L. Zawadski, Township Clerk, RMC, CMC
Township of Deptford
1011 Cooper Street
Deptford, NJ 08096

Telecopier: (856) 845-8804
Email: dzawadski@deptford-nj.org

Please sign below if these terms are acceptable.

Sincerely,

Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Township of Deptford, with the authorization of the Township Council:

_____
Hon. Paul Medany, Mayor

Dated:_____

TO THE TOWNSHIP:

Albert Marmero, Esq.
Grace Marmero & Associates, LLP
44 Euclid Street
Woodbury, New Jersey 08096
Phone: (856) 848-6440
Telecopier: (856) 858-5002
Email: amarmero@gracemarmero.com

WITH A COPY TO THE MUNICIPAL CLERK:

Dina L. Zawadski, Township Clerk, RMC, CMC
Township of Deptford
1011 Cooper Street
Deptford, NJ 08096

Telecopier: (856) 845-8804
Email: dzawadski@deptford-nj.org

Please sign below if these terms are acceptable.

Sincerely,

Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Township of Deptford, with the authorization of the Township Council:

Hon. Paul Medany, Mayor

Dated: 10/20/20

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 24, 2020

2020 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**	Max Increase Sales***	Regional Asset Limit****
Region 1	Median	$67,166	$71,964	$76,761	$86,357	$95,952	$99,790	$103,628	$111,304	$118,980	$126,656			
Bergen, Hudson,	Moderate	$53,733	$57,571	$61,409	$69,085	$76,761	$79,832	$82,902	$89,043	$95,184	$101,325	1.9%	0.84%	$185,539
Passaic and Sussex	Low	$33,583	$35,982	$38,381	$43,178	$47,976	$49,895	$51,814	$55,652	$59,490	$63,328			
	Very Low	$20,150	$21,589	$23,028	$25,907	$28,786	$29,937	$31,088	$33,391	$35,694	$37,997			
Region 2	Median	$73,857	$79,132	$84,408	$94,959	$105,510	$109,730	$113,951	$122,391	$130,832	$139,273			
Essex, Morris,	Moderate	$59,085	$63,306	$67,526	$75,967	$84,408	$87,784	$91,160	$97,913	$104,666	$111,418	1.9%	4.71%	$202,419
Union and Warren	Low	$36,928	$39,566	$42,204	$47,479	$52,755	$54,865	$56,975	$61,196	$65,416	$69,636			
	Very Low	$22,157	$23,740	$25,322	$28,488	$31,653	$32,919	$34,185	$36,717	$39,250	$41,782			
Region 3	Median	$83,650	$89,625	$95,600	$107,550	$119,500	$124,280	$129,060	$138,620	$148,180	$157,740			
Hunterdon,	Moderate	$66,920	$71,700	$76,480	$86,040	$95,600	$99,424	$103,248	$110,896	$118,544	$126,192	1.9%	1.01%	$227,546
Middlesex and	Low	$41,825	$44,813	$47,800	$53,775	$59,750	$62,140	$64,530	$69,310	$74,090	$78,870			
Somerset	Very Low	$25,095	$26,888	$28,680	$32,265	$35,850	$37,284	$38,718	$41,586	$44,454	$47,322			
Region 4	Median	$76,469	$81,931	$87,393	$98,317	$109,242	$113,611	$117,981	$126,720	$135,460	$144,199			
Mercer,	Moderate	$61,175	$65,545	$69,915	$78,654	$87,393	$90,889	$94,385	$101,376	$108,368	$115,359	1.9%	5.96%	$205,486
Monmouth and	Low	$38,235	$40,966	$43,697	$49,159	$54,621	$56,806	$58,990	$63,360	$67,730	$72,099			
Ocean	Very Low	$22,941	$24,579	$26,218	$29,495	$32,772	$34,083	$35,394	$38,016	$40,638	$43,260			
Region 5	Median	$67,620	$72,450	$77,280	$86,940	$96,600	$100,464	$104,328	$112,056	$119,784	$127,512			
Burlington,	Moderate	$54,096	$57,960	$61,824	$69,552	$77,280	$80,371	$83,462	$89,645	$95,827	$102,010	1.9%	7.21%	$179,028
Camden and	Low	$33,810	$36,225	$38,640	$43,470	$48,300	$50,232	$52,164	$56,028	$59,892	$63,756			
Gloucester	Very Low	$20,286	$21,735	$23,184	$26,082	$28,980	$30,139	$31,298	$33,617	$35,935	$38,254			
Region 6	Median	$57,458	$61,562	$65,666	$73,874	$82,083	$85,366	$88,649	$95,216	$101,782	$108,349			
Atlantic, Cape	Moderate	$45,966	$49,250	$52,533	$59,100	$65,666	$68,293	$70,919	$76,173	$81,426	$86,679	1.9%	6.97%	$153,730
May, Cumberland,	Low	$28,729	$30,781	$32,833	$36,937	$41,041	$42,683	$44,325	$47,608	$50,891	$54,175			
and Salem	Very Low	$17,237	$18,469	$19,700	$22,162	$24,625	$25,610	$26,595	$28,565	$30,535	$32,505			

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).

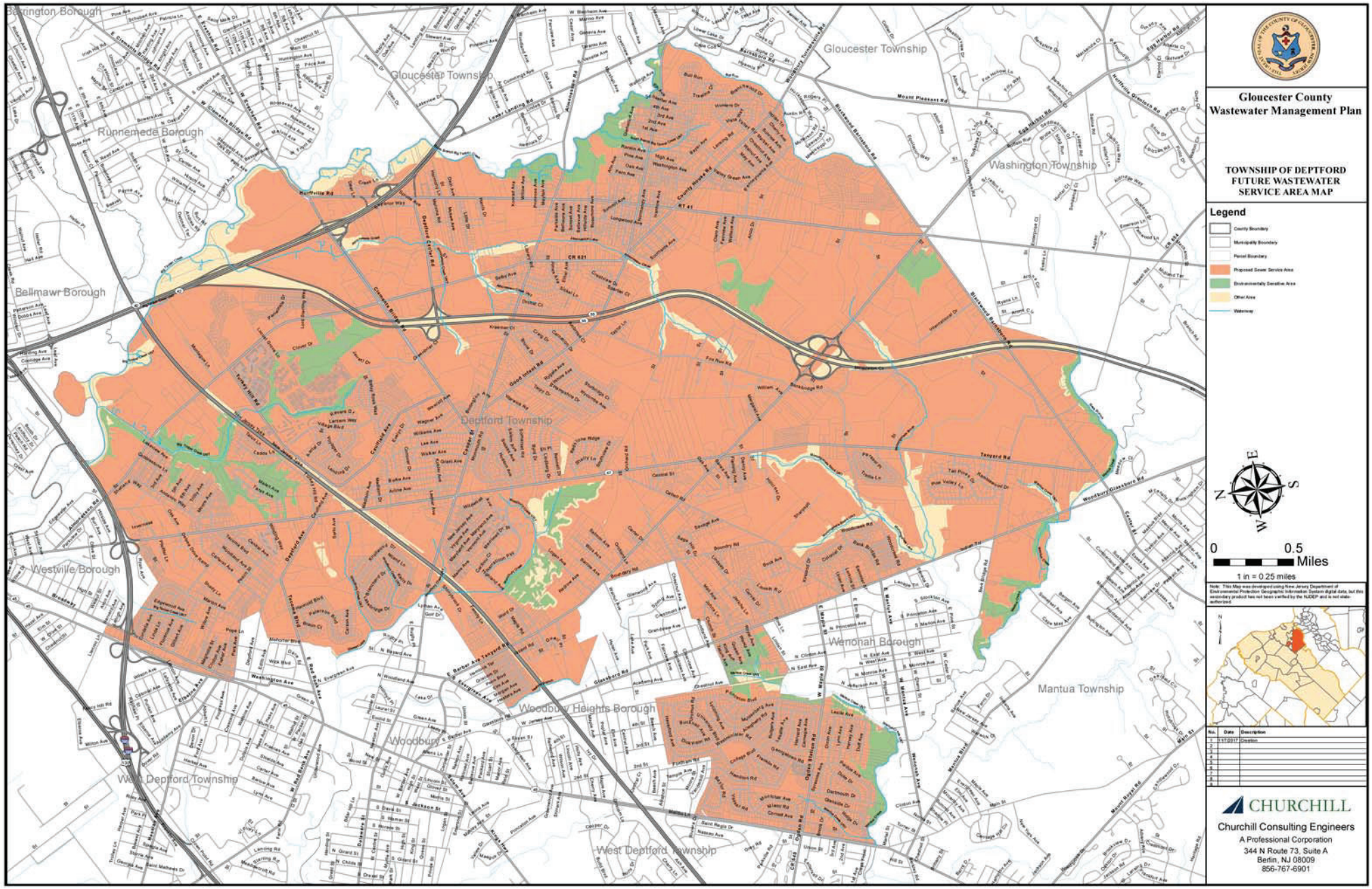
**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, 2018 or 2019 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2020 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). 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 previously calculated under N.J.A.C. 5:97-9.3). 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.

Exhibit B


Gloucester County
Wastewater Management Plan
TOWNSHIP OF DEPTFORD
FUTURE WASTEWATER
SERVICE AREA MAP
Legend
County Boundary
Municipality Boundary
Parcel Boundary
Proposed Sewer Service Area
Environmentally Sensitive Area
Other Area
Waterway
N
E
S
W
0
0.5
Miles
1 in = 0.25 miles
Note: This Map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by the NJDEP and is not state-authorized.
No.
Date
Description
1
11/7/2017
Creation
CHURCHILL
Churchill Consulting Engineers
A Professional Corporation
344 N Route 73, Suite A
Berlin, NJ 08009
856-767-6901
Deptford Township
Gloucester Township
Runnemede Borough
Bellmawr Borough
Westville Borough
West Deptford Township
Woodbury
Woodbury Heights Borough
Wenonah Borough
Mantua Township
Washington Township
Barrington Borough

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ATTORNEYS FOR PLAINTIFF, TOWNSHIP OF DEPTFORD

IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER

NEW JERSEY SUPERIOR COURT
LAW DIVISION
GLOUCESTER COUNTY

DOCKET NO.: GLO-L-929-15

CIVIL ACTION
(*MOUNT LAUREL*)

DECLARATORY JUDGMENT OF COMPLIANCE AND REPOSE FOR THE THIRD ROUND

THIS MATTER having been brought before the Court by Albert K. Marmero of Marmero Law, LLC, attorneys for the Township of Deptford, Gloucester County (hereinafter the "Township"), by way of a Declaratory Judgment Complaint filed on July 7, 2015 to have the Court determine the Township's fair share affordable housing obligation and to permit the Township time to adopt a compliance plan and for immunity from builder's remedy litigation pending the declaratory judgment action in response to In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) ("Mount Laurel IV"); and the Court having appointed John D. Maczuga, PP, of JDM Planning Associates, LLC, as the Special Master (hereinafter the "Special Master"); and Fair Share Housing Center ("FSHC"), EIL Investments, as successor in interest to Glouco Approvals Group, LLC, and Benderson Properties, Inc. and affiliated entities, having each participated in the action as an "Interested Party," and through settlement and/or consent, having become a "Defendant-Intervenor" in the action; and the Township and FSHC having settled via agreement executed on October 20, 2020 ("FSHC Settlement"), attached hereto as **Exhibit A** and incorporated by

reference herein; and the FSHC Settlement having established the Township's fair share obligations and further having identified the framework of the Township's plan to satisfy same; and the Court having scheduled a Fairness and Compliance Hearing on January 7, 2021, and a continued Fairness and Compliance Hearing on March 17, 2021, to determine whether the Township's Housing Element and Fair Share Plan is fair and reasonable to the region's very low, low and moderate income households; and the Township having published notice of the Fairness and Compliance Hearing in a newspaper of general circulation in the Township and Gloucester County and provided notice via certified mail to the Township's Service List; and the Court having considered the written objections to the FSHC Settlement from various parties; and the Court having received a December 31, 2020 written report of the Special Master, attached hereto as **Exhibit B**; and the Court having received a February 27, 2021 updated written report of the Special Master, attached hereto as **Exhibit C**; and on March 17, 2021, the Court having conducted a Fairness and Compliance Hearing; and the Court having considered the arguments of the Township, FSHC, and other Interested Parties, to the FSHC Settlement as well as the reports and testimony of the Special Master; and the Court having reviewed all of the documents admitted into evidence; and the Court being satisfied that the FSHC Settlement is fair and reasonable to the region's very low, low and moderate-income households; and good cause having been shown;

IT IS ON THIS 6th day of May, 2021, **ORDERED** as follows:

1. The Township provided sufficient published and actual notice of the Fairness and Compliance Hearing to the public and all known potential interested parties.

2. Pursuant to the judicial standards set forth in East/West Venture v. Bor. of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996) and Morris County Fair Housing Council v. Boonton Tp., 197 N.J. Super. 359 (Law Div. 1984), aff'd 209 N.J. Super 108 (App. Div. 1986), the

FSHC Settlement, inclusive of the Interested Parties Settlements, is fair, reasonable and adequately protects the interests of the region's very low, low and moderate income households and the Court hereby approves the FSHC Settlement, attached hereto as **Exhibit A**.

3. The Township has satisfied its Prior Round Obligation as set forth in the FSHC Settlement, **Exhibit A**.

4. Per the FSHC Settlement and Special Master Reports, the Township's affordable housing obligations are hereby incorporated as outlined in the FSHC Agreement and subject to thirteen (13) conditions as stated in the December 31, 2020 and February 27, 2021 Special Master reports. **Exhibits B and C**.

5. During the March 17, 2021 Fairness and Compliance Hearing FSHC additionally provided two (2) additional conditions which are stated and incorporated herein as follows:

   a. The requirement for very low-income units to be distributed across bedroom distribution as contemplated by the Uniform Housing Affordability Controls.

   b. The requirement that all non-residential development within the municipality, including non-residential components of any project identified in the FSHC Agreement and/or settlements with interested parties, will require payment of a non-residential development fee in accordance with applicable law.

6. The Township shall comply with the conditions and recommendations by the Special Master as set forth in the Special Master Reports, **Exhibits B and C**, and the conditions requested by FSHC as set forth in Paragraph 5 above. To the extent that where the dates, schedules or requirements set forth in the conditions as stated in the Special Master Reports differ from the FSHC Settlement, the conditions approved by the Court shall supersede.

7. A Judgment is hereby declared in favor of Plaintiff, Township of Deptford, for a Declaratory Judgment of Compliance and Repose pursuant to East/West Venture v. Borough of Fort Lee and the Mount Laurel line of cases.

8. The Court hereby declares the land use regulations and affirmative devices in the Township's Housing Element and Fair Share Plan, subject to the Conditions as set forth in the FSHC Settlement and Special Master Reports annexed hereto and incorporated herein, will satisfy the Township's constitutional obligation with respect to affordable housing under the Mount Laurel doctrine for the Third Round (1999-2025).

9. The immunity previously granted to the Township from any and all exclusionary zoning lawsuits, other than actions brought to enforce the Court's Orders or the terms of any settlement agreements, is hereby continued through July 1, 2025.

10. Counsel for the Township shall provide copies of this Order to all counsel of record, the Special Master and to the Township's Service List within seven (7) days of the date of receipt.

Dated: May 6, 2021

Robert P. Becker Jr P.J.Ch

Honorable Robert P. Becker, Jr., P.J. Ch.

EXHIBIT A

FAIR SHARE HOUSING CENTER

EXHIBIT 1

Peter J. O'Connor, Esq.
Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rammler, Esq.
Joshua D. Bauers, Esq.
Bassam F. Gergi, Esq.

October 13, 2020

Albert Marmero, Esq.
Grace Marmero & Associates, LLP
44 Euclid Street
Woodbury, New Jersey 08096

Re: In the Matter of the Application of the Township of Deptford, County of Gloucester, Docket No. GLO-L-0929-15

Dear Mr. Marmero:

This letter memorializes the terms of an agreement reached between the Township of Deptford (the "Township" or "Deptford"), the declaratory judgment plaintiff, and Fair Share Housing Center ("FSHC"), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) ("Mount Laurel IV") and, through this settlement ("Agreement"), a defendant in this proceeding. This Agreement will refer to the Township and FSHC individual as a "Party" and collectively as the "Parties."

Background

Deptford filed the above-captioned matter on July 6, 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 In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households. This Agreement supersedes all prior settlement agreements between the parties.

Settlement terms

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement ("Plan" or "HE&FSP") and through 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) and Third Round (1999-2025).

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

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

Table 1. Deptford Affordable Housing Obligations

Rehabilitation Share (per Kinsey Report[1])	94
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	296
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	975

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).

5. Rehabilitation. The Township's efforts to meet its present need include the following: forty-one existing (41) units through County owner-occupied rehabilitation program and forty-seven (47) rental units at Deptford Park Apartments (aka Cooper Street Senior Apartments). Preliminary information from Gloucester County indicates that approximately thirty-two (32) units have been rehabilitated by the County in Deptford since April 1, 2010; the remaining number shall be addressed through the County rehabilitation program through July 1, 2025. A water main break in 2015 rendered 47 units at Deptford Park Apartments uninhabitable. These were subsequently renovated at a cost of $2,476,739, or $52,697 per unit (hard cost). All of the units were renovated in 2015.

   The Gloucester County owner-occupied rehabilitation program has historically rehabilitated four units in Deptford Township annually. Therefore, it can be reasonably expected that the program will rehabilitate an additional fifteen (15) units during the Third Round compliance period, sufficient to satisfy the Township's present need obligation of ninety-four (94) units.

6. Prior Round. As noted above, the Township has a Prior Round prospective need of two hundred ninety-six (296) units, which is met through the following compliance mechanisms:

Table 2. Credits for the Prior Round Obligation

Prior Round Obligation (296)	**Family**	**Rental**	**Senior**	**Units**	**Rental Bonuses**	**Total Credits**
100% Affordable (built)						
New Sharon Woods	50	50		50		50
Deptford Park (74 of 99)		74	74	74		74
Housing Authority of Gloucester County (scattered sites; 2 of 19)	2	2		2		2
Village at New Sharon	22			22		22
Conifer Village at Deptford – 74 of 90	74	74		74	74	148
Total	**148**	**200**	**74**	**222**	**74**	**296**

[1] - 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, May 2016.

7. Prospective Need. As noted above, the Township has a Third Round prospective need of nine-hundred-and-seventy-five (975) units, which is met through the following compliance mechanisms:

Table 3. Credits for the Third Round Obligation

Affordable Housing Mechanism	Family	Rental	Senior	Units	Rental Bonuses	Total Credits
100% Affordable Housing - Built						
Deptford Park – 25 of 99		25	25	25		25
Nancy J. Elkis Senior Housing (formerly Deptford Park II)		80	80	80		80
Housing Authority of Gloucester County (scattered sites-17 of 19)	17	17		17		17
Conifer Village (LIHTC; 16 of 90)	16	16		16	16	32
Tanyard Oaks (LIHTC)	65	65		65	65	130
Habitat for Humanity	2			2		2
100% Affordable Housing - Proposed						
HAGC/Rowan College (special needs)	24	24		24	24	48
Donason Tract		81	81	81		81
Inclusionary Sites - Built						
Deptford Landing	4			4		4
Willow Ridge	4			4		4
Reserve at Willow Ridge	2			2		2
JAS Homes (Tarpy Lane)	4			4		4
Inclusionary Site – Approved						
Rizzuto			14	14		14
Inclusionary Sites To Be Rezoned/Redeveloped						
Deptford 15, LLC	27	27		27		27
Miller	22			22		22
Haddonwood Remainder	25	25		25		25
NJTD Investment Group	41			41		41
Local 360 United F&C	9			9		9
Lakes of Bankbridge	101	57		101	57	158
P&I Associates	18			18		18
Five Points South (Benderson)	115	115		115	82	197
Alternative Living Arrangements						
Devereux Group Homes (3 units)		13		13		13
Community Options (1 unit)		4		4		4
ARC Gloucester (1 existing unit)		3		3		3

Affordable Housing Mechanism	Family	Rental	Senior	Units	Rental Bonuses	Total Credits
ARC Gloucester (1 under const.)		5		5		5
Twin Cedars Assisted Living		10	10	10		10
Total	**496**	**567**	**210**	**731**	**244**	**975**

8. The Township will provide a realistic opportunity for the development of affordable housing through the adoption of zoning or redevelopment plan for inclusionary housing on the following sites: Rizzuto; Deptford 15, LLC; Miller; Haddonwood Remainder (Deptford Shopping Center, LLC); NJTD Investment Group; Local 360 United, F&C; Lakes of Bankbridge (Glouco Development Group), P&I Associates and Five Points South (Benderson).

   a. Rizzuto – This is a 23.4-acre parcel at the corner of Tanyard Road and Ayres Avenue (Block 84, lot 1). The project has a preliminary major subdivision approval for 67 age-restricted units of which 14 would be single family semi-detached affordable age-restricted dwellings.

   b. Deptford 15, LLC: Almonesson Road – Block 5.01, Lot 13.02 (15.04 acres). At 12 units per acre gross would yield 180 units and 27 affordable units (15% rental setaside); if the site is developed as for-sale housing, the set-aside would be 20%, or 36 affordable units.

   c. Miller – The four lots at Block 86, Lots 4, 5, 15 and 27 comprise a 17.99-acre parcel on the north corner of the intersection of Tanyard Road and Cattell Road. There is one residence on the underutilized property. The Township will rezone the site to provide a realistic opportunity for the development of 152 residential for-sale units at eight and two-tenths units per acre to yield 22 units with a 15% rental setaside and 31 units at a 20% setaside for for-sale townhouses.

   d. Haddonwood Remainder: This is the site of the former Haddonwood Swim Club, currently vacant, totaling 15.2 acres on the east side of Hurffville Road south of where it crosses Route 42 (Block 203, Lot 10, 9.95 acres, and approximately 5.25 acres from Lot 11). It is currently zoned BC-4, Business Center 4. In accordance with the terms of the Settlement Agreement, the Township will rezone the site to provide a realistic opportunity for the development of affordable housing. Since the land area is approximate and an exact measurement will require a parcel survey, the Township will rezone the property equal to the density of the Deptford 15, LLC (a gross density of 12 units per acre), to ensure that the minimum number of affordable units can be achieved. With a total of at least 166 units that can be developed on the site, the required 15% set-aside for rental development would create, 25 affordable units; if the site is developed as for-sale housing, the set-aside would be 20%, or 34 affordable units.

   e. NJTD Investment Group: Cattell and Tanyard Roads –Block 398, Lots 14-16, 17.01, 18, 35 and 50 (32.27 acres). At 8.5 units per gross acre, the property yield

would be 274 units of which 41 would be affordable family rental townhouse at a 15% set-aside and 55 units with a 20% for-sale setaside.

f. Local 360 United F&C – This 10-acre property is located at 1920 Delsea Drive, Block 397, Lot 3. The Township will rezone the site to provide a realistic opportunity for the development of 60 residential units (a gross density of six units per acre), with a for-sale required set-aside of 20%, for a total of 13 affordable townhouse units; or 60 residential rental units with 9 affordable units (15% rental set-aside).

g. Lakes of Bankbridge - Bankbridge Road – Block 398, Lots 31-33 and 52 (99.2 acres). At 6 units per gross acre, would allow 504 units. The Township will rezone the site to provide for the development of a total of 504 residential units (up to a gross density of six units per acre), with a required set-aside of 20% regardless of whether the affordable units are rentals or for-sale, for a total of 101 affordable units. In addition to accommodating the 504 units of the site, 18 more affordable units from the 90 units anticipated at the P&I Investment site (below) are proposed to be transferred to the Lakes of Bankbridge site in the form of stacked townhouses. The site will provide at least 57 rental bonus credits. 288 multi-family rental dwellings (including the rental affordables), 86 market-rate townhouses, 22 affordable townhouses, 40 affordable stacked townhouses (one unit over another) plus 18 additional stacked townhouses from the P&I Associates site are proposed. Additionally, the site will have 86 single-family detached houses on minimum 7,800-square-foot lots that will be market-rate dwellings. This is one of the intervenor sites. The Township and Glouco Approvals Group have entered into an agreement that provides a firm commitment for the construction of at least 57 family rental units on this site which shall be amended prior to the fairness hearing to address how a realistic opportunity will be provided for the 18 affordable units from the P&I site.

h. P&I Associates - This site, slightly more than 10 acres in size comprising Lots 31 and 40 of Block 407, is directly across Tanyard Road from the Miller site. This site is owned by an affiliate of Glouco Approvals Group. Consequently, the MOU for the Lakes of Bankbridge site also encompasses this property. The site will be developed with 72 for-sale market rate townhouses. Its affordable housing obligation of 18 units will be transferred to the Lakes of Bankbridge property and will most likely be developed as stacked townhouses on that property. The 18 units transferred from the P&I tract to Lakes of Bankbridge shall not be developed later than the phasing requirements, pursuant to N.J.A.C. 5:93-5.6(d), for the development of the market rate units remaining on the P&I tract.

i. Five Points South (Benderson) - The Five Points South Redevelopment Area encompasses Block 387.01, Lot 70 and Block 417.01, Lots 3-9 and 11, for a total of approximately 198 acres. This is governed by the Five Points Redevelopment Plan which requires any development to include 575 units of which 115 units, a 20% set aside will be family rental dwellings. The Township and Benderson shall prior to the fairness hearing enter into an agreement that provides a firm commitment for the construction of family rental units on this site.

9. The Township will provide a realistic opportunity for the development of 100% affordable housing in a combination of special needs, alternate living arrangements and municipally sponsored senior units that will be developed or created through means other than inclusionary zoning in the following ways:

   a. ARC of Gloucester. This project is the development of a medical group home of five (5) bedrooms for the developmentally disabled. The group home will be created through the rehabilitation of 1460 Cooper Street by Integrity Building Group, LLC, in fulfillment of an affordable housing obligation incurred by the developer. The medical group home will be operated by The ARC Gloucester, a proven provider of such services. The ARC Gloucester has received an operating funds commitment from the NJ Division of Developmental Disabilities. The rehabilitation is underway and occupancy is anticipated to occur by the end of 2020.

   b. HAGC/Rowan College Project – The Township has entered into a four-way Memorandum of Understanding with Gloucester County, the Housing Authority of Gloucester County ("HAGC"), and Rowan College, that commits HAGC to build 24 special needs units on community college-owned land at the Rowan College of South Jersey campus (Block 417, part of Lot 1). The southern portion of the tract, comprising 43.78 acres, has been designated an area in need of redevelopment, and the units are contemplated for the central part of that area. A redevelopment plan providing for the 24 special needs units will be adopted as part of the compliance process as set forth in paragraph 18.

   c. Donason Tract. The Donason Tract program is a 100% municipally sponsored project of 81 senior units located at Block 4.01, Lot 1 at the intersection of Caulfield Avenue and Almonesson Road. The Township will adopt a redevelopment plan and issue an RFP for an affordable housing developer in accordance with the schedule in Paragraph 11.

10. Donason Tract and Housing Authority of Gloucester County Project Funding. In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for these two non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township meets this obligation through anticipated funds to be generated from non-residential and residential development not incorporating affordable units as spelled out in the municipality's spending plan as required in Paragraph 18 of this agreement and by the passage of a resolution of intent to bond in the event of a shortfall in funding of the means to implement its HE&FSP in the event that other outside agency funding including tax credits is not available on the anticipated timeline. This applies to the Donason Tract. For the HAGC/Rowan College Project, the MOU between Rowan College of South Jersey, the County of Gloucester, Housing Authority of Gloucester County and the Township provides that the County of Gloucester or one of its affiliated agencies, such as the Gloucester County Improvement Authority shall provide the financial wherewithal should the project fail to secure outside funding. The Township

has provided a pro-forma as part of its adopted HE&FSP. A pro-forma for the Rowan College Project shall be as set forth in Table 4.

11. Donason Tract and Rowan College Project Schedules. In accordance with N.J.A.C. 5:93-5.5 for non-inclusionary developments the following schedule in Table 4 shall apply to the municipally-owned Donason Tract and Table 5 shall apply to the Rowan College Project, dating from the Order approving this settlement agreement:

Table 4. Donason Tract Schedule for Completion

Activity	Schedule
Issue Request for Proposal for the Development	Within 2 months of order approving fairness of settlement
Receive RFPs from Developers including pro forma to be included with final compliance submission	1 month from RFP Release
Evaluate and Select Developer	1 month from Receipt of RFPs
Negotiate and Enter into Contract	3 months from Developer Selection*
Developer's professional team prepares site plan submission and tax credit application	3 to 6 months from Contract execution
Developer submits and is granted preliminary site plan approval	3 months from submission of preliminary site plan application
Developer submits for tax credits	1 month from site plan approval
Tax Credit decision/final site plan application and approval	4 to 6 months from application
Developer seeks syndication/completes financing/architectural drawings completed	6 months from award of tax credits
Municipality closes on land transfer/Developer closes on financing	1 month from completion of financing
Construction starts	1 month from land transfer
Construction completed	10 months
Total Time	36-41 months

* - This timeframe assumes that the Donason site is added to the sewer service area by this point. If that has not happened, then this step's timeframe and all subsequent steps shall be tolled until the Donason site has been added to the approved sewer service area, subject to the provisions of paragraph 12 below.

Table 5. HAGC (Rowan College) Project Schedule for Completion

Activity	Schedule
Create four party agreement pursuant to paragraph 7 of this MOU	Prior to compliance hearing on the HE&FSP*
Develop pro-forma(s) for inclusion in Township fair share plan	Prior to compliance hearing on the HE&FSP
HAGC's professional team prepares site plan/subdivision submission and funding application(s)	2 to 4 months from execution of agreement

Activity	Schedule
HAGC submits and is granted preliminary site plan and subdivision approval	2 to 3 months from submission of preliminary application
HAGC submits for funding	1 month from site plan/subdivision approval
Funding decision/final site plan/subdivision application and approval	4 to 6 months from application
HAGC seeks syndication (if applicable)/ completes financing/architectural drawings completed	4 to 6 months from award of funding
HAGC closes on financing	1 month from completion of financing
Construction starts	1 month from closing
Construction completed	12 months
Total Time	24-32 months

The municipality shall oversee the process of selecting a developer, negotiating a contract, and aiding in assisting the developer in its tax credit application as is necessary to effectuate the implementation of the Donason Tract component of its HE&FSP, and enforcing the conditions necessary to implement its non-inclusionary affordable housing site, shall inspect the site improvements and buildings for health and public safety as required to construct the site and to ensure that the provisions for affirmative marketing, selection of tenants or buyers and other aspects of this settlement agreement and applicable laws, regulations and agreements are adhered to. The municipality shall work in close cooperation with HAGC to provide assistance as needed in its funding application(s), shall inspect the site improvements and buildings for health and public safety as required to construct the site and to ensure that the provisions for affirmative marketing, selection of tenants or buyers and other aspects of this settlement agreement and applicable laws, regulations and agreements are adhered to.

12. Sanitary Sewer Service Area. The Donason site and a portion of the Rizzuto site are not currently within the approved sewer service area for Deptford Township. Gloucester County already has submitted an application to amend the sewer service area for the County which includes these parcels. In accordance with N.J.A.C. 5:93-5.3(b), if there is a denial of the expansion of the sanitary sewer service areas by the New Jersey Department of Environmental Protection (NJDEP) or at the end of two years after final judgment of this matter or if there is no DEP determination then this agreement and any orders of the court shall be reopened for the limited purpose of determining whether there is a realistic opportunity on any such site and if not providing an alternate site or sites that will address the same number of units towards the Third Round obligation for which there is no longer a realistic opportunity. The proposed sanitary sewer service area map for Deptford is attached as Exhibit B.

13. Very Low Income Requirements. The Township agrees to require thirteen percent (13%) of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. Deptford's obligation is 13% of 655 units, or 85.15 units, rounded up to 86 units, of which at least 43

must be available to families. The 655 units generating the requirement come from Conifer Village, Tanyard Oaks, 10 existing inclusionary for-sale units, HAGC/Rowan College, Donason, Rizzuto, Deptford 15, Haddonwood Remainder, NJTD, P&I Associates, Miller, Local 360, Twin Cedars, one existing group home and the new ARC group home, in accordance with Table 6. The Township is providing for 91 total very low-income units, in excess of its requirement, of which 71 are or will be family very low-income units.

Table 6. Very Low Income Table.

Development	Total Affordable Units	VLI Units Provided	Family VLI Units Provided
Conifer Village	90	13	13
Tanyard Oaks	65	9	9
Inclusionary for-sale units	16	0	
HAGC Rowan College	24	4	
Donason Tract	81	11	
Rizzuto	14	0	
Deptford 15	27	4	4
Haddonwood Remainder	25	4	4
NJTD	41	6	6
P&I Associates	18	3	3
Miller	14	2	2
Local 360	9	2	2
Five Points South	115	15	15
Lakes of Bankbridge	101	13	13
Twin Cedars	10	0	
ARC Group Home -- proposed	5	5	
Total	**655**	**91**	**71**

Note: The HAGC project as an all special needs housing may qualify as all very low income, depending on funding source and the waiting list from which potential residents are drawn. Deptford only claims 4 of these as very low income units based on 13% of 24 units, rounded up but reserves the right to include additional units in its calculation upon proof of the very low income status of residents.

14. The Township shall meet its Third Round Gap Present Need and Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in Table 3 in paragraph 7 above:

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

b. At least fifty percent (50%) of the units addressing the Third Round Gap Present and Prospective Need shall be affordable to very low-income and low-income households with the remainder affordable to moderate-income households.

c. At least twenty-five percent (25%) of the Third Round Gap Present and Prospective Need shall be met through rental units, including at least half in rental units available to families.

d. At least half of the units addressing the Third Round Gap Present and Prospective Need in total shall be available to families.

e. The Township agrees to comply with an age-restricted cap of twenty-five percent (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 twenty-five percent (25%) of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

15. The Township shall include in the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Gloucester County and Salem County Branches of the NAACP, Senior Citizens United Community Services (S.C.U.C.S.), and the Supportive Housing Association. As part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, the Township and/or its Administrative Agent shall also provide notice to those organizations of all available affordable housing units to the above-referenced organizations. 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.

16. 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 ten percent (10%) of affordable units in rental projects being required to be at thirty-five percent (35%) of median income, thirteen percent (13%) of affordable units in such projects shall be required to be at thirty percent (30%) of median income, and all other applicable law. The Township as part of its HE&FSP 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 thirty (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 eighty percent (80%) 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 fifty percent (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 thirty percent (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, prepared by the Affordable Housing Professionals of New Jersey are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2020, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year. The Township may rely upon future Affordable Housing Regional Income Limits by Household Size, as prepared by the Affordable Housing Professionals of New Jersey, in subsequent years.

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. 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.

17. 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 law.

18. As an essential term of this Agreement, within one hundred and twenty (120) days of Court's approval of this Agreement, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Uniform Development Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a HE&FSP and Spending Plan in conformance with the terms of this Agreement. Alternatively, if the court schedules a joint fairness and compliance hearing, all such ordinances shall be adopted prior to such hearing.

19. The Parties agree that if a decision of a court of competent jurisdiction in Gloucester County, 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 percent (20%) than the total prospective Third Round need obligation established in this Agreement of 975 units/credits (i.e., 780 units/credits or less), and if that calculation is memorialized in an unappealable final judgment, 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 adopt a HE&FSP

that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any one hundred percent (100%) affordable developments referenced herein and otherwise fulfilling fully the Township's 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.

20. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement 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 issuance of the Judgment of Repose (or other final judgment in this matter however captioned), and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, 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 the Special Master and 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 any other forms endorsed by the Special Master and FSHC. 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.

21. On the first anniversary of the issuance of the Judgment of Repose (or other final judgment in this matter however captioned), and every anniversary thereafter through the end of this Agreement, 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 provided to the Special Master and Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

22. The Township previously provided a midpoint review form to FSHC.

The Township agrees to provide a review of the very low income housing requirements required by N.J.S.A. 52:27D-329.1 within thirty (30) days of the third anniversary of the issuance of the Judgment of Repose (or other final judgment in this matter however captioned), which the Township will post on its municipal website, with a copy provided to the Special Master and Fair Share Housing Center, as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality, the Special Master, and Fair Share Housing Center on the issue of whether

the municipality has complied with its very low income housing obligation under the terms of this settlement.

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

24. This Agreement shall 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 to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void. The parties may request a joint fairness and compliance hearing from the Court.

25. The Township agrees to pay FSHC's attorneys fees and costs in the amount of twenty thousand dollars ($20,000.00) within thirty (30) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.

26. If an appeal is filed of the Court's approval or rejection of this 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 this 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.

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

28. 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.

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

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

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

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

37. 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.

38. 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:

Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE TOWNSHIP:

Albert Marmero, Esq.
Grace Marmero & Associates, LLP
44 Euclid Street
Woodbury, New Jersey 08096
Phone: (856) 848-6440
Telecopier: (856) 858-5002
Email: amarmero@gracemarmero.com

WITH A COPY TO THE MUNICIPAL CLERK:

Dina L. Zawadski, Township Clerk, RMC, CMC
Township of Deptford
1011 Cooper Street
Deptford, NJ 08096

Telecopier: (856) 845-8804
Email: dzawadski@deptford-nj.org

Please sign below if these terms are acceptable.

Sincerely,

Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Township of Deptford, with the authorization of the Township Council:

Hon. Paul Medany, Mayor

Dated: 10/20/20

Exhibit A – 2020 Income Limits

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 24, 2020

2020 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**	Max Increase Sales***	Regional Asset Limit****
Region 1	Median	$67,166	$72,964	$76,761	$86,357	$95,952	$99,790	$103,628	$111,304	$118,980	$126,656			
Bergen, Hudson, Passaic and Sussex	Moderate	$53,733	$57,571	$61,409	$69,085	$76,761	$79,832	$82,902	$89,043	$95,184	$101,325	1.9%	0.84%	$185,539
	Low	$33,583	$35,982	$38,381	$43,178	$47,976	$49,895	$51,814	$55,652	$59,490	$63,328			
	Very Low	$20,150	$21,589	$23,028	$25,907	$28,786	$29,937	$31,088	$33,391	$35,694	$37,997			
Region 2	Median	$73,857	$79,132	$84,408	$94,959	$105,510	$109,730	$113,951	$122,391	$130,832	$139,273			
Essex, Morris, Union and Warren	Moderate	$59,085	$63,306	$67,526	$75,967	$84,408	$87,784	$91,160	$97,913	$104,666	$111,418	1.9%	4.71%	$202,419
	Low	$36,928	$39,566	$42,204	$47,479	$52,755	$54,865	$56,975	$61,196	$65,416	$69,636			
	Very Low	$22,157	$23,740	$25,322	$28,488	$31,653	$32,919	$34,185	$36,717	$39,250	$41,782			
Region 3	Median	$83,650	$89,625	$95,600	$107,550	$119,500	$124,280	$129,060	$138,620	$148,180	$157,740			
Hunterdon, Middlesex and Somerset	Moderate	$66,920	$71,700	$76,480	$86,040	$95,600	$99,424	$103,248	$110,896	$118,544	$126,192	1.9%	1.01%	$227,546
	Low	$41,825	$44,813	$47,800	$53,775	$59,750	$62,140	$64,530	$69,310	$74,090	$78,870			
	Very Low	$25,095	$26,888	$28,680	$32,265	$35,850	$37,284	$38,718	$41,586	$44,454	$47,322			
Region 4	Median	$76,469	$81,931	$87,393	$98,317	$109,242	$113,611	$117,981	$126,720	$135,460	$144,199			
Mercer, Monmouth and Ocean	Moderate	$61,175	$65,545	$69,915	$78,654	$87,393	$90,889	$94,385	$101,376	$108,368	$115,359	1.9%	5.96%	$205,486
	Low	$38,235	$40,966	$43,697	$49,159	$54,621	$56,806	$58,990	$63,360	$67,730	$72,099			
	Very Low	$22,941	$24,579	$26,218	$29,495	$32,772	$34,083	$35,394	$38,016	$40,638	$43,260			
Region 5	Median	$67,620	$72,450	$77,280	$86,940	$96,600	$100,464	$104,328	$112,056	$119,784	$127,512			
Burlington, Camden and Gloucester	Moderate	$54,096	$57,960	$61,824	$69,552	$77,280	$80,371	$83,462	$89,645	$95,827	$102,010	1.9%	7.21%	$179,028
	Low	$33,810	$36,225	$38,640	$43,470	$48,300	$50,232	$52,164	$56,028	$59,892	$63,756			
	Very Low	$20,286	$21,735	$23,184	$26,082	$28,980	$30,139	$31,298	$33,617	$35,935	$38,254			
Region 6	Median	$57,458	$61,562	$65,666	$73,874	$82,083	$85,366	$88,649	$95,216	$101,782	$108,349			
Atlantic, Cape May, Cumberland, and Salem	Moderate	$45,966	$49,250	$52,533	$59,100	$65,666	$68,293	$70,919	$76,173	$81,426	$86,679	1.9%	6.97%	$153,730
	Low	$28,729	$30,781	$32,833	$36,937	$41,041	$42,683	$44,325	$47,608	$50,891	$54,175			
	Very Low	$17,237	$18,469	$19,700	$22,162	$24,625	$25,610	$26,595	$28,565	$30,535	$32,505			

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 previously calculated under N.J.A.C. 5:97-9.3 (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, 2016, 2017, 2018 or 2019 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2020 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). 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 previously calculated under N.J.A.C. 5:97-9.3). 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.

Exhibit B

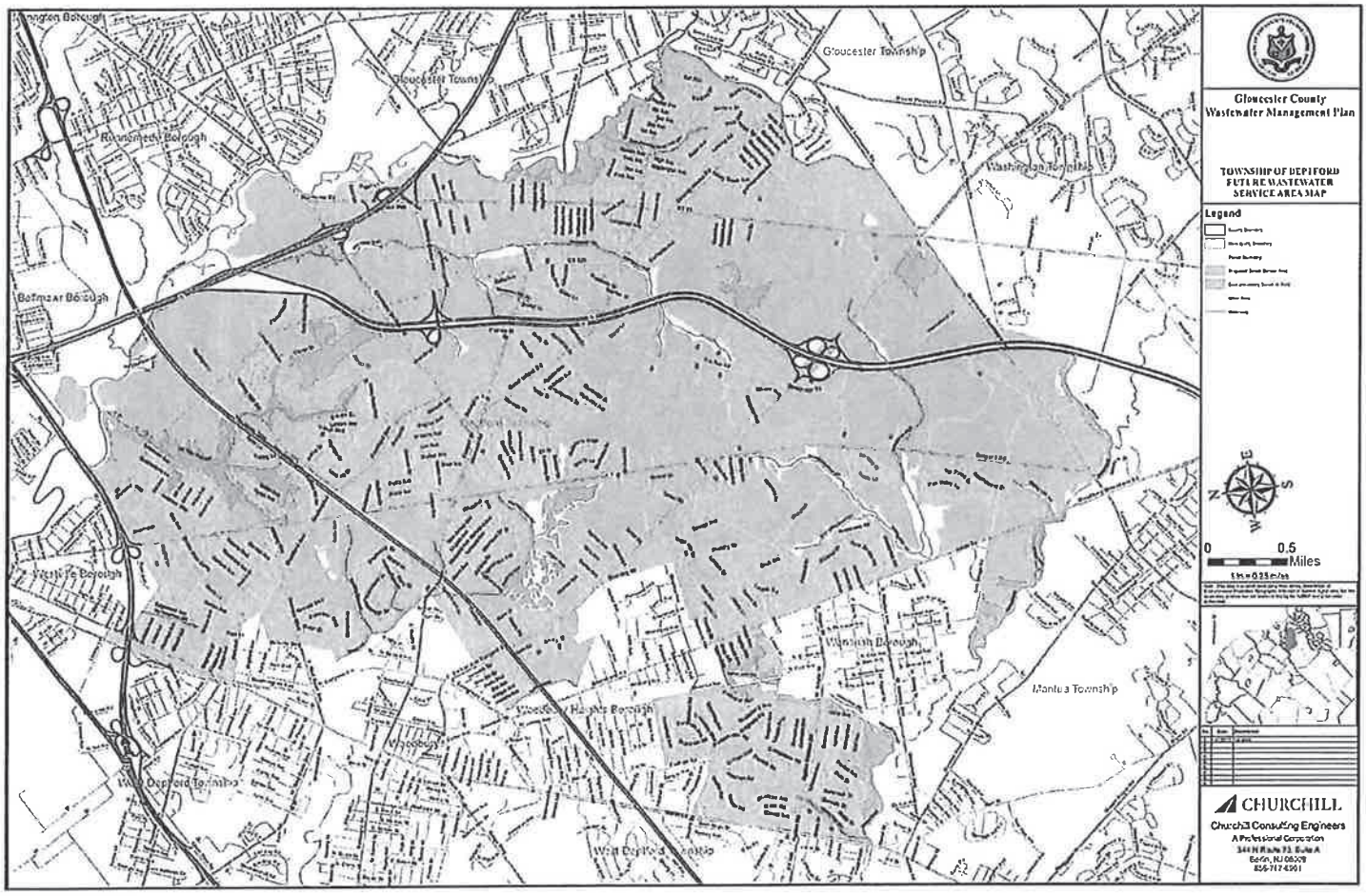
Gloucester County
Wastewater Management Plan
TOWNSHIP OF DEPTFORD
FUTURE WASTEWATER
SERVICE AREA MAP
Legend
Gloucester Township
Monroe Township
Deptford Township
Washington Township
Runnemede Borough
Bellmawr Borough
Woodbury Heights Borough
Westville Borough
0
0.5
Miles
CHURCHILL
Churchill Consulting Engineers

EXHIBIT B

Master's Report: Fairness/Compliance Hearing

Township of Deptford
Gloucester County, New Jersey

In the Matter of Township of Deptford, County of Gloucester
Docket No. GLO-L-0929-15

December 31, 2020

Prepared for:

The Honorable Robert P. Becker, Jr., P.J. Ch.
Superior Court of New Jersey
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1 — Introduction

This report has been prepared in my capacity as Special Master, in the matter of the Township of Deptford, County of Gloucester, Docket No. GLO-L-0929-15.

The Township of Deptford (the Township) filed a declaratory judgment action on July 6, 2015. The Township, the declaratory judgement plaintiff, and the Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in these matters, reached a Settlement Agreement through the declaratory judgement process on May 3, 2019. On August 15, 2019, the parties agreed to an addendum to the May 3, 2019 Settlement Agreement. The parties, in October 2020, reached a Settlement Agreement superseding all prior settlement agreements. The specific terms of the settlement are set forth in a Settlement Agreement dated October 13, 2020.

This report has been prepared for the Court's purposes as part of a Fairness/Compliance Hearing scheduled for January 6, 2021. The purpose of the hearing is for the Court to determine whether the terms of the Settlement Agreement are fair and reasonable to the interests of low- and moderate-income households, and whether the compliance mechanisms therein create a realistic opportunity to satisfy the Township's affordable housing obligations pursuant to the Mount Laurel decisions, the Fair Housing Act (FHA; N.J.S.A. 52:27D-301, et seq.), the applicable procedural and substantive regulations of the Council on Affordable Housing (COAH), and the New Jersey Supreme Court's March 10, 2015 decision in the matter of In re N.J.A.C. 5:96 and N.J.A.C. 5:97, 221 N.J. 1 (2015) for the period from 1987 through 2025. The Township seeks from the Court either a Judgment of Compliance and Repose, or "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA" and addressed in the New Jersey Supreme Court's decision in In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) by

approving the compliance mechanisms and other terms set forth in the Settlement Agreement, subject to any conditions imposed, through July 1, 2025.

2 — Notice

Counsel for the Township has submitted to this office an affidavit of publication of the notice of the Fairness/Compliance Hearing published on December 4, 2020. The notice properly summarized the purpose of the hearing and advised interested parties and members of the public of the availability of the full text of the Settlement Agreement, and compliance plan summary included therein. The notice further invited comments on or before January 4, 2021 and provided procedures for participation in the Fairness/Compliance Hearing. No written comments were received by this office as of the date of this report.

3 — Review Context

The New Jersey Supreme Court, in its Mount Laurel IV decision (In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 [2015]), cited COAH's inability to adopt constitutional rules for the "third round" (i.e., 1999 to 2025) to guide municipal affordable housing compliance. Given the lack of regulatory guidance from COAH or the Legislature, the Supreme Court's decision directs the Trial Courts to assume the role of determining the constitutionality of municipal affordable housing plans and, therefore, whether or not the Settlement Agreement that is the subject of this Fairness/Compliance Hearing is fair and reasonable to the interests of low- and moderate-income households. The Court invalidated two attempts by COAH to adopt third round rules, but left relatively intact COAH's second round rules (i.e., N.J.A.C. 5:93). Trial Courts have continued to rely upon these second round rules in fairness and compliance hearings since the second round ended in 1999. I will rely on COAH's second round rules in evaluating the compliance-related issues related to the Settlement Agreement before the Court.

4 — Deptford Township Compliance History

The Township of Deptford has a long track record in its efforts to satisfy its affordable housing obligation. On May 20, 1987 Deptford received first round (i.e., 1987 to 1993) substantive certification from COAH, one of the first seven municipalities to be so certified. The Deptford Township Planning Board adopted a second round (i.e., 1993 to 1999) master plan housing element and fair share plan (HE&FSP) in 1996 and petitioned COAH for substantive certification, which was granted in September 1997.

The Planning Board adopted third round housing elements and fair share plans, or amendments thereto, in 2005, 2006, 2008, 2011 and 2013, none of which were acted upon by COAH. Following the New Jersey Supreme Court's March 10, 2015 decision, the Township filed a declaratory judgment action and request for temporary immunity on July 6, 2015. The Court subsequently issued an Order granting temporary immunity. Temporary immunity has been extended to the present by a series of subsequent Orders.

5 — Fair Share Obligation

The parties to the Settlement Agreement have agreed to the following as representing the Township's fair share obligation for the period from 1987 through 2025:

- **Present Need (Rehabilitation Obligation):** 94 units
- **Prior Round (1987–1999) Obligation:** 296 units
- **Third Round (1999–2025) Obligation:** 975 units

The parties have agreed to utilize the 94-unit present need obligation contained in a report entitled *New Jersey Low- and Moderate-Income Housing Obligations For 1999-2025 Calculated Using The NJ COAH Prior Round (1987-1999)* Methodology, prepared by David N. Kinsey, dated May 2016. The parties have agreed to utilize the 194-unit

prior round obligation per N.J.A.C 5:93. The parties have further agreed to a negotiated 975-unit third round (i.e., 1999–2025) obligation.

6 — Other Provisions of the Settlement Agreement

In addition to many standard requirements under COAH rules, and provisions specific to individual projects in the compliance plan, the Settlement Agreement provides a number of noteworthy provisions, including the following:

1. The parties have agreed that in the event the Court, an administrative agency (e.g., COAH), or action by the Legislature were to reduce the Township's third round (i.e., 1999 to 2025) obligation pursuant to the Settlement Agreement by more than 20 percent (i.e., to 780 units/credits or less), the Township may seek to amend any judgment in this matter to reduce its fair share obligation accordingly. Any reduction in the Township's obligation would not relieve the Township from the obligation to support and implement all compliance mechanisms, projects and zoning provisions cited in the compliance plan in the Settlement Agreement that cover present need, the prior round, and third round; but, rather, would allow the Township to carry forward any excess credits to a future round beyond 2025 in conformance with the then-applicable law.
2. Within 120 days of the Court's approval of the Settlement Agreement, the Township is required to: adopt a HE&FSP that incorporates the provisions of the Settlement Agreement; adopt an amended Spending Plan; and, introduce zoning amendments to implement the Settlement Agreement.
3. The Settlement Agreement contains a number of standard provisions and requirements per COAH rules, the Uniform Housing Controls (N.J.A.C. 5:80-26.1 et al.) and the Fair Housing Act, including the establishment of a reporting/monitoring schedule. FSHC is designated as a direct recipient of such reporting.

7 — Fairness Analysis

It is well recognized that the settlement of Mount Laurel litigation is favored because it avoids the delays and expense of trial and expedites the production of housing for low- and moderate-income households.

The judicial standards for approval of Mount Laurel settlement agreements are set forth in Morris County Fair Housing Council v. Boonton Twp. 197 N.J. Super. 359, 369-71 (Law Div. 1984) and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996; East/West). The overarching principle of East/West is whether or not "the settlement adequately protects the interests of the lower-income persons on whose behalf the affordable units proposed by the settlement are to be built." East/West further provides a five-pronged analysis in evaluating the fairness of a settlement agreement, as follows:

1. **Consideration of the Number of Affordable Units Being Constructed:** The Township's prior round obligation set forth in the Settlement Agreement is consistent with COAH rules (N.J.A.C. 5:93) and has already been subject to judicial review and approval. The Settlement Agreement provides for a third round (i.e., 1999 to 2025) obligation of 975 units, representing a negotiated figure. A comparison of the third round obligation, as agreed upon as part of the Settlement Agreement, to other calculations prepared by experts is appropriate in evaluating the "fairness" of the 975-unit third round obligation.

   In a report entitled *Gap Period Calculation*, dated March 24, 2016 and prepared by Econsult Solutions, Inc., Deptford Township's prospective need (i.e., 2015 to 2025) and gap allocation (i.e., 1999 to 2015), the sum of which represents the Township's third round (i.e., 1999 to 2025) obligation, amounted to 891 units.

In a report entitled *Statewide and Municipal Obligations Under Jacobson Decision*, dated March 28, 2018 and prepared by Econsult, Inc., the Township's prospective need (i.e., 2015 to 2025) and gap need (i.e. 1999 to 2015), the sum of which represents the Township's third round (i.e., 1999 to 2025) obligation, amounted to 846 units.

Notwithstanding the fact that the third round obligation that has been negotiated between the parties represents a reduction in the Township's obligation as suggested in some earlier expert reports, the 975-unit obligation is significantly higher than in the reports cited above and, therefore, in the context of a negotiated settlement with an affordable housing advocate, is reasonable and fair and will result in a substantial contribution to the low- and moderate-income housing in the region.

2. **The Methodology by which the Number of Affordable Units Provided is Derived:** The source of the Township's rehabilitation obligation is the May 2016 Report prepared by David Kinsey (cited above), which was calculated "using the NJ COAH prior round methodology." The prior round obligation set forth in the Settlement Agreement is taken from COAH rules in N.J.A.C. 5:93 and derived utilizing Court-approved methodology.

   The **negotiated** third round obligation of 975 units is in excess of the 846-unit obligation determined by Econsult Solutions, Inc. in their March 28, 2018 report that is represented as utilizing the methodology approved by Judge Jacobson in Mercer County.

3. **Other Contributions by the Plaintiff:** Per the Settlement Agreement, the Township (i.e., the plaintiff) agreed to numerous provisions that contribute to and protect the interests of low- and moderate-income households, including:
   a. At least 25 percent of the third round obligation shall be met through rental units, including at least half to be available as family rental units;

b. At least half of the third round obligation shall be available to families;

c. The Township agreed to comply with a 25 percent age-restricted cap, and not seek a waiver to meet its prior round, third round or cumulative fair share obligations;

d. The Township agreed to include the required bedroom distribution, be governed by the controls on affordability, and affirmatively market in accordance with the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et al., or any successor regulation, excepting that in-lieu of ten percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of the affordable units in such projects shall be required to be at 30 percent of median income; and,

e. The Township agreed to establish and update income limits for affordable units set forth in detail in the Settlement Agreement;

4. **Other Components of the Settlement that Contribute to the Satisfaction of the Constitutional Obligation:** The Township's compliance plan for its third round obligation includes 567 rental units, which is far in excess of the minimum of 25 percent (i.e., 244 units) that is required pursuant to COAH rule and the Settlement Agreement. Rental units tend to be more accessible to very low-, low- and moderate-income households than for-sale affordable units.

5. **Other Factors that May Be Relevant to the Fairness of the Settlement:** The Court, in its decision in Morris County Fair Housing Council v. Boonton Township 197 N.J. Super., determined that "... it may be assumed that generally a public interest organization will only approve a settlement which it conceives to be in the best interest of the people it represents." FSHC, as an affordable housing advocate and party to the Settlement Agreement, has likewise concluded that the Settlement Agreement is fair and reasonable to the interests of low- and moderate-income households.

8 — Compliance Analysis

The Settlement Agreement provides a compliance framework for the satisfaction of the Township's fair share obligation as set forth in Section 4 of this report (above). The Deptford Township Planning Board adopted a master plan housing element and fair share plan (HE&FSP), inclusive of a Spending plan, on August 5, 2020. The Governing Body endorsed the August 5, 2020 HE&FSP and adopted the Spending Plan therein by resolution dated September 14, 2020. The adopted HE&FSP reflects the compliance plan set forth in the October 13, 2020 Settlement agreement. The following subsections summarize the components of the Township's fair share obligation, as provided in the Settlement Agreement and compliance mechanisms to satisfy same.

8.1 — Present Need (Rehab Obligation)

The Township proposes to satisfy its 94-unit present need as follows:

- A total of 47 rental units were rehabilitated at the Deptford Park Apartments in 2015, following a watermain break that rendered the 47 units uninhabitable;
- A total of 32 owner-occupied units have been rehabilitated under the Gloucester County Home Improvement Program between 2010 and 2018; and,
- The Township will continue to participate in the Gloucester County Home Improvement Program. The program has historically rehabilitated approximately four units per year, which the Township projects would yield an additional 26 units through 2025.

Sufficient documentation is contained in the HE&FSP in support of the Township's claim for the 79 completed units, and information concerning the Gloucester County Home Improvement Program is sufficient to claim satisfaction of the remaining 15-unit rehabilitation obligation.

8.2 — Prior Round Obligation

Table 1, summarizes the Township's claim to 296 credits in satisfaction of its prior round obligation, as contained in the Settlement Agreement and Table 26 of the HE&FSP.

Table 1: Prior Round Compliance Plan

Mechanism	Family	Rental	Senior	Units	Bonus Credits	Total Credits
100-Percent Affordable (Built)						
New Sharon Woods	50	50	—	50	—	50
Deptford Park (74 of 99)	—	74	74	74	—	74
Housing Authority of Gloucester Co. (2 of 19)	2	2	—	2	—	2
Village at New Sharon	22	—	—	22	—	22
Conifer Village at Deptford (74 of 90)	74	74	—	74	74	148
Totals	**148**	**200**	**74**	**222**	**74**	**296**

As demonstrated above, the Township's prior round plan provides for a total of 222 existing affordable units and 74 rental bonus credits to satisfy the 296-unit prior obligation. Sufficient documentation in support of the Township's claim for crediting of all existing affordable units listed in the prior round plan is contained in Appendix E of the August 5, 2020 HE&FSP. The Township's August 5, 2020 HE&FSP correctly calculates and demonstrates compliance, per COAH rule, with the following:

- **Minimum Rental Obligation:** 74 units required; 200 units provided;
- **Maximum Rental Bonus Credits:** 74 (one-for-one credits) permitted; 74 (one-for-one credits) claimed; and,
- **Maximum Age-Restricted Units:** 74 units permitted; 74 units claimed.

8.3 — Third Round Obligation

The Settlement Agreement establishes the Township's third round obligation to be 975 units. Table 2 summarizes the Township's third round compliance plan, as set forth in the Settlement Agreement and in Table 29 of the HE&FSP.

Table 2: Third Round Compliance Plan

Mechanism	Family	Rental	Senior	Units	Bonus Credits	Total Credits
100-Percent Affordable (Built)						
Deptford Park (25 of 99)	—	25	25	25	—	25
Nancy J. Elkis Senior Housing (Formerly Deptford Park II)	—	80	80	80	—	80
Housing Authority of Gloucester Co. (17 of 19)	17	17	—	17	—	17
Conifer Village (LIHTC; 16 of 90)	16	16	—	16	16	32
Tanyard Oaks (LIHTC)	65	65	—	65	65	130
Habitat for Humanity	2	—	—	2	—	2
100-Percent Affordable (Proposed)						
Rowan College (Special Needs)	24	24	—	24	24	48
Donason Tract	—	81	81	81	—	81
Inclusionary Sites (Built)						
Deptford Landing	4	—	—	4	—	4
Willow Ridge	4	—	—	4	—	4
Reserve at Willow Ridge	2	—	—	2	—	2
JAS Homes (Tarpy Lane)	4	—	—	4	—	4
Inclusionary Site (Approved)						
Rizzuto	—	—	14	14	—	14
Inclusionary Sites (To Be Rezoned/Redeveloped)						
Deptford 15, LLC	27	27	—	27	—	27
Miller	22	—	—	22	—	22
Haddonwood Remainder	25	25	—	25	—	25
NJTD Investment Group	41	—	—	41	—	41
Local 360 United F&C	9	—	—	9	—	9
Lakes of Bankbridge	101	57	—	101	57	158
P&I Associates	18	—	—	18	—	18
Five Points South (Benderson)	115	115	—	115	82	197
Alternative Living Arrangements						
Devereux Group Homes (3 Sites)	—	13	—	13	—	13
Community Options	—	4	—	4	—	4
ARC Gloucester (Existing)	—	3	—	3	—	3
ARC Gloucester (Under Construction)	—	5	—	5	—	5
Twin Cedars Assisted Living	—	10	10	10	—	10
Totals	**496**	**567**	**210**	**731**	**244**	**975**

Compliance mechanisms to satisfy the Township's 975-unit third round obligation include: 205 affordable units built and occupied in 100-percent affordable developments; 105 affordable units in two proposed 100-percent affordable housing developments; 28 affordable units in three built and occupied inclusionary

development sites and one approved, but unbuilt, inclusionary development; 358 affordable units in eight proposed inclusionary developments; 35 credits for existing alternative living arrangement units; and, 244 rental bonus credits.

8.3.1 — 100-Percent Affordable Developments (Built)

Appendix E of the August 5, 2020 HE&FSP contains sufficient documentation in support of the crediting claimed by the Township for prior and third round units in: the Deptford Park development; the Nancy J. Elkis Senior Housing development; the Housing Authority of Gloucester County scattered site units; the Conifer Village development; the Tanyard Oaks development; and the Habitat for Humanity units.

8.3.2 — Municipally Sponsored 100-Percent Affordable Developments (Proposed)

The Township's third round compliance plan includes two proposed 100-percent affordable projects, as detailed below:

1. **Rowan College Special Needs:** The Township's third round plan includes 24 units and 24 rental bonus credits for the proposed construction of 24 special needs units on the southern portion of the Rowan College of South Jersey Campus. A four-way Memorandum of Understanding (MOU) with Gloucester County, the Housing Authority of Gloucester County (HAGC), Rowan College and the Township, which commits HAGC to build the 24 special needs units on the college-owned land, has been executed. The MOU, dated September 16, 2020, provides that, in the event that outside funding cannot be obtained for the project, any funding shortfall shall be provided by Gloucester County or the Gloucester County Improvement Authority. The Planning Board, in the August 5, 2020 HE&FSP, has determined the site to be available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 and will meet the requirements governing municipally sponsored construction in N.J.A.C. 5:93-5.5. The MOU contains a project schedule, which has been incorporated into the October 13, 2020 Settlement Agreement with FSHC. The MOU and Settlement

Agreement provide that both a four-party agreement for the development of the site as proposed and pro-forma for the project shall be completed prior to the Fairness/Compliance Hearing on the Township's HE&FSP. The remainder of the schedule is keyed to the execution of the four-way agreement. This office has not received the four-party agreement or a project pro-forma. Until such time as these documents are forthcoming, the Township cannot claim crediting for the 48 units/credits claimed for this project. **(Condition 1)**.

2. **Donason Tract:** The Township purchased this property in 2014 using funds from its affordable housing trust fund. In December 2014, the Township Council directed the Planning Board to investigate the property to determine if it qualified as an area in need of redevelopment. After completion of its investigation and a public hearing the Planning Board recommended to the Township Council that the Donason Tract be deemed an area in need of redevelopment. The Township Council adopted the findings of the Planning Board and so designated the property by resolution. The Township's third round plan provides for construction of an eighty-one (81) unit age-restricted rental project on the site. The Planning Board in the August 5, 2020 HE&FSP has determined the site to be available, approvable, developable, suitable per N.J.A.C. 5:93-1.3 and will meet the requirements related to municipally sponsored construction in N.J.A.C. 5:93-5.5. Notwithstanding the Planning Board's findings, the site is currently not included in an approved sewer service area. Application to NJDEP for inclusion in the sewer service area has been made. The Settlement Agreement provides that, in the event there is a denial of the application for inclusion of the property in the sewer service area or at the end of two years following the entry of an Order granting final judgement in this matter, with no determination by NJDEP, the matter will be re-opened to determine

whether the site remains a realistic opportunity site or alternative site or sites need to be included to offset the shortfall. This provision of the Settlement Agreement should be made a condition of any forthcoming Order granting Repose and Compliance. **(Condition 2)**.

The HE&FSP includes a project schedule matching the schedule for the project contained in the Settlement Agreement. The project schedule in the Settlement Agreement is keyed to the date of any forthcoming Order of approving the "fairness" of the Settlement Agreement. Adherence to the Donason Tract project schedule contained in the Settlement Agreement should be made a condition of any forthcoming Order of granting compliance and repose. **(Condition 3)**.

In addition, as a condition of any forthcoming grant of compliance and repose, and in the event that sufficient low-income housing tax credit funding is not obtained for the project in two application cycles, the Township shall fund any shortfall. **(Condition 4)**.

Subject to the conditions set forth above, the Township is entitled claim 81 units for the Donason Tract at this time toward its third round obligation.

8.3.3 — Inclusionary Sites (Built)

The Township claims a total of 14 units toward its third round obligation for units in the following completed inclusionary developments: Deptford Landing (4 units); Willow Ridge (4 units); Reserve at Willow Ridge (2 units); and JAS Homes/Tarpy Lane (4 units). Sufficient documentation of the eligibility for crediting of these units is provided in Appendix E of the HE&FSP and, therefore, the Township is entitled to 14 credits.

8.3.4 — Inclusionary Sites (Approved)

The Rizzuto Property has received preliminary subdivision approval for the construction of 67 age-restricted units, of which 14 semi-detached, single-family

units are to be set-aside as affordable units. The Township claims crediting for 14 age-restricted units in the 67-unit Rizzuto property inclusionary development.

The site is currently not included in an approved sewer service area. Application for inclusion in the sewer service area has been made to NJDEP. The Settlement Agreement provides that in the event there is a denial of the application for inclusion of the property in the sewer service area or at the end of two years following the entry of an Order granting final judgement in this matter with no determination by NJDEP, then the matter will be re-opened to determine whether the site remains a realistic opportunity site, or alternative site or sites need to be included to offset the shortfall. This provision of the Settlement Agreement should be made a condition of any forthcoming Order granting compliance and repose. **(Condition 5)**. The project represents a reasonable opportunity for the production of affordable housing and the Township is, therefore, entitled to claim 14 credits at this time toward its third round obligation.

8.3.5 — Inclusionary Sites (To be Rezoned/Redeveloped)

The Township's third round compliance plan includes eight proposed inclusionary developments to be rezoned or redeveloped yielding 358 units and 139 rental bonus credits. The individual inclusionary projects include the following:

1. **Deptford 15, LLC:** The Settlement Agreement and the Township's third round plan include the Deptford 15, LLC site as an inclusionary development site to be rezoned to permit multi-family dwellings at a gross density of 12 units per acre yielding 180 total multi-family units with a required minimum 15 percent affordable unit set-aside (i.e., 27 units). The HE&FSP indicates the site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3. The Township, on October 19, 2020, adopted Ordinance O.16.20, which rezoned the property to permit development as proposed. The project provides a realistic opportunity to produce affordable housing as proposed,

thereby entitling the Township to claim 27 units at this time toward its third round obligation.

2. **Miller:** The Township's HE&FSP includes the Miller site as an inclusionary development site to be rezoned to permit townhouse development at a gross density of 6.0 dwelling units per acre with 108 total units at a required 20-percent affordable housing set-aside, thereby yielding 22 affordable units. The HE&FSP indicates the site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3. The HE&FSP indicates the closest sanitary sewer is approximately 400 feet from the site. As a condition of any forth coming grant of compliance and repose the Township should provide additional documentation as to the feasibility of providing sanitary sewer service to the site. **(Condition 6).** The Miller site was rezoned on October 19, 2020 pursuant to Ordinance O.16.20. The permitted density and potential yield (i.e., 8.2 dwelling units per acre/148 units) and affordable housing set-aside (minimum of 15 percent for rental units) per Ordinance O.16.20 is not consistent with the HE&FSP; however, the potential number of affordable units to be generated by the site (i.e., 22) is consistent. At the time of the next amendment of the HE&FSP, the Township should eliminate the inconsistencies. **(Condition 7)**. Subject to satisfaction the conditions cited in this section, the Miller site could be deemed to provide a realistic opportunity for the development of affordable housing pursuant to Ordinance O.16.20 entitling the Township to claim 22 units toward its third round obligation.
3. **Haddonwood Remainder:** The Settlement Agreement and the HE&FSP include the Haddonwood Remainder site as an inclusionary development site to be rezoned to permit multi-family development with a total of 166 units with a required minimum affordable housing set-aside of 15 percent (i.e., 25 units). The HE&FSP indicates the site is available, approvable, developable

and suitable per N.J.A.C. 5:93-1.3. Ordinance O.16.20 rezoned the property to permit development as proposed. The project represents a realistic opportunity to produce affordable housing as proposed, thereby entitling the Township to claim 25 units at this time toward its third round obligation.

4. **NJTD Investment Group:** The HE&FSP includes the two NJTD Investment Group sites as an inclusionary development sites to be rezoned to permit multi-family dwellings at a gross density of six dwelling units per acre yielding 203 total units with a 20-percent affordable housing set-aside (i.e., 41 units). The HE&FSP indicates the site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3. Ordinance O.16.20 rezoned the property to permit townhouse development at a density of 8.5 dwelling units per acre potentially yielding 274 units and 41 affordable units with a minimum 15-percent set-aside for rental units. At the time of the next amendment of the HE&FSP, the Township should eliminate the inconsistencies between the HE&FSP and the zoning of the property. **(Condition 8).** The project represents a realistic opportunity to produce affordable housing as permitted pursuant to Ordinance O.16.20, thereby entitling the Township to claim 41 units toward its third round obligation.
5. **Local 360 United F&C:** The Settlement Agreement and the HE&FSP include the Local 360 United F&C site as an inclusionary development site to be rezoned to permit townhouse development at a gross density of six dwelling units per acre, thereby yielding 60 total units with a required minimum of 15 percent affordable housing set-aside (i.e., nine units). The HE&FSP indicates the site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3. Ordinance O.16.20 rezoned the property permitting the development of the site as proposed. The project represents a realistic opportunity for the development of affordable housing as proposed, thereby entitling the Township to claim nine units toward its third round obligation.

6. **Lakes of Bankbridge and P&I Associates:** Glouco Approvals Group (Glouco), an Intervenor in this matter, is the owner of the Lakes of Bankbridge property. The Settlement Agreement and HE&FSP provide for the rezoning of the property to permit the development of 504 dwelling units, at a gross density of six dwelling units per acre, with a required affordable housing set-aside of 20 percent (i.e., 101 units), regardless of whether the affordable units are offered for sale or rent. The Township also seeks 57 rental bonus credits for 57 of the 101 family rental units to be constructed in the Lakes of Bankbridge property. P&I Associates, an affiliate of Glouco Approvals Group, is the owner of an additional inclusionary development site included in Settlement Agreement and HE&FSP. The HE&FSP provides for the rezoning of the property to permit 90 dwelling units at a gross density of nine dwelling units per acre, with a required 20-percent affordable unit set-aside (i.e., 18 units). The HE&FSP provides that the rezoning should permit the transfer of the 18 affordable units from the P&I site to the Lakes of Bankbridge site. The Lakes at Bankbridge site would include 119 total affordable units including: 57 multi-family rental units; 22 townhomes; and 40 stacked townhouses (n.b., 18 of which are transferred from the P&I site). The Township, on October 19, 2020, adopted Ordinance O.17.20, which rezoned the two properties permitting their development as proposed in the HE&FSP, including the transfer of the 18 affordable units from the P&I site to the Lakes at Bankbridge site. The HE&FSP concludes that both sites are available, approvable, developable and suitable per N.J.A.C. 5:93-1.3. Notwithstanding this finding the HE&FSP indicated sanitary sewer service is currently not available at the P&I site. The Township should submit additional documentation as to the feasibility of sewer service to the P&I site. **(Condition 9)**.

The Township seeks 57 rental bonus credits for the Lakes at Bankbridge project. The Township and Glouco have signed a MOU that provides in part that sufficient family rental units are to be developed on the Lakes at Bankbridge site to enable the Township to claim 57 rental bonus credits. The signed MOU does not at this time include the transfer of the P&I affordable units to the Lakes at Bankbridge site. Counsel for the Township and Glouco advise that the parties contemplate a settlement agreement. Such agreement should commit the developer of the Lakes at Bankbridge site to develop sufficient family rental units to allow the Township to claim at least 57 rental bonus credits, and provide a mechanism for P&I Associates, Glouco, and the Township to commit to the transfer of the 18 affordable units from the P&I site to the Lakes at Bankbridge site. Until such time as the issue of sanitary sewer availability issue at the P&I site (see **Condition 6**) is satisfactorily resolved, and an agreement committing to the transfer of the 18 affordable units from the P&I site to the Lakes at Bankbridge site and binding the parties to the other provisions of the prior MOU is provided, the Township is not entitled to claim the 18 credits for the P&I toward its third round obligation. **(Condition 10)**.

7. **Five Points South:** The Settlement Agreement and the HE&FSP include the Five Points South project as an inclusionary development site providing for up to 575 units with a 20-percent affordable housing set-aside (i.e., 115 units). The Township claims an additional 82 rental bonus credits for rental units anticipated to be developed on the site. The Township and Benderson Development Group have negotiated modifications to the June 2014 Redevelopment Plan for the site incorporating these changes into the *Five Points South Redevelopment Plan, First Amendment*, adopted by the Township Council pursuant to Ordinance O.8.20 on May 18, 2020. The amended Five Points Redevelopment Plan is consistent with the Settlement Agreement and

HE&FSP as to the number of total units, affordable units and the anticipated number of family rental units. The HE&FSP indicates the Five Points South site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3. The FSHC Settlement Agreement and HE&FSP provide for the parties (viz., Township and Benderson) to enter into a Settlement Agreement, at a minimum, binding Benderson to offer the affordable units in the Five Point South development to be rental units. Counsel for Benderson advises that the parties have, in principle, reached such an agreement, however, until such time as the Settlement Agreement is finalized and executed, the Township has not perfected its claim to 82 rental bonus credits toward it third round obligation. **(Condition 11)**.

8.3.6 — Alternative Living Arrangements

The Township's HE&FSP includes five alternative living arrangement sites contributing units/credits toward satisfying its third round obligation. These facilities include the following:

1. **Alternative Living Arrangement Units (Completed):** The Township claims crediting for five existing group homes amounting to 20 credits, including: ARC Gloucester (one facility; three credits); Devereux Foundation (three facilities; 13 credits); and, Community Options (one facility; four credits). Appendix E of the HE&FSP contains sufficient documentation in support of the Township's claim of 20 credits for these existing group homes.
2. **Twin Cedars Assisted Living (Proposed):** The Township's third round plan includes a claim for crediting for a proposed 100-unit assisted living facility. The property received a use variance approval in 2018 permitting the expansion of an existing 37-unit assisted living facility to 100 beds. The approval is conditioned on the set-aside of ten beds within the facility for Medicaid-eligible residents. Sufficient documentation has been provided in

support of the Township's claim at this time for ten credits toward its third round obligation. I recommend that, as a condition of any forthcoming grant of compliance and repose, that the Township be required to address a ten-unit shortfall in its plan if construction of the 100-bed facility has not commenced within two years of the Order. **(Condition 12)**.

3. **ARC Gloucester (Under Construction):** The HE&FSP claims five credits for a five-bedroom medical group home, which is currently under construction/rehabilitation and expected to be completed in 2020. A letter of intent from the owner, ARC Gloucester, is sufficient to support the Township's claim for crediting of this facility.

8.3.7 — Rental Unit Requirement (Third Round)

The HE&FSP correctly calculates the minimum rental unit requirement pursuant to COAH rules to be 244 units for the third round. The Township's compliance plan provides 567 units in the third round satisfying this requirement.

8.3.8 — Family/Family Rental Units

The Township correctly calculates its third round family unit requirement to be 366 units. The third round compliance plan contains 496 family units to satisfy this requirement. The HE&FSP correctly calculates the minimum family rental requirement for the third round to be 122 units and the compliance plan includes 322 family rental units. The Township's compliance plan meets the minimum family and family rental unit requirements.

8.3.9 — Low- and Moderate-Income Split, Very-Low Income Requirements

The HE&FSP correctly calculates the minimum low-income unit requirement to be 488 units. The third round compliance plan provides 574 low-income units, which exceeds this requirement.

The HE&FSP correctly calculates the minimum very low-income unit requirement to be 85 units. The Settlement Agreement provides that a minimum of 50 percent of

the very-low-income units (i.e., 43 units) be available to families. The third round compliance plan provides a total of 133 very low-income units, a minimum of 87 of which are to be very low-income family rental units. This requirement is met.

8.3.10 — Age-Restricted Unit Cap

The Township's HE&FSP correctly calculates the Township's third round age-restricted cap as 243 units, and the third round compliance plan includes 210 units. The Township's compliance plan meets the maximum age-restricted units cap.

8.3.11 — Rental Bonus Credits Cap

The HE&FSP correctly calculates the maximum number of third round rental units for which rental bonus credits may be claimed pursuant to COAH rules to be 244 units. The Township claims 244 rental bonus credits in its third round compliance plan. This is consistent with COAH rules.

9 — Other HE&FSP Requirements

9.1 — Spending Plan

Appendix P of the HE&FSP contains a document entitled *Spending Plan of the Housing Element and Fair Share Plan, Deptford Township, August 5, 2020*. The submitted Spending Plan is consistent with the HE&FSP and COAH rules as to form and content. Appendix C contains a copy of the resolution of the Township Council endorsing the HE&FSP and approving the Spending Plan.

9.2 — Affirmative Marketing Plan and Affordable Housing Ordinance Amendments

Appendix O of the adopted HE&FSP contains the Township's Affirmative Marketing Plan, which was adopted by the Township Council on September 14, 2020. The Affirmative Marketing Plan is acceptable as to form and content.

Appendix O of the HE&FSP includes a copy of Ordinance O.13.20, adopted by the Township Council on October 19, 2020 amending the Township's affordable housing ordinances consistent with the Settlement Agreement.

9.3 — Reporting and Monitoring Requirements

The Township is reminded of the monitoring and reporting requirements set forth in sections 21 and 22 of the Settlement Agreement, and it is recommended that compliance with these requirements be made a condition of any forthcoming grant of Repose and Compliance. **(Condition 13)**.

10 — Conclusions and Recommendations

The Township and FSHC seek the Court's approval of the Settlement Agreement, and 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 and 5:97, 221 N.J. 1 (2015).

Based upon the fairness analysis set forth in Section 7 of this report, I am of the opinion that the Settlement Agreement in this matter, to the maximum extent practicable, is fair and reasonably protects the interests of low- and moderate-income households and recommend that the Court approve same.

Similarly, I am of the opinion that the Township's affordable housing obligation and compliance plan mechanisms for the period from 1987 through 2025, as set forth in the Settlement Agreement and the Township's HE&FSP, **provided that conditions 1, 10 and 11 as set forth herein can be satisfied without substantive changes to the compliance plan**, are fair and reasonably protect the interests of low- and moderate-income households, and provide a realistic opportunity for the production of affordable housing as proposed. Therefore, I recommend that the Court preliminarily grant approval of the compliance mechanisms in the HE&FSP,

subject to the Court's approval by way of a final compliance determination within 60 days of the approval of the Order approving the Settlement Agreement. Should satisfaction of conditions 1, 10 and 11 either not be satisfactorily resolved within the 60-day period or necessitate substantive changes to the Township's compliance plan, the Court may wish to reopen this matter, including the holding of an additional fairness and/or compliance hearing.

EXHIBIT C

JDM Planning Associates, LLC

614 Harbor Road
Brick, NJ 08724

(732) 864-6369
jmaczuga@jdmplanning.com

February 27, 2021

Honorable Robert P. Becker, Jr., P.J. Ch.
Superior Court of New Jersey
Gloucester County Justice Complex
70 Hunter Street
Woodbury, NJ 08096

RE: Updated Master's Report
In the Matter of Township of Deptford, County of Gloucester
Docket No.: GLO-L-929-15

Dear Judge Becker:

As Your Honor is aware, the Fairness/Compliance Hearing in the above captioned matter was opened on January 7, 2021. A number of exhibits were identified and admitted into evidence at that time. As a result of the objection filed by MiPro Homes, LLC on January 4, 2021, the Fairness/Compliance Hearing was adjourned. Your Honor's January 21, 2021 Order continued the Fairness/Compliance Hearing to March 17, 2021 and further provided as follows:

1. The period for filing objections was closed as of January 7, 2021;
2. The Township had until January 26, 2021 to respond to the MiPro Homes, LLC objection;
3. The parties reserved the right to comment or object to the Glouco/Bankbridge MOU, the Benderson Settlement Agreement, and the Housing Authority/Rowan College MOU;
4. The Township had until February 19, 2021 to make any additional submissions; and,
5. The Special Master shall issue a revised Special Master Report by March 5, 2021.

Per the January 21, 2021 Order, the Township submitted a letter/report, which was dated January 26, 2021 and prepared by Brian Slaugh, PP, AICP, Township Planner, in response to the MiPro Homes, LLC objection.

Per the January 21, 2021 Order, by letter dated February 18, 2021 and prepared by Brian Slaugh, PP, AICP, the Township addressed the recommended conditions set forth in my

December 31, 2020 Master's Report. Per a February 19, 2021 letter to the Court from Albert Marmero, Esq., Counsel for Deptford Township, signed copies of the following documents were also submitted: First Amended Settlement Agreement — Benderson; Memorandum of Understanding for Settlement — EIL Investments, LP (Glouco/Bankbridge and P&I Associates); and, Memorandum of Understanding—Gloucester County and Rowan College of South Jersey.

My December 31, 2020 Master's Report, which was prepared prior to the MiPro Homes, LLC objection that was filed on January 4, 2021, concluded that the Settlement Agreement between the Fair Share Housing Center (FSHC) and the Township is fair and reasonably protects the interests of low- and moderate-income households in the region and, therefore, the Court should approve same. My report further concluded that the affordable housing obligation and compliance mechanisms set forth in the Settlement Agreement and the Township's August 5, 2020 Housing Element and Fair Share Plan (HE&FSP) are, likewise, fair and reasonably protect the interests of low- and moderate-income households and provide a realistic opportunity for the production of affordable housing as proposed, provided that the 13 conditions recommended in my December 21, 2020 Master's Report can be satisfactorily addressed.

The purpose of this updated report is twofold: 1) it is intended to provide comment for the Court's consideration related to the MiPro Homes, LLC (MiPro) objection and Township's response thereto; and, 2) it is intended to update the Court on the status of the Township's efforts in addressing the 13 recommended conditions set forth in my December 31, 2020 Master's Report that have occurred since it was originally prepared.

MiPro Homes, LLC Objection

MiPro's objections are set forth in a letter to Your Honor dated January 4, 2021 from Counsel for MiPro, Richard J. Hoff Jr., Esq. MiPro believes "...that the inclusionary rezoning of the MiPro property is in the interests of low- and moderate-[income] households and should be required in lieu of other proposals set forth in the Settlement Agreement." The "other proposals" cited in the objection include: the Donason Tract; the Deptford 15, LLC site; the Miller site; the Haddonfield Remainder site; the NJTD Investment Group site; and, the Local 360 United F&C site.

MiPro claims the Donason Tract is "...not presently realistic and will not likely be developed in the third round" based upon: the long history of the site as part of the Township's HE&FSP, which has neither resulted in construction nor is likely to occur in the near future; a claim that the environmental limitations of the site have not been fully established so as to conclude the site represents a realistic opportunity for the production of affordable housing as proposed; a

claim that the provisions of the Settlement Agreement tying the development schedule to the New Jersey Department of Environmental Protection's (NJDEP's) pending approval of an amended sewer service area to include the Donason Tract would potentially permit the development schedule for the project to be pushed beyond the end of the Third Round in 2025; and, a claim that, although the Township "suggests" that it stands ready to fund the 100-percent affordable Donason Tract Project, the Settlement Agreement anticipates the project to be funded through the award of credits, and thus, until such time as "the Court can determine whether such tax credits are likely and, if not, whether the Township's spending plan is adequate to address the costs associated with proposed, substantial eighty-one (81) unit project", the financial feasibility of the project can not be determined.

MiPro further claims that, prior to the approval of the Settlement Agreement, the Township should produce evidence that the owners of the Deptford 15, Miller, Haddonwood Remainder, NJTD Investment Group, and Local 360 United F&C sites, all of which were rezoned by the Township for inclusionary development pursuant to the Settlement Agreement and the HE&FSP, "...are agreeable to the inclusionary rezoning of their respective properties and what intentions they have relative to such inclusionary development prior to 2025."

Mr. Hoff concludes the MiPro objection by maintaining that the "...Settlement Agreement can not [sic] currently be approved until additional information is provided. Alternatively, should the Court determine to approve the Agreement, additional conditions, consistent with the above should be imposed to ensure the Township presents a realistic opportunity for the production of its entire Third Round Mount Laurel obligation during the Third Round."

The Township's response to the MiPro objections is set forth in a letter/report addressed to Albert Marmero, Esq., Counsel for Deptford Township, which was dated January 26, 2021 and prepared by Brian Slaugh, PP, AICP, Township Planner. After review of the MiPro objections and the Township's response, I offer the comments below.

While the fact that the Donason Tract is not currently in an approved sewer service area and the wastewater management plan amendment process to include the site was commenced in 2017 without resolution to date, is not to be minimized. However, there does not appear to be any indication that the delay in approval of the wastewater plan amendment is the result of any "foot dragging" by the Township or any of its entities, or that an amendment to include the Donason Tract may not ultimately be approved by NJDEP. The Township has taken significant steps toward development of the site as proposed, including: purchasing the property outright after due diligent review of the environmental limitations of the site; designation of the

property as an area in need of redevelopment; and, adoption of a resolution of intent to bond for the funding of the project, should tax credit funding not be available.

As to the five inclusionary zoning sites, MiPro claims the owners of the properties should have given their affirmative consent and a timetable for development prior to 2025. I am not aware of any such requirement or precedent in the Mount Laurel doctrine or COAH rules. The Township claims that sufficient compensatory benefit is provided to support the rezoning for inclusionary development. The Township Planner and Township Counsel advise that no objections were made by the owners of any of the five sites at the public hearing for the adoption of the HE&FSP or to the adoption of the ordinance rezoning the properties as inclusionary development sites.

Based upon the foregoing, I am of the opinion that none of the objections put forth by MiPro as to the Donason Tract rise to the level where approval of the Settlement Agreement should be withheld pending the development and submission of further information or obtaining the consent of owners of the five inclusionary zoned properties and a development schedule for their properties prior to the end of the Third Round as sought by MiPro.

Update of Recommendations and Recommended Conditions

My December 31, 2020 Master's Report contained a fairness analysis of the Settlement Agreement and concluded that the Settlement Agreement, to the maximum extent practicable, is fair and reasonably protects the interests of low- and moderate-income households and recommended the Court approve same. My analysis of the MiPro objection and the Township's response to same does not alter that conclusion or recommendation.

The December 31, 2020 Master's Report also opined that the Township's affordable housing obligation and compliance mechanisms for the period 1987 through 2025, as set forth in the Settlement Agreement and the Township's HE&FSP, subject to satisfaction of a number of conditions, are fair and reasonably protect the interests of low- and moderate-income households and provide a realistic opportunity for the production of affordable housing, as proposed. The Master's Report listed 13 conditions. Subsequent to the December 31, 2020 Master's Report and the initial Fairness/Compliance Hearing on January 7, 2021, the Township has submitted additional documents and information addressing these conditions. The following update of the status of the recommended conditions is provided:

Condition 1

Condition 1 required the submission of executed four-party redevelopment agreement and pro forma for the Rowan College Special Needs project. The Township has submitted a pro forma for the project and a fully executed Memorandum of Understanding between the four parties (viz.: County of Gloucester; Deptford Township; Housing Authority of Gloucester County; and, Rowan College of South Jersey). The Township's January 26, 2021 submission requests that the submission of the four-party redevelopment agreement be made a condition of any forthcoming Judgement of Repose and Compliance, to be satisfied within 120 days of such Order. I recommend that the Court accept the Township's request and that this be made **Condition 1** of any forthcoming grant of repose and compliance.

Condition 2

As it relates to the Donason Tract, the Settlement Agreement provides that in the event there is a denial of the application for the inclusion of the property in the sewer service area by NJDEP, or at the end of two years following the entry of an Order granting final judgement, with no determination by NJDEP, the matter will be reopened to determine whether the site remains a realistic opportunity site, or an alternative site or alternative sites need to be included to offset any shortfall. The Township indicates in its response to the MiPro objection that the amendment to the wastewater management plan was submitted to NJDEP on September 11, 2020. Noting the MiPro objection, I recommend that the 2-year tolling period for the NJDEP determination begin on September 11, 2020 (i.e., the date on which the wastewater management plan amendment application submitted), rather than the date of entry of an Order granting final judgement in this matter. **Condition 2.**

Condition 3

No change.

Condition 4

No change. However, it is noted that the Township has adopted a resolution of intent to bond in the event tax credit funding is not forthcoming.

Condition 5

Consistent with Condition 2, I recommend the 2-year tolling period for the NJDEP determination for the Rizutto site commence on September 11, 2020.

Condition 6
Satisfied.

Condition 7
No change.

Condition 8
No change.

Condition 9
Satisfied.

Condition 10
Satisfied, subject to execution of developer agreement with the Township.

Condition 11
Satisfied.

Condition 12
No change.

Condition 13
No change.

Please note that where dates, schedules or requirements set forth in the conditions as detailed herein and the December 31, 2020 Master's Report differ from the Settlement Agreement, the conditions approved by the Court shall supersede.

Summary
In summary of the findings and recommendations of this updated Master's Report, I am of the opinion that none of the objections raised in the objection filed by MiPro on January 4, 2021 rise to the level where approval of the Settlement Agreement should be withheld pending submission of further information as sought by MiPro. My analysis of the MiPro objection, and the Township's response thereto, does alter my conclusion and recommendation in my December 31, 2020 Master's Report that the Settlement, to the maximum extent practicable, is fair and reasonably protects the interests of low- and moderate-income households and should, consequently, be approved by the Court.

Similarly, I am of the opinion that the affordable housing obligation and compliance mechanisms for the period 1987 through 2025, as set forth in the Settlement Agreement and adopted HE&FSP, upon satisfaction and/or compliance with the conditions set forth in my December 31, 2020 Master's Report, and as updated and/or revised herein, are fair and reasonably protect the interests of low- and moderate-income households and, therefore, provide a realistic opportunity for the production of affordable housing as proposed. I further recommend that the Court approve the Settlement Agreement and grant the Township a conditional judgement of compliance and repose.

I am available to answer questions related to my report ahead of the March 17, 2021 continuation of the Fairness/Compliance Hearing in this matter.

Very truly yours,

John D. Maczuga, PP
Special Master

cc: Albert K. Marmero, Esq. (via email only)
Adam Gordon, Esq. (via email only)
Richard Hoff, Esq. (via email only)
Henry Kent Smith, Esq. (via email only)
Cheryl-Lynn Walters, Esq. (via email only)
Brian Slaugh, PP, AICP (via email only)

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April 21, 2021

Via eCourts:
Honorable Robert P. Becker, Jr., P.J. Ch.
Gloucester County Justice Complex
70 Hunter Street
Woodbury, NJ 08096

RE: IMO The Application of the Township of Deptford, County of Gloucester
Docket No.: GLO-L-929-15

Dear Judge Becker,

As Your Honor is aware this firm represents the Township of Deptford in the above captioned matter. Please accept this correspondence to submit the enclosed Order for Declaratory Judgment of Compliance and Repose for the Third Round and exhibits under the Five-Day Rule.

If Your Honor has any questions or concerns, please contact me at my office. Thank you.

Respectfully Submitted,
MARMERO LAW, LLC

/s/ Albert K. Marmero

Albert K. Marmero
Counsel for Deptford Township

Cc: All Parties via eCourts
John D. Maczuga, Special Master via email

B. Fourth Round Resolution, Declaratory Judgment Filing, Order Establishing Obligation, FSHC Mediation Agreement, Resolutions of Adoption and Endorsement

EXHIBIT 1

R.68.25

RESOLUTION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, COMMITTING TO ROUND 4 PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the Township has a demonstrated history of voluntary compliance as evidenced by its Round 3 record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 7, 2015, the Township of Deptford (hereinafter "Deptford" or the "Township") filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), to be amended as necessary, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, that culminated in a Court-approved Housing Element and Fair Share Plan and a Final Judgment of Compliance and Repose, which precludes builder's remedy lawsuits until July 1, 2025; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2 (hereinafter "A4" or "Amended FHA"); and

WHEREAS, A4 calculates the size of the regional affordable housing need as follows "projected household change for a 10-year round in a region shall be estimated by establishing the household change experienced in the region between the most recent federal decennial census, and the second-most recent federal decennial census. This household change, if positive, shall be divided by 2.5 to estimate the number of low- and moderate-income homes needed to address low- and moderate-income household change in the region, and to determine the regional prospective need for a 10-year round of low- and moderate-income housing obligations…"; and

WHEREAS, this means that the regional need equates to 40% of regional household growth; and

WHEREAS, the 1985 version of the Fair Housing Act and A4 both prohibit a result that would compel a municipality to spend its own money on compliance; and

WHEREAS, the theory which permits a municipality to meet its obligations without municipal subsidy is zoning for "inclusionary zoning"; and

WHEREAS, inclusionary zoning most typically requires a 15% or 20% set aside; and

WHEREAS, it is not clear how a regional need predicated upon 40% of anticipated growth can be met with 15-20% set asides and without municipal subsidy; and

WHEREAS, this is exacerbated by the fact that certain other municipalities in the region have an allocation of 0% of the prospective need (new construction obligation), irrespective of the growth in that particular municipality; and

WHEREAS, A4 yields a statewide new construction obligation of over 8,400 affordable units per year; and

WHEREAS, this is a substantially higher annual number than was imposed by COAH in the "Prior Round" or any iteration of its Round 3 regulations; and

WHEREAS, A4 determines the size of the regional need, but does not calculate allocation of the need to individual municipalities; and

WHEREAS, instead, A4 required the Department of Community Affairs ("DCA") to produce non-binding estimates of need on or before October 20, 2024, which it did provide on October 18, 2024 ("DCA Report"); and

WHEREAS, the DCA Report calculates the Township's Round 4 (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of 87 units and a Prospective Need or New Construction Obligation of 398 units; and

WHEREAS, A4 further provides that, irrespective of the DCA's calculation, municipalities are to determine "present and prospective fair share obligation(s)…by binding resolution no later than January 31, 2025"; and

WHEREAS, this resolution satisfies the requirements of A4 by accepting the DCA estimate of need as described in the DCA Report; and

WHEREAS, Section 3 of A4 provides that: "the municipality's determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7" of A4; and

WHEREAS, Township's calculation of need is entitled to a "presumption of validity" because it complies with Sections 6 and 7 of A4; and

WHEREAS, the Township specifically reserves the right to adjust those numbers based on one or any of the foregoing adjustments: 1) a existing conditions survey or similar survey which accounts for a lower estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sewer or lack of water); and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations; and

WHEREAS, in addition to the foregoing, the Township specifically reserves all rights to revoke or amend this resolution and commitment, as may be necessary, in the event of a successful challenge to A4 in the context of the Montvale case (MER-L-1778-24), any other such action challenging A4, or any legislation adopted and signed into law by the Governor of New Jersey that alters the deadlines and/or requirements of A4; and

WHEREAS, in addition to the foregoing, the Township reserves the right to take a position that its Round 4 Present or Prospective Need Obligations are lower than described herein in the event that a third party challenges the calculations provided for in this Resolution (a reservation of all litigation rights and positions, without prejudice); and

WHEREAS, in light of the above, the Mayor and Council finds that it is in the best interest of Township to declare its obligations in accordance with this binding resolution and in accordance with the Act and

WHEREAS, in addition to the above, the Acting Administrative Director issued Directive #14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, pursuant to Directive #14-24, a municipality seeking a certification of compliance with the Act shall file an action in the form of a declaratory judgment complaint ". . . within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner"; and

WHEREAS, nothing in this Resolution shall be interpreted as an acknowledgment of the legal validity of the AOC Directive and the Township reserves any and all rights and remedies in relation to the AOC Directive; and

WHEREAS, the Township seeks a certification of compliance with the Act and, therefore, directs its Affordable Housing Counsel to file a declaratory relief action within 48 hours of the adoption of this resolution; and

NOW, THEREFORE BE IT RESOLVED, on this 27th day of January, by the Council of the Township of Deptford, Gloucester County, State of New Jersey, as follows:

1. All of the Whereas Clauses are incorporated into the operative clauses of this resolution.

2. The Mayor and Council hereby commit to the DCA Round 4 Present Need Obligation of 87 units and the Round 4 Prospective Need Obligation of 398 units as described in this resolution subject to all reservations of rights, which specifically include:

a) The right to adjust the number based on a windshield survey, lack of land, sewer, water, regional planning inputs, or any combination thereof;

b) As described in the WHEREAS section, all rights to revoke or amend this resolution in the event of a successful legal challenge, or legislative change, to A4;

c) All rights to take any contrary position in the event of a third party challenge to the obligations.

3. The Township hereby directs its Affordable Housing Counsel to file a declaratory judgment complaint within 48 hours after adoption this resolution attaching this resolution.

4. The Township hereby directs its Affordable Housing Counsel to file this Resolution with the "Program" pursuant to the requirements on A4.

5. The Township hereby directs that this Resolution be published on the municipal website within 48 hours of its passage, pursuant to A4.

6. This resolution shall take effect immediately, according to law.

ATTEST:

Township of Deptford

Christine Helder, RMC, Deputy Township Clerk

Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Work Session Meeting of Township Council of the Township of Deptford held on the 27th day of January, 2025 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.68.25				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			

Christine Helder, RMC, Deputy Township Clerk

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
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(732) 612-3100
By: Michael J. Edwards: mje@surenian.com (Attorney ID: 032112012)
Attorneys for Declaratory Plaintiff, Township of Deptford

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

Declaratory Plaintiff, the Township of Deptford, County of Gloucester, State of New Jersey (hereinafter, "Deptford" or the "Township"), a municipal corporation of the State of New Jersey, with principal offices located at 1011 Cooper Street, Deptford, NJ 08096, by way of this Declaratory Judgment Action ("DJ Action") as authorized under Directive # 14-24 of the Administrative Office of the Courts, alleges and says:

Background

1. The Township of Deptford is a municipal corporation of the State of New Jersey.

2. The Planning Board of the Township of Deptford (hereinafter, "Planning Board") is a municipal agency created and organized under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq., ("MLUL"), and, among other duties and obligations, is responsible for adopting the Housing Element and Fair Share Plan ("HEFSP") of Deptford's Master Plan.

3. Through this DJ Action, Deptford seeks the following relief in relation to its Fourth Round (2025-2035) affordable housing obligation: (a) to secure the jurisdiction of the Affordable

Housing Alternative Dispute Resolution Program (the "Program") pursuant to P.L. 2024, c.2 (hereinafter, the "Act") and the Court, pursuant to Directive # 14-24; (b) to have the Program and the Court approve the Township of Deptford's Present and Prospective affordable housing obligations as set forth in the binding resolution adopted by the Township, attached hereto as **Exhibit 1**; (c) to have the Program and the Court approve a HEFSP to be adopted by the Planning Board and endorsed by the Council and issue a conditional or unconditional "Compliance Certification" pursuant to the Act or other similar declaration; (d) to the extent it is not automatically granted pursuant to the Act, through the filing of this DJ Action and binding resolution, to have the Program and the Court confirm Deptford's immunity from all exclusionary zoning litigation , including builder's remedy lawsuits, during the pendency of the process outlined in the Act and for the duration of Fourth Round, i.e., through June 30, 2035; and (e) to have the Program and the Court take such other actions and grant such other relief as may be appropriate to ensure that the Township receive and obtain all protections as afforded to it in complying with the requirements of the Act, including, without limitation, all immunities and presumptions of validity necessary to satisfy its affordable housing obligations voluntarily without having to endure the expense and burdens of unnecessary third party litigation.

COUNT I

ESTABLISHMENT OF JURISDICTION UNDER P.L.2024, C. 2

4. The Township of Deptford repeats and realleges each and every allegation as set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

5. The Act represents a major revision of the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 *et seq*.

6. Among other things, the Act abolished the Council on Affordable Housing (hereinafter, "COAH"), and replaced it with seven retired, on recall judges designated as the

Program. Among other things, the Act authorized the Director of the Administrative Office of the Courts, (hereinafter, respectively, "Director" and "AOC") to create a framework to process applications for a compliance certification.

7. On or about December 13, 2024, the Director issued Directive # 14-24, which among other things, required municipalities seeking compliance certification to file an action in the form of a declaratory judgment complaint and Civil Case Information Statement in the County in which the municipality is located within 48 hours after the municipality's adoption of a binding resolution as authorized under the Act and attach a copy of said binding resolution to the DJ Action.

8. Deptford adopted a binding resolution establishing its present and prospective affordable housing obligations within the statutory window of time set forth in the Act and in accordance with the methodology and formula set forth in the Act, a certified copy of which resolution is attached to this DJ Action as **Exhibit 1**.

9. Based on the foregoing, Deptford has established the jurisdiction of the Program and the Court in regard to this DJ Action for a compliance certification as set forth hereinafter.

WHEREFORE, the Township of Deptford seeks a declaratory judgment for the following relief:

a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of the Township under the Act;

c. Declaring the approval of the Township's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Township Council, including,

as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of Deptford for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT II

DETERMINATION OF THE PRESENT AND PROSPECTIVE NEED OF THE TOWNSHIP OF DEPTFORD

10. Deptford repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

11. The Act adopted the methodology to calculate every municipality's present and prospective need affordable housing obligation for the Fourth Round (2025-2035) and beyond. The Act directed the Department of Community Affairs ("DCA") to apply the methodology and to render a non-binding calculation of each municipality's present and prospective affordable housing obligations to be contained in a report to be issued not later than October 20, 2024.

12. The DCA issued its report on October 18, 2024.[1]

13. Pursuant to the October 18, 2024 report, the DCA calculated Deptford's present and prospective affordable housing obligations as follows:

PRESENT NEED (REHABILITATION OBLIGATION)	**FOURTH ROUND PROSPECTIVE NEED OBLIGATION (2025-2035)**
87	398

14. Pursuant to the Act, a municipality desiring to participate in the Program is obligated to adopt a "binding resolution" determining its present and prospective affordable housing obligations to which it will commit based upon the methodology set forth in the Act.

15. Deptford adopted a binding resolution, a copy of which resolution is attached hereto and made a part hereof as Exhibit 1 to this DJ Action.

16. The binding resolution maintains that the Present ("Rehabilitation") Need obligation of Deptford is 87 and its Prospective Need obligation is 398.

17. Deptford seeks the approval of and confirmation by the Program and the Court of the Present and Prospective affordable housing obligations as set forth in the binding resolution

[1] The report may be found here: https://www.nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf

attached hereto and made a part hereof as **Exhibit 1** or the adjustment of those obligations consistent with the Act and the applicable COAH regulations.

18. Pursuant to the binding resolution, the Township of Deptford reserves all rights to amend its affordable housing obligations in the event of a successful legal challenge, or legislative change, to the Act.

19. Pursuant to the binding resolution, Deptford specifically reserves the right to seek and obtain 1) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 2) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or 3) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 4) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 5) an adjustment based upon any ruling in litigation involving affordable housing obligations; and 6) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

WHEREFORE, the Township of Deptford seeks a declaratory judgment for the following relief:

a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of Deptford under the Act;

c. Declaring the approval of Deptford's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant,

developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to Deptford for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT III

HOUSING ELEMENT AND FAIR SHARE PLAN

20. The Township of Deptford repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

21. Pursuant to the Act, a Housing Element and Fair Share Plan (hereinafter, ("HEFSP") must be prepared adopted by the Planning Board and endorsed, by June 30, 2025.

22. Deptford hereby commits for its professionals to prepare the appropriate HEFSP to address its affordable housing obligations, as determined by the Program and the Court which HEFSP shall apply as appropriate, any applicable adjustments, including, without limitation, 1) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 2) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or 3) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 4) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 5) an adjustment based upon any ruling in litigation involving affordable housing obligations; and 6) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

WHEREFORE, the Township of Deptford seeks a declaratory judgment for the following relief:

a. Declaring that Deptford has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of Deptford under the Act;

c. Declaring the approval of Deptford's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as

applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that the Township of Deptford continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of Deptford for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT IV

CONFIRMATION OF IMMUNITY

23. The Township of Deptford repeats and realleges each and every allegation set forth in the previous paragraphs of this declaratory judgment complaint as if set forth herein in full.

24. Pursuant to the Act, a municipality that complies with the deadlines in the Act for both determining present and prospective affordable housing obligations affordable housing obligations and for adopting an appropriate HEFSP shall have immunity from exclusionary zoning litigation.

25. The Township of Deptford has met the deadline for the adoption and filing of its binding resolution (and the filing of this DJ Action in accordance with Directive # 14-24) not later

than January 31, 2025 by adopting the binding resolution attached to this DJ Action as Exhibit 1, and has committed to the adoption of its HEFSP by the June 30, 2025.

26. Without waiving any judicial immunity from exclusionary zoning litigation that Deptford possesses as a result of any applicable Judgment of Compliance and Repose entered in favor of the Township in Round 3, Deptford has qualified for continued immunity under the Act while pursuing its certification of compliance in the instant matter.

WHEREFORE, the Township of Deptford seeks a declaratory judgment for the following relief:

a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of Deptford under the Act;

c. Declaring the approval of Deptford's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing

obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that Deptford continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to Deptford for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of Deptford

Michael J. Edwards
By: _____
Michael J. Edwards, Esq.

Dated: January 28, 2025

CERTIFICATION PURSUANT TO R. 4:5-1

Michael J. Edwards, Esq., of full age, hereby certifies as follows:

1. I am a member of the Firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for declaratory plaintiff, Township of Deptford.
2. To the best of my knowledge, there is no other action pending in any court or any pending arbitration proceeding of which the matter in controversy herein is the subject

and no such other action or arbitration proceeding is contemplated. To the best of my knowledge, there are no other parties who should be joined in this action.

3. The within Complaint was filed and served within the time prescribed by the Rules of Court.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of Deptford

Michael J. Edwards
By: _____
Michael J. Edwards, Esq.

Dated: January 28, 2025

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, notice is hereby given that Michael J. Edwards, Esq., attorney for the Declaratory Plaintiff, Township of Deptford is designated as trial counsel in the above captioned matter.

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of Deptford

Michael J. Edwards
By: _____
Michael J. Edwards, Esq.

Dated: January 28, 2025

CERTIFICATION PURSUANT TO R. 1:38-7(b)

Michael J. Edwards, Esq., of full age, hereby certifies as follows:

1. I am a member of the firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for Declaratory Plaintiff, Township of Deptford.
2. I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of Deptford

Michael J. Edwards
By: _____
Michael J. Edwards, Esq.

Dated: January 28, 2025

EXHIBIT 1

R.68.25

RESOLUTION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, COMMITTING TO ROUND 4 PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the Township has a demonstrated history of voluntary compliance as evidenced by its Round 3 record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 7, 2015, the Township of Deptford (hereinafter "Deptford" or the "Township") filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), to be amended as necessary, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, that culminated in a Court-approved Housing Element and Fair Share Plan and a Final Judgment of Compliance and Repose, which precludes builder's remedy lawsuits until July 1, 2025; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2 (hereinafter "A4" or "Amended FHA"); and

WHEREAS, A4 calculates the size of the regional affordable housing need as follows "projected household change for a 10-year round in a region shall be estimated by establishing the household change experienced in the region between the most recent federal decennial census, and the second-most recent federal decennial census. This household change, if positive, shall be divided by 2.5 to estimate the number of low- and moderate-income homes needed to address low- and moderate-income household change in the region, and to determine the regional prospective need for a 10-year round of low- and moderate-income housing obligations…"; and

WHEREAS, this means that the regional need equates to 40% of regional household growth; and

WHEREAS, the 1985 version of the Fair Housing Act and A4 both prohibit a result that would compel a municipality to spend its own money on compliance; and

WHEREAS, the theory which permits a municipality to meet its obligations without municipal subsidy is zoning for "inclusionary zoning"; and

WHEREAS, inclusionary zoning most typically requires a 15% or 20% set aside; and

WHEREAS, it is not clear how a regional need predicated upon 40% of anticipated growth can be met with 15-20% set asides and without municipal subsidy; and

WHEREAS, this is exacerbated by the fact that certain other municipalities in the region have an allocation of 0% of the prospective need (new construction obligation), irrespective of the growth in that particular municipality; and

WHEREAS, A4 yields a statewide new construction obligation of over 8,400 affordable units per year; and

WHEREAS, this is a substantially higher annual number than was imposed by COAH in the "Prior Round" or any iteration of its Round 3 regulations; and

WHEREAS, A4 determines the size of the regional need, but does not calculate allocation of the need to individual municipalities; and

WHEREAS, instead, A4 required the Department of Community Affairs ("DCA") to produce non-binding estimates of need on or before October 20, 2024, which it did provide on October 18, 2024 ("DCA Report"); and

WHEREAS, the DCA Report calculates the Township's Round 4 (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of 87 units and a Prospective Need or New Construction Obligation of 398 units; and

WHEREAS, A4 further provides that, irrespective of the DCA's calculation, municipalities are to determine "present and prospective fair share obligation(s)…by binding resolution no later than January 31, 2025"; and

WHEREAS, this resolution satisfies the requirements of A4 by accepting the DCA estimate of need as described in the DCA Report; and

WHEREAS, Section 3 of A4 provides that: "the municipality's determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7" of A4; and

WHEREAS, Township's calculation of need is entitled to a "presumption of validity" because it complies with Sections 6 and 7 of A4; and

WHEREAS, the Township specifically reserves the right to adjust those numbers based on one or any of the foregoing adjustments: 1) a existing conditions survey or similar survey which accounts for a lower estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sewer or lack of water); and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations; and

WHEREAS, in addition to the foregoing, the Township specifically reserves all rights to revoke or amend this resolution and commitment, as may be necessary, in the event of a successful challenge to A4 in the context of the Montvale case (MER-L-1778-24), any other such action challenging A4, or any legislation adopted and signed into law by the Governor of New Jersey that alters the deadlines and/or requirements of A4; and

WHEREAS, in addition to the foregoing, the Township reserves the right to take a position that its Round 4 Present or Prospective Need Obligations are lower than described herein in the event that a third party challenges the calculations provided for in this Resolution (a reservation of all litigation rights and positions, without prejudice); and

WHEREAS, in light of the above, the Mayor and Council finds that it is in the best interest of Township to declare its obligations in accordance with this binding resolution and in accordance with the Act and

WHEREAS, in addition to the above, the Acting Administrative Director issued Directive #14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, pursuant to Directive #14-24, a municipality seeking a certification of compliance with the Act shall file an action in the form of a declaratory judgment complaint ". . . within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner"; and

WHEREAS, nothing in this Resolution shall be interpreted as an acknowledgment of the legal validity of the AOC Directive and the Township reserves any and all rights and remedies in relation to the AOC Directive; and

WHEREAS, the Township seeks a certification of compliance with the Act and, therefore, directs its Affordable Housing Counsel to file a declaratory relief action within 48 hours of the adoption of this resolution; and

NOW, THEREFORE BE IT RESOLVED, on this 27th day of January, by the Council of the Township of Deptford, Gloucester County, State of New Jersey, as follows:

1. All of the Whereas Clauses are incorporated into the operative clauses of this resolution.

2. The Mayor and Council hereby commit to the DCA Round 4 Present Need Obligation of 87 units and the Round 4 Prospective Need Obligation of 398 units as described in this resolution subject to all reservations of rights, which specifically include:

a) The right to adjust the number based on a windshield survey, lack of land, sewer, water, regional planning inputs, or any combination thereof;

b) As described in the WHEREAS section, all rights to revoke or amend this resolution in the event of a successful legal challenge, or legislative change, to A4;

c) All rights to take any contrary position in the event of a third party challenge to the obligations.

3. The Township hereby directs its Affordable Housing Counsel to file a declaratory judgment complaint within 48 hours after adoption this resolution attaching this resolution.

4. The Township hereby directs its Affordable Housing Counsel to file this Resolution with the "Program" pursuant to the requirements on A4.

5. The Township hereby directs that this Resolution be published on the municipal website within 48 hours of its passage, pursuant to A4.

6. This resolution shall take effect immediately, according to law.

ATTEST:

Christine Helder, RMC, Deputy Township Clerk

Township of Deptford

Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Work Session Meeting of Township Council of the Township of Deptford held on the 27th day of January, 2025 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.68.25				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			

Christine Helder, RMC, Deputy Township Clerk

FILED

April 28, 2025

Hon. Robert G. Malestein, P.J.Ch.

The Hon. ROBERT G. MALESTEIN, P.J.Ch.
Superior Court of New Jersey
Law Division – Civil Part
GLOUCESTER COUNTY
Gloucester County Courthouse
1 N. Broad Street
Woodbury, New Jersey 08096

PREPARED BY THE COURT:

IN THE MATTER OF THE DECLARATORY JUDGMENT ACTION OF THE TWP OF DEPTFORD, GLOUCESTER COUNTY PURSUANT TO P.L. 2024, CHAPTER 2 Petitioner.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION – CIVIL PART GLOUCESTER COUNTY DOCKET NO. GLO-L-128-25 Civil Action *Mt. Laurel Program* **ORDER FIXING MUNICIPAL OBLIGATIONS FOR "PRESENT NEED" AND "PROSPECTIVE NEED" FOR THE FOURTH ROUND HOUSING CYCLE**

THIS MATTER, having come before the Court on its own motion, *sua sponte*, on the Complaint for Declaratory Judgment filed on JANUARY 28, 2025 ("DJ Complaint") by the Petitioner, TOWNSHIP of DEPTFORD ("Petitioner" or "Municipality"), pursuant to N.J.S.A. 52:27D-304.2, -304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.* (collectively, the "FHA"), and in accordance with Section II.A of Administrative Directive #14-24 ("Directive #14-24") of the Affordable Housing Dispute Resolution Program (the "Program"), seeking a certification of compliance with the FHA;

AND IT APPEARING, that on October 18, 2024, pursuant to the FHA (as amended), the New Jersey Department of Community Affairs ("DCA") issued its report entitled "*Affordable Housing Obligations for 2025-2035 (Fourth Round)*",[1] therein setting forth the "present need" and prospective need" obligations of all New Jersey municipalities for the Fourth Round housing cycle (the "DCA's Fourth Round Report");

AND IT APPEARING that, pursuant to the DCA's Fourth Round Report, the "**present need**" obligation of the Petitioner has been calculated and reported as 87 affordable units, and its "**prospective need**" obligation of the Petitioner has been calculated and reported as 398 affordable units, and which calculations have been deemed "presumptively valid" for purposes of the FHA;

AND THE COURT, having determined that no "interested party" has filed a "challenge" to the Petitioner's DJ Complaint by way of an Answer thereto as provided for and in accordance with Section II.B of Directive #14-24 of the Program;

AND THE COURT, having found and determined, therefore, that the "present need" and "prospective need" affordable housing obligations of the Petitioner for the Fourth Round housing cycle as calculated and reported in the DCA's Fourth Round Report have been committed to by the Petitioner and are uncontested, and for good cause having otherwise been shown:

IT IS, THEREFORE, on this 28th day of **APRIL 2025 ORDERED AND ADJUDGED** as follows:

1. That the "present need" obligation of the Municipality, be, and hereby is fixed as 87 affordable units for the Fourth Round housing cycle.

[1] *See* https://nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf

2. That the "prospective need" obligation of the Municipality, be, and hereby is fixed as 398 affordable units for the Fourth Round Housing cycle; and

3. That the Petitioner is hereby authorized to proceed with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the "present need" and "prospective need" allocations aforesaid (and which plan shall include the elements set forth in the "Addendum" attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay..

IT IS FURTHER ORDERED, that any and all "challenges" to the Petitioner's housing element and fair share plan as adopted pursuant to Paragraph 3 above must be filed by August 31, 2025, by way of Answer/Objection filed in the eCourts case jacket for this Docket No. #**GLO-L-128-25**, and as provided for and in accordance with Section III.B of Directive #14-24; and

IT IS FURTHER ORDERED, that a copy of this Order shall be deemed served on the Petitioner, Petitioner's counsel and the Program Chair upon its posting by the Court to the eCourts case jacket for this matter pursuant to R. 1:5-1(a) and R. 1:32-2A.

SO ORDERED:

Robert G. Malestein, P.J.Ch.

HON. ROBERT G. MALESTEIN, P.J.Ch.
Designated Mt. Laurel Judge – Vicinage 15

(X) Uncontested.

MEMORIALIZATION OF RESOLUTION NO. 2025-22
OF THE DEPTFORD TOWNSHIP PLANNING BOARD
RE: 2025 HOUSING ELEMENT AND FAIR SHARE PLAN
DEPTFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

WHEREAS, the Township of Deptford has a demonstrated history of voluntary compliance as evidenced by its Prior and Third Rounds record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 8, 2015, the Township of Deptford filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Third Round Housing Element and Fair Share Plan, to be amended as necessary, satisfied its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, that culminated in a Court-approved Third Round Housing Element and Fair Share Plan and a Judgment of Compliance and Repose, which precludes all Mount Laurel lawsuits, including builder's remedy lawsuits, until July 1, 2025; and

WHEREAS, the Township continues to actively implement its Court-approved Third Round Housing Element and Fair Share Plan; and

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

WHEREAS, the Township Council adopted a "binding resolution", Resolution R.68.25, accepting the DCA-calculated Present Need and Prospective Need, as required by the Amended FHA, on January 27, 2025, establishing its Fourth Round Present Need of 87 and Prospective Need of 398; and

WHEREAS, in accordance with the Amended FHA and the Administrative Office of the Court's Directive No. 14-24, the Township filed a timely Fourth Round Declaratory Judgment complaint ("DJ Complaint") with the Affordable Housing Dispute Resolution Program ("the Program"), along with its binding resolution, on January 28, 2025; and

WHEREAS, the filing of the DJ Complaint gives the Township automatic, continued immunity from all exclusionary zoning lawsuits, including builder's remedy lawsuits, which is still in full force and effect; and

WHEREAS, the Township did not receive any objections to its Present and Prospective Need numbers by February 28, 2025, resulting in the statutory automatic acceptance of the Township's Fourth Round obligations on March 1, 2025; on April 28, 2025 the Honorable Robert Malestein, P.J.Ch., issued an Order in the DJ Complaint matter, Docket No. GLO-128-25, affirming the Township's Fourth Round Obligations; and

WHEREAS, with the affirmation of its Fourth Round Obligations, the Amended FHA requires the municipality to adopt and endorse a Fourth Round Housing Element and Fair Share Plan by June 30, 2025; and

WHEREAS, in accordance with the Amended FHA, the Township Planner, Brian Slaugh, PP, AICP, of Clarke Caton Hintz, PC, prepared a Fourth Round Housing Element and Fair Share Plan; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the Fourth Round Housing Element and Fair Share Plan on June 18, 2025; and

WHEREAS, the Planning Board determined that the attached Fourth Round Housing Element and Fair Share Plan of this date is consistent with the goals and objectives of the Township of Deptford's Master Plan, and that adoption and implementation of the Fourth Round Housing Element and Fair Share Plan is in the public interest and protects public health and safety and promotes the general welfare.

NOW, THEREFORE, from the findings of fact, the testimony of all relevant parties and the evidence submitted at the public hearing, **BE IT RESOLVED** by the Deptford Township Planning Board, that the Housing Element and Fair Share Plan as prepared by Deptford Township Planner Brian M. Slaugh, PP, AICP, of Clarke, Caton and Hintz, PC which is attached hereto and incorporated herein by reference, is hereby adopted by the Deptford Township Planning Board. The Planning Board finds that the adoption of said Housing Element and Fair Share Plan as prepared, meets all the elements and requirements of Municipal Land Use Law as set forth in N.J.S.A. 40:55D-28b(3), N.J.S.A. 52:27D-301 et seq. and Court Directive # 14-24 as applicable to meet the Township of Deptford's affordable housing obligations in a manner which protects the public health and safety and promotes the general welfare.

David Wyatt, Chairman

This is a Decision of the Deptford Township Planning Board made on the 18th day of June, 2025 by a vote of 6 in favor, 0 opposed, and 0 abstaining.

This Memorialization was adopted by the Deptford Township Planning Board at a regular meeting held on the 18th day of June, 2025 by a vote of 6 in favor, 0 opposed, and 0 abstaining.

Vote to Adopt:		Vote on Memorialization:	
Those in Favor:	6	Those in Favor:	6
Those Opposed:	0	Those Opposed:	0
Those Abstaining:	0	Those Abstaining:	0

Matthew Brown

MATTHEW BROWN, SECRETARY
Deptford Township Planning Board

RESOLUTION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A MEDIATION AGREEMENT WITH FAIR SHARE HOUSING CENTER IN CONNECTION WITH THE TOWNSHIP'S FOURTH ROUND AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the Township of Deptford ("Township") filed its Resolution of Participation in the Affordable Housing Dispute Resolution Program ("Program") and a Fourth Round Declaratory Judgment Action pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., on January 28, 2025; and

WHEREAS, on April 28, 2025, the Court entered an order establishing the Township's Fourth Round fair share obligations - 87 units of Present Need and 398 units of Prospective Need - and directing the Township to file its Fourth Round Housing Element and Fair Share Plan ("HEFSP") by June 30, 2025; and

WHEREAS, the Township filed its HEFSP on June 19, 2025; and

WHEREAS, Fair Share Housing Center ("FSHC") filed a formal challenge to the Township's HEFSP on August 25, 2025, pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b); and

WHEREAS, the Township and FSHC participated in mediation sessions before the Program to address the issues raised in FSHC's challenge; and

WHEREAS, these mediation efforts have resulted in a proposed Mediation Agreement that establishes the manner in which the Township will fully satisfy its Present Need, Prior Round, Third Round, and Fourth Round Prospective Need obligations; and

WHEREAS, the Township Committee finds that entering into the Mediation Agreement is in the best interests of the Township, will facilitate compliance with the Fair Housing Act, and will advance the Township toward obtaining a Compliance Certification for the Fourth Round.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Deptford, County of Gloucester, State of New Jersey, as follows:

1. The Mayor and Township Clerk are hereby authorized and directed to execute, on behalf of the Township, the Mediation Agreement (**Exhibit A**) between the Township of Deptford and Fair Share Housing Center, subject to de minimis revisions from counsel.

2. The Township's Affordable Housing Counsel, Township Attorney, Township Planner, Township Administrator, and all other appropriate officials and professionals are authorized and directed to take any and all steps necessary to implement the Mediation Agreement, which could include preparing and submitting required filings, revising the HEFSP, drafting and adopting implementing ordinances and resolutions, coordinating with developers and property owners, completing documentation relating to affordability control extensions, and complying with all procedural requirements of the Program and the Court.

3. The Township's professionals are authorized to participate in any additional Program review, mediation follow-up, compliance conferences, or court proceedings necessary to advance the Township's request for Compliance Certification.

4. This Resolution shall take effect immediately upon adoption according to law.

ATTEST:

Debra Willard, Acting Municipal Clerk

Township of Deptford

Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Meeting of Township Council of the Township of Deptford held on the 15th day of December, 2025 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.252.25				
Council Member	**Yes**	**No**	**Abstain**	**Absent**
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			

Debra Willard, Acting Municipal Clerk

MEDIATION AGREEMENT BEFORE THE AFFORDABLE HOUSING DISPUTE RESOLUTION PROGRAM

In the Matter of the Application of the Township of Deptford, County of Gloucester
Docket No. GLO-L-128-25

WHEREAS, the Township of Deptford (the "Township" or "Deptford") having filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the "Program") which included the Township's acceptance of the Fourth Round fair share obligations prepared by the New Jersey Department of Community Affairs ("DCA") and a Fourth Round declaratory judgment action pursuant to N.J.S.A. 52:27D-301 et. seq. (the "Fair Housing Act") on January 28, 2025; and

WHEREAS, the Court entered an order on April 28, 2025 setting the Township's Fourth Round fair share obligations as a Present Need of 87 and a Prospective Need of 398, which no party appealed, and ordering the Township to file a Fourth Round Housing Element and Fair Share Plan ("HEFSP") by June 30, 2025; and

WHEREAS, the Township having filed its HEFSP on June 19, 2025 ("Adopted HEFSP"); and

WHEREAS, Fair Share Housing Center ("FSHC") having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township's HEFSP on August 25, 2025; and

WHEREAS, ALR Deptford Property LLC ("ALR") having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township's HEFSP on August 28, 2025; and

WHEREAS, Deptford Shopping Center Development LLC ("Deptford Shopping Center") having filed a challenge pursuant to N.J.S.A. 52:52D-304.1(f)(2)(b) regarding the Township's HEFSP on August 29, 2025; and

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

THEREFORE, the Township and FSHC agree:

Fair Share Obligations

1. The Township's Fourth Round Present Need or Rehabilitation Obligation per DCA is 87, the Township's Prior Round Obligation (1987-1999) per the Council on Affordable Housing ("COAH") is 296, the Township's Third Round Obligation (1999-2025) per the Court-approved Third Round FSHC Settlement Agreement is 975, the Township's Fourth Round Prospective Need (2025-2035) is 398.

Satisfaction of Fair Share Obligations

2. The Township will address its Present Need via continued participation in the Gloucester County Home Improvement Program and implementation of a renter rehabilitation program, administered by Triad Associates.
3. The Township's Prior Round Obligation is 296 and has been met with the following mechanisms:

Prior Round Obligation (296)	Family	Rental	Senior	Units	Rental Bonuses	Total Credits
100% Affordable (built)						
New Sharon Woods	50	50		50		50
Deptford Park (74 of 99)		74	74	74		74
Housing Authority of Gloucester County (scattered sites; 2 of 19)	2	2		2		2
Village at New Sharon	22			22		22
Conifer Village at Deptford – 74 of 90	74	74		74	74	148
Total	148	200	74	222	74	296

4. The Township's Third Round Obligation is 975 and shall be met with the following mechanisms:

Affordable Housing Mechanism	Family	Rental	Senior	Units	Bonuses	Total Credits
100% Affordable Housing - Built						
Deptford Park – 25 of 99		25	25	25		25
Nancy J. Elkis Senior Housing		80	80	80		80
Housing Authority of Gloucester County (scattered sites – 17 of 19)	17	17		17		17
Conifer Village (LIHTC; 16 of 90)	16	16		16	16	32
Tanyard Oaks (LIHTC)	65	65		65	65	130
Habitat for Humanity	2			2		2
Extensions of Controls – New						
New Sharon Woods	50	50		50		50
100% Affordable Housing - Proposed						
Diocese of Camden Housing – -7 units		74	74	74		74
Inclusionary Sites - Built						
Deptford Landing	4			4		4
Willow Ridge	4			4		4
Reserve at Willow Ridge	2			2		2
JAS Homes (Tarpy Lane)	4			4		4
Inclusionary Sites – Under Construction or Approved						
DR Horton (was NJTD Investment Group; under construction) – +1 unit	42	42		42	42	84
Rizzuto (approved)			14	14		14
Inclusionary Sites –To Be Rezoned/Redeveloped						
Deptford 15, LLC	27	27		27		27
Miller (4 of 22)	4			4		4
Haddonwood Remainder (Dept'fd Shopping Center) (25 of 40)	25	25		25	2	27
Local 360 United F&C	9			9		9
Lakes of Bankbridge (71 of 101; - 30 units)	71	71		71	71	142
DR Horton (was P&I Associates)	18			18		18
Deptwood Center – NEW		38	38	38		38
Five Points South (Benderson; 82 of 115; -33 units)	82	82		82	0	82
Alternative Living Arrangements – Completed, Under Construction, or Approved						
Devereux Group Homes (3 units; - 1 bedroom)		12		12	12	24

Affordable Housing Mechanism	Family	Rental	Senior	Units	Bonuses	Total Credits
Community Options (1 unit)		4		4	4	8
ARC Gloucester (2 units)		8		8	8	16
Residences at South College Drive (occupied)		24		24	24	48
Twin Cedars Assisted Living (approved)		10	10	10		10
Total	442	670	241	731	244	975

5. The Township's Fourth Round Prospective Need Obligation is 398 and shall be met with the following mechanisms:

Affordable Housing Mechanism	Family	Rental	Senior	Units	Bonuses	Total Credits
100% Affordable Housing - Proposed						
Hillcrest Avenue	76	76		76	76	152
Habitat for Humanity (scat'ed sites)	9			9	4	13
Inclusionary Sites –To Be Rezoned/Redeveloped						
Haddonwood Remainder (Dept'fd Shopping Center)(15 of 40)	15	15		15		15
Miller (18 of 22)	18			18		18
Lakes of Bankbridge (including 30 of 101 from Third Round)	62	10		62		62
Five Points South (Benderson)	33	33		33	7; cap	40
Extensions of Controls – Proposed						
Nancy Elkis Senior Housing		80	80	80		80
Devereux Group Homes (3 homes)		12		12	12	24
33 Dancy Street	1			1		1
Total	217	226	80	306	99	405
Surplus to Fifth Round (405 - 398)						7

Unit Type and Income Distribution Requirements

6. The Township and FSHC agree that the Township's HEFSP as presented above satisfies the following standards set forth in P.L. 2024, c. 2, including but not limited to, with respect to the following, and that the Township shall maintain satisfaction with such requirements for the Fourth Round:

    a. Age Restricted Cap. The Township agrees that it shall not exceed the age-restricted cap found in N.J.S.A. 52:27D-311.1, which requires age-restricted units to be capped at 30 percent of the overall Fourth Round affordable housing units that address the Fourth Round Prospective Need obligation exclusive of any bonus credits.

    b. Family units. Pursuant to N.J.S.A. 52:27D-311.1.1, the Township shall satisfy a minimum of 50 percent of the actual affordable housing units, exclusive of any bonus credits created to address its Fourth Round Prospective Need affordable housing obligation, through the creation of housing available to families with

children and otherwise in compliance with the requirements and controls established pursuant to Section 21 of P.L.1985, c.222 (C.52:27D-321).

c. Rental and family rental units. Pursuant to N.J.S.A. 52:27D-311.1, at least 25 percent of the actual affordable housing units, exclusive of any bonus credits, created to address its Fourth Round Prospective Need affordable housing obligation shall be addressed through rental housing, including at least half as available to families with children.

d. Very low-income units. Pursuant to N.J.S.A. 52:27D-329.1, 13 percent of all affordable units referenced in this Agreement addressing the Township's Fourth Round Prospective Need obligation shall be very low-income units for households earning 30 percent or less of the regional median income, with half of the very low-income units being available to families.

e. 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 law.

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

7. In all developments that produce affordable housing, the Township and FSHC agree that, unless varied by prior COAH approval or a prior court order of the trial court, including a Third Round order approving the FSHC Settlement Agreement and/or Third Round HEFSP, the below terms shall apply:

a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, length of affordability controls, and phasing of affordable units.

b. The applicability of the updated form of UHAC versus the prior form of UHAC shall be as set forth in the statute and most current form of UHAC adopted by HMFA. Any terms of a prior agreement, judgment, or grant of substantive certification as to prior round of obligations modifying UHAC as to affordability controls as to very low-income units shall remain in effect as to those prior rounds of obligations.

c. The Township agrees that in order to meet the low-income and very low-income requirement of the Fair Housing Act, it shall adopt an ordinance requiring for all affordable housing developments in its HEFSP approved and built after July 17, 2008, that 50 percent of the affordable units within each bedroom distribution shall be required to be for low-income households earning 50 percent or less of the regional median income, including 13 percent of the affordable units within each bedroom distribution shall be required to be for very low-income households earning 30 percent or less of the regional median income.

d. The Township agrees to review its Affordable Housing Ordinance and other ordinances to ensure that they comply with the most up to date requirements of UHAC and revise those ordinances accordingly as part of its Fourth Round HEFSP and implementing ordinances.

e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law. The affirmative marketing plan shall include the following community and regional organizations: FSHC; the Latino Action Network; Gloucester County and Salem County Branches of the NAACP; Senior Citizens United Community Services; and the Supportive Housing Association.

Process for Approval and Implementation

8. Pursuant to N.J.S.A. 52:27D-304.1f.(2)(b) and Administrative Directive #14-24, the municipality and FSHC recognize that the Program and/or county level housing judge must still review this agreement and the resulting Fourth Round HEFSP and implementing ordinances and resolutions for compliance with the Fair Housing Act prior to issuing a Compliance Certification, as follows:
    a. The Township and FSHC shall present this mediation agreement to the Program member for review upon full execution by both parties.
    b. The Program Member shall review the agreement and if satisfied with compliance with the Fair Housing Act shall refer this matter to the Mount Laurel judge for review and entry of a Compliance Certification, conditioned on adoption of all implementing ordinances and resolutions.
    c. The Township shall adopt all implementing ordinances and resolutions no later than March 15, 2026, including but not limited to the outstanding items identified in the next paragraph. No later than 48 hours after adoption or March 15, 2026, whichever

is sooner, the Township shall file the information required by Paragraph 9 and any other adopted ordinances and resolutions on eCourts.

d. No later than April 15, 2026, the Township and FSHC shall provide via filing on eCourts a form of consent order granting final Compliance Certification for the Court's review or identify any remaining issues of compliance that may be disputed at which point the court shall schedule a conference to review any such issues.

e. Both parties agree to implement the terms of this Agreement. If the Program, county level housing judge, or any appellate court rejects this Agreement, the parties reserve their right to rescind any action taken in anticipation of the Program's approval and return to status quo ante. All parties shall have an obligation to fulfill the intent and purpose of this Agreement, unless to do so would be inconsistent with the final, unappealable adjudication of any Program or court ruling or judgment. The terms of this agreement may be enforced through an enforcement motion in this declaratory judgment or a separate action before the Program or the Superior Court, Law Division.

9. The Township and FSHC agree that following conditions remain to be met prior to March 15, 2026 as conditions of Compliance Certification, and that the municipality shall provide these documents to FSHC in draft form for comment by January 16, 2026:

a. The Township shall provide a revised HEFSP and implementing ordinances for all sites in this Agreement for which zoning is not already adopted or is being modified in accordance with this Agreement and adopt such by March 15, 2026.

b. Diocese of Camden/Donason site: The Township shall provide an updated pro forma and detailed implementation schedule showing construction beginning within two years in compliance with N.J.A.C. 5:93-5.5.

c. NJTD Investment Group/DR Horton: The Township shall provide a draft deed restriction that includes the income breakdown and bedroom distribution. The Township shall provide the recorded deed restriction and certificate of occupancy within thirty (30) days of availability.

d. Hillcrest Avenue: The Township shall provide the developer agreement including the pro forma, income breakdown, and bedroom distribution within thirty (30) days of its execution but not later than March 15, 2026. The Township shall provide the recorded deed restriction within thirty (30) days of availability.

e. Habitat for Humanity properties: The Township shall provide the affordable housing agreement including the income breakdown, bedroom distribution, pro forma, and construction schedule for each site. The Township shall provide the recorded deed restrictions within thirty (30) days of availability.

f. By March 15, 2026, the Township shall amend its Fourth Round Spending Plan as noted below, and as necessary to comply with P.L. 2024, c. 2 and the forthcoming regulations at N.J.A.C. 5:99.

g. The Township shall update and adopt its affordable housing ordinance, development fee ordinance, affirmative marketing plan, and other administrative documents in accordance with the forthcoming regulations at N.J.A.C. 5:80-26.1, et seq., and N.J.A.C. 5:99 after they are adopted and before March 15, 2026.

10. The Township shall provide the following additional information and/or commit to the following requirements on the proposed program to extend affordability controls:

    a. The Township shall provide a description and/or plan of the timing and steps necessary to facilitate the extension of expiring controls, and provide an agreement with the property owners for extensions on Nancy Elkis Senior Housing, Devereux group homes, and 33 Dancy Street by March 15, 2026. Any program manual the Township intends to utilize should be included in the record.

    b. The Township shall provide, by January 15, 2026, a draft Spending Plan that outlines or updates as necessary any expenditures related to the Township's proposed program to extend affordability controls on the following mechanisms: *Nancy Elkis Senior Housing, Devereux group homes, and 33 Dancy Street*. FSHC shall provide any comments by January 31, 2026. As discussed above, the Township shall adopt the final Spending Plan by March 15, 2026.

    c. The Township shall provide by January 15, 2026 the existing affordability controls that demonstrate that these units are eligible to be extended during the compliance period, as well as any existing Master Deed created to govern the Homeowners Association and/or Condo Association or other such similar entity, that demonstrates no increases of the HOA fee, condo fee, amenity fee, or other such fee will be imposed upon the expiration of the original deed restricted period. The Township shall provide, three months prior to execution, the proposed occupancy restriction, whether on real or other property the Township intends to utilize in extending the affordability controls which shall be in a form consistent with the requirements of the forthcoming Uniform Housing Affordability Controls (UHAC).

The Township shall also provide any form of agreement it has utilized or intends to utilize with property owners of existing affordable housing units to extend the affordability controls.

d. The Township shall provide a plan to ensure that all units being extended receive a "continuing certificate of occupancy" and that any units which need repairs to receive a continuing certificate of occupancy or be brought up to code will receive the required repairs as part of the process of extending the controls.

e. The Township shall provide an analysis of the extent of the costs associated with anticipated rehabilitation of the units which shall include: a pro forma of the costs for the rehabilitation, documentation of the source of funding, a resolution of intent to fund those rehabilitation costs, and a rehabilitation manual.

f. The Township shall demonstrate that it has complied with all other requirements of the updated UHAC regulations relating to the extension of expiring controls.

11. The Township's Compliance Certification shall be subject to required ongoing monitoring as follows:

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

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

c. For the midpoint realistic opportunity review as of July 1, 2030, pursuant to N.J.S.A. 52:27D-313, the Township or other interested party may file an action through the Program seeking a realistic opportunity review and shall provide for notice to the public, including a realistic opportunity review of any inclusionary development site as set forth in the adopted HEFSP that has not received preliminary site plan approval prior to the midpoint of the 10-year round. Any such filing shall be through eCourts or any similar system set forth by the Program with notice to any party that has appeared in this matter.

12. This Agreement may be executed in counterparts, all of which together shall constitute the same agreement, and any exhibits or schedules attached hereto shall be hereby made a part of this Agreement. This Agreement shall not be modified, amended or altered in any way except by a writing signed by each of the parties. Each party acknowledges that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each signatory is the proper person and possesses the authority to sign

the Agreement, and that this Agreement was not drafted by any one of the parties, but was drafted, negotiated and reviewed by all parties, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections. No member, official or employee of the municipality shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

On behalf of the Township of Deptford:

Paul Medley

Date: 12-15-25

On behalf of Fair Share Housing Center:

Date:

MEMORIALIZATION OF RESOLUTION NO. 2026-16
OF THE DEPTFORD TOWNSHIP PLANNING BOARD
AMENDED 2025 HOUSING ELEMENT AND FAIR SHARE PLAN
DEPTFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

WHEREAS, the Township of Deptford has a demonstrated history of voluntary compliance as evidenced by it being granted Substantive Certification of its First and Second Round Housing Elements and Fair Share Plans by the NJ Council on Affordable Housing and a Judgment of Compliance and Repose by the Hon. Robert P. Becker, Jr., P.J. Ch. for the Third Round; and

WHEREAS, the Judgment of Compliance and Repose precluded the filing of all Mount Laurel lawsuits, including builder's remedy lawsuits, pertaining to the Township of Deptford's constitutional obligations for the provision of affordable housing until July 1, 2025; and

WHEREAS, the Township continues to actively implement its Court-approved Third Round Housing Element and Fair Share Plan; and

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

WHEREAS, the Township Council adopted a "binding resolution", Resolution R.68.25, accepting the DCA-calculated Present Need and Prospective Need, as required by the Amended FHA, on January 27, 2025, establishing its Fourth Round Present Need of 87 and Prospective Need of 398; and

WHEREAS, in accordance with the Amended FHA and the Administrative Office of the Court's Directive No. 14-24, the Township filed a timely Fourth Round Declaratory Judgment complaint ("DJ Complaint") with the Affordable Housing Dispute Resolution Program ("the Program"), along with its binding resolution, on January 28, 2025; and

WHEREAS, the filing of the DJ Complaint gives the Township automatic, continued immunity from all exclusionary zoning

lawsuits, including builder's remedy lawsuits, which is still in full force and effect; and

WHEREAS, the Township did not receive any objections to its Present and Prospective Need numbers by February 28, 2025, resulting in the statutory automatic acceptance of the Township's Fourth Round obligations on March 1, 2025; on April 28, 2025 the Honorable Robert Malestein, P.J.Ch., issued an Order in the DJ Complaint matter, Docket No. GLO-128-25, affirming the Township's Fourth Round Obligations; and

WHEREAS, with the affirmation of its Fourth Round Obligations, the Amended FHA required the municipality to adopt and endorse a Fourth Round Housing Element and Fair Share Plan by June 30, 2025; and

WHEREAS, in accordance with the Amended FHA, the Township Planner, Brian Slaugh, PP, AICP, of Clarke Caton Hintz, PC, prepared a Fourth Round Housing Element and Fair Share Plan which was duly noticed in accordance with N.J.S.A. 40:55D-13, a public hearing was held by the Planning Board, comment was taken and the document was adopted on June 18, 2025; and

WHEREAS, the Fourth Round Housing Element and Fair Share Plan ("HEFSP") was endorsed by the Deptford Township Council on June 23, 2025 in Resolution R.167.25 and subsequently filed with the Affordable Housing Dispute Resolution Program ("Program") in accordance with the amended Fair Housing Act on June 25, 2025; and

WHEREAS, the HEFSP was challenged by Fair Share Housing Center and two developers who filed timely reports with the Program, alleging various components of the HEFSP were not compliant with the law; and

WHEREAS, through mediation, the Township of Deptford has entered into a mediation settlement agreement with Fair Share Housing Center and an agreement in principle with one of the developer challengers thereby necessitating an amended HEFSP and subsequent adoption of ordinances and resolutions, all of which are required to be adopted by the Planning Board and Township

Council, according to their respective duties and responsibilities, by March 15, 2026.

NOW, THEREFORE, from the findings of fact, the testimony of all relevant parties and the evidence submitted at the public hearing, **BE IT RESOLVED** by the Deptford Township Planning Board, that the Housing Element and Fair Share Plan as prepared by Deptford Township Planner Brian M. Slaugh, PP, AICP, of Clarke, Caton and Hintz, PC which is attached hereto and incorporated herein by reference, is hereby adopted by the Deptford Township Planning Board following notice in accordance with N.J.S.A. 40:55D-13 and public comment. The Planning Board finds that the adoption of said Housing Element and Fair Share Plan as prepared, meets all the elements and requirements of the Municipal Land Use Law as set forth in N.J.S.A. 40:55D-28b(3), the Fair Housing Act, as amended, N.J.S.A. 52:27D-301 et seq. and Court Directive # 14-24 as applicable to meet the Township of Deptford's affordable housing obligations in a manner which protects the public health and safety and promotes the general welfare.

Deptford Township Planning Board

David Wyatt, Chairman

Attest:

MATTHEW BROWN, SECRETARY
Deptford Township Planning Board

This is a Decision of the Deptford Township Planning Board made on the 4th day of February, 2026 by a vote of 8 in favor, 0 opposed, and 0 abstaining.

Those in Favor: 8
Those Opposed: 0
Those Abstaining: 0

This Memorialization was adopted by the Deptford Township Planning Board at a regular meeting held on the 4th day of February, 2026 by a vote of 8 in favor, 0 opposed, and 0 abstaining.

Those in Favor: 8
Those Opposed: 0
Those Abstaining: 0

RESOLUTION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, ENDORSING THE AMENDED FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN ADOPTED BY THE PLANNING BOARD OF THE TOWNSHIP OF DEPTFORD ON FEBRUARY 4, 2026, AND ADOPTING THE UPDATED FOURTH ROUND SPENDING PLAN

WHEREAS, the New Jersey Fair Housing Act ("FHA") at N.J.S.A. 52:27D-301 et seq., was amended on March 20, 2024, per P.L. 2024, c.2, requiring the Department of Community Affairs ("DCA") to calculate the Fourth Round Present and Prospective Need Obligation of municipalities within the state and establishing the New Jersey Affordable Housing Dispute Resolution Program; and

WHEREAS, the Township Council of the Township of Deptford resolved in Resolution No. R.68.25 to accept the DCA-calculated Present Need Obligation of 87 units and Fourth Round Prospective Need Obligation of 348 units and participate in the Affordable Housing Dispute Resolution Program; and

WHEREAS, pursuant to the FHA, Administrative Directive No. 14-24, and Res. No. R.68.25, the Township's professionals filed a Declaratory Judgment action with the Program under Docket Number GLO-L-128-25; and

WHEREAS, no parties challenged the Township's present and prospective need obligations; and

WHEREAS, on April 28, 2025, the Court entered an Order establishing the Township's Present Need Obligation as 87 units and Prospective Need Obligation as 348 units; and

WHEREAS, the Township's Planning Board adopted the Fourth Round Housing Element and Fair Share Plan on June 18, 2025; and

WHEREAS, the Township's Affordable Housing Counsel submitted the adopted Fourth Round Housing Element and Fair Share Plan to the Affordable Housing Dispute Resolution Program on June 19, 2025; and

WHEREAS, on August 25, 2025, Fair Share Housing Center ("FSHC"), an advocacy organization for New Jersey's low- and moderate-income residents, filed a challenge to the Township's Housing Element and Fair Share Plan; and

WHEREAS, through mediation and with the assistance of a Program-appointed Special Adjudicator, the Township and FSHC reached a settlement of the FSHC challenge, memorialized in a Mediation Agreement between the parties, executed December 16, 2025; and

WHEREAS, pursuant to the terms of the Mediation Agreement, the Township adopted an Amended Fourth Round Housing Element and Fair Share Plan on February 4, 2026; and

WHEREAS, pursuant to the terms of the Mediation Agreement, the Township has prepared an updated Fourth Round Affordable Housing Trust Fund Spending Plan; and

WHEREAS, a true and accurate copy of the 2026 Amended Fourth Round Housing Element and Fair Share Plan, which includes the updated Fourth Round Affordable Housing Trust Fund Spending Plan, is annexed hereto as Exhibit A; and

WHEREAS, a true copy of the Resolution of the Planning Board adopting the 2026 Amended Housing Plan Element and Fair Share Plan is annexed hereto as Exhibit B.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Deptford, County of Gloucester, State of New Jersey, as follows:

1. The Township Council hereby endorses the 2026 Amended Fourth Round Housing Element and Fair Share Plan as adopted by the Township of Deptford Planning Board.

2. The Township Council hereby adopts the updated Fourth Round Affordable Housing Trust Fund Spending Plan.

3. The Township Council hereby directs the Township's professionals to continue to take all actions necessary to continue participating in and remain in compliance with the Affordable Housing Dispute Resolution Program, and to satisfy the terms of the Township's Mediation Agreement with FSHC.

ATTEST: Township of Deptford

Debra Willard, Acting Municipal Clerk

Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Meeting of Township Council of the Township of Deptford held on the 2nd day of March, 2026 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.79.26				
Council Member	**Yes**	**No**	**Abstain**	**Absent**
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			

Debra Willard, Acting Municipal Clerk

C. Gloucester County Home Rehabilitation Program Manual, Sample Municipal Rental Rehabilitation Program Manual

Operating Manual for the Administration of a Rental Rehabilitation Program

December 13, 2018

Township of Moorestown, Burlington County, New Jersey

Clarke Caton Hintz | 100 BARRACK STREET | TRENTON, NJ | 08608

TOWNSHIP OF MOORESTOWN
Operating Manual for the Administration of Rental Rehabilitation Units

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INTRODUCTION

This Rehabilitation Program Operating Manual has been prepared to assist in the administration of the *Township of Moorestown* Rental Rehabilitation Program. It will serve as a guide to the program staff and applicants.

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 rehabilitation process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, cost estimating, contract payments, record keeping and overall program administration.

The Rental Rehabilitation Program will be administered by the Township of Moorestown Community Development Department. A copy of the Memorandum of Agreement is attached as **Appendix G.** The Administrative Agent for the rental units is CGP&H. A copy of the Administrative Agent designation is attached as **Appendix H.**

A. Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or
http://www.state.nj.us/lps/dcr/index.html.

SECTION I. ELIGIBLE PARTICIPANTS

A. Categories of Participants

Renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be low- or moderate-income households and that the units are determined to be substandard. Owners of rental properties do not have to be low- or moderate-income households. If a structure

contains two or more units and an owner, who is not income eligible, occupies one unit funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to low- or moderate-income households.

NOTE: Pursuant to N.J.A.C. 5:97-6.2(b)6 rental units may not be excluded from a municipal rehabilitation program. If a county administers the municipal rehabilitation program and the county program does not include rehabilitation of rental units, the municipality will need to supplement the county program with its own rehabilitation program for rental units.

B. Income Limits for Participation

The occupants of the units must have incomes that fall within the income guidelines established for the *County of Burlington* by the Council on Affordable Housing (COAH). These limits are revised annually as COAH figures become available and can be found in Appendix B.

NOTE: The program will strive to provide that low-income households occupy at least 50 percent of the units rehabilitated.

C. Program Area

This is a municipal-wide program. The rehabilitation property must be located in the *Township of Moorestown*.

D. Certification of Substandard

The purpose of the program is to bring substandard housing up to code. Substandard units are those units requiring repair or replacement of at least one major system. A major system is any one of the following:

1. Roof
2. Plumbing (including wells)
3. Heating
4. Electrical
5. Sanitary plumbing (including septic systems)
6. Load bearing structural systems
7. Lead paint abatement
8. Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

Code violations will be determined by an inspection conducted by a licensed inspector**.**

SECTION II. AVAILABLE BENEFITS

A. Program Financing

The average per unit rehabilitation costs shall be **$10,000.** If a particular unit requires more than $10,000, the Township will review and approve on a case by case basis

B. Renter-occupied Units - Program Financing/Program Affordability Controls

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 construction costs needed for each unit to meet the New Jersey State Housing Code, N.J.A.C. 5:28 and each unit must meet the major system repair or replacement requirement. At the time the application is submitted, owners must submit proof of their share through bank statements, credit lines, etc. Title searches and property appraisals will be required to determine if there is sufficient equity in the property to cover the cost of the loan. The landlords will be expected to pay for the costs of the title searches and provide up to date property appraisals. In addition to the interest free, deferred payment loan, a ten-year deed restriction, attached to the mortgage and note, will be used to control the contract rent and ongoing tenant eligibility on rental units that receive assistance. The loan will be due upon transfer of title to the property; however, the deed restrictions shall remain in effect for ten years from the date the units are certified as standard. There are no monthly payments. The deed restriction will be recorded in the county deed book.

In situations where the non-income eligible owner(s) of eligible rental units occupies a unit in the structure to be rehabilitated, repairs to shared systems (i.e.: roof, heating, foundations, etc.) will be prorated with the owner(s) receiving no financial assistance for the owner's share.

If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate- income household at an affordable price and affirmatively marketed pursuant to the N.J.A.C. 5:97-9. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9.

C. Subordination

Township of Moorestown may agree to subordination of a loan if the mortgage company supplies an appraisal showing that the new loan plus the balance on the old loan does not exceed 95% of the appraised value of the unit.

SECTION III. ELIGIBLE PROPERTY IMPROVEMENTS

A. Eligible Improvements

Housing rehabilitation funds may be used only for repairs or system replacements necessary to bring a substandard unit into compliance with municipal health, safety and building codes, applicable code violations, as well as any other cosmetic work that is reasonable and deemed necessary or is related to the necessary repairs.

At least one major system must be replaced or included in the repairs, which include one of the following:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Lead paint abatement
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

The related work may include, but not be limited to the following:

- Interior trim work,
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Window treatment
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Painting
- Exterior rain carrying system repair

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other

appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under this program.

C. Rehabilitation Standards

Upon rehabilitation, housing deficiencies shall be corrected and the unit shall comply with the New Jersey State Housing Code, N.J.A.C. 5:28. For construction projects that require the issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode (N.J.A.C. 5:23-6). In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

D. Certification of Standard

All code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in sub-section C above upon issuance of a certificate of completion or occupancy. The licensed inspector must certify any structure repaired in whole or in part with rehabilitation funds to be free of any code violations.

E. Emergency Repairs

A situation relating to a safety and/or health hazard for the occupants would constitute an emergency. A municipal inspector will confirm the need for such work. In emergency cases, the formal solicitation process will not be followed. A minimum of three (3) estimates will be obtained when possible for the "emergency" work. However, eligibility, as stated in Section I, subsection B, must be determined prior to soliciting estimates. Application for additional non-emergency work may be made in accordance with the procedures outlined in this Operating Manual. The funding for the emergency work and any additional rehabilitation may not exceed the program financing provisions in Section II, sub-section A.

SECTION IV. OVERVIEW OF ADMINISTRATIVE PROCEDURES

A. Application/Interview

Property owners interested in participating in the housing rehabilitation program may submit preliminary applications to the program staff. Preliminary applications are available at the following locations:

Moorestown Township Municipal
Building 59 South White Horse Pike,
Moorestown NJ
Phone: (856) 767-7777 ext. 1302
Office Hours: Monday - Friday 8:30 a.m. - 4:30 p.m.

Upon request, the program staff will mail a preliminary application to an interested property owner.

Applicants for rental rehabilitation funding must provide a list of tenants and the rents paid by each. The program staff will contact the tenants to provide evidence of income eligibility of the occupants of the units.

Applications will be processed in the order of receipt. Only emergency situations shall be handled out of the order of receipt.

B. Income Eligibility and Program Certification

Property owners of renter-occupied units must submit the following documentation:

- Copy of the deed to the property.
- Proof that property taxes and water and sewer bills are current.
- Proof of property insurance, including liability, fire and flood insurance where necessary.

If after review of the income documentation submitted by the applicant's tenants, the tenant is determined to be ineligible, the applicant will receive a letter delineating the reasons for the determination of ineligibility. An applicant may be determined ineligible if each tenants' income exceeds COAH income limits.

The program staff will arrange for a title search of all properties entering the program.

Upon confirmation of income eligibility of the applicant's tenants, the program staff will send a letter to the applicant certifying the applicant's and or tenant's eligibility. Eligibility will remain valid for six months. If the applicant has not signed a contract for rehabilitation within six months of the date of the letter of certifying eligibility, the applicant will be required to reapply for certification.

C. Housing Inspection/Substandard Certification

Once determined eligible, the program staff will arrange for a qualified, licensed, housing/building code inspector to inspect the entire residential property.

The licensed inspector will inspect the house, take photographs, and certify that at least one major system is substandard. All required repairs would be identified.

D. Ineligible Properties

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be ineligible, the program staff will send a letter delineating the reasons for the determination of ineligibility. An applicant's property may be determined ineligible for any one of the following reasons:

- Title search is unfavorable.
- Property does not need sufficient repairs to meet eligibility requirements.
- Real estate taxes are in arrears.
- Proof of property insurance not submitted.
- Property is listed for sale.
- Property is in foreclosure.
- Total debt on the property will exceed the value of the property.

Township of Moorestown may disqualify properties requiring excessive repairs to meet municipal housing standards. The estimated or bid cost of repairs must exceed *50* percent of the estimated after-rehabilitation value of the property for the municipality to exclude the property.

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be eligible*,* the inspector will then certify that the dwelling is substandard by completing and signing the Certificate of Substandard Form and submitting this to the program staff.

E. Cost Estimate

The program staff will prepare or cause to be prepared a Work Write-up and Cost Estimate. 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. A Cost Estimate will be computed and included within the program documentation. The program staff will review the Preliminary Work Write-up with the property owner.

Only required repairs to units occupied by income eligible households will be funded through the housing rehabilitation program. If the property owner desires work not fundable through the program, including work on an owner-occupied unit of a rental rehabilitation project, work on a non-eligible rental unit in a multi-unit building or improvements not covered by the program, such work may be added to the work write-up if the property owner provides funds to be deposited in the municipality's Housing Trust Fund prior to the commencement of the rehabilitation of the property equivalent to (*110 percent or a higher percentage*) of the estimated cost of the elective work. Such deposited funds not expended at the time of the issuance of a certificate of completion/occupancy will be returned to the property owner with accrued interest.

F. Contractor Bidding Negotiations

After the unit and the unit occupant have been certified as eligible, the program staff will provide a list of approved, pre-qualified trade contractors for bidding. The property owner reviews this list and selects a minimum of three and a maximum of five contractors from whom to obtain bids. The program staff and property owner will then review these bids. The lowest responsible trade contractor shall then be selected. If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

Property owners may seek proposals from non-program participating contractors. However, the Township must pre-approve the contractor prior to submitting a bid.

G. Contract Signing/Pre-Construction Conference

Program staff will meet with the property owner to review all bids by the various trades. This review will include a Final Work Write-up and Cost Estimate. The Contractor Agreement will be prepared by the program staff, as well as the Borrower's Agreement covering all the required terms and conditions.

The program staff will then call a Pre-Construction Conference. Documents to be executed at the Pre-construction Conference include: Contractors Agreement(s), a Restricted Covenant, Mortgage and Mortgage Note. The property owner, program staff representative, contractor and bank representative will execute the appropriate documents and copies will be provided as appropriate. A staff member will outline project procedures to which property owner must adhere. A Proceed to Work Order, guaranteeing that the work will commence within fifteen (15) calendar days of the date of the conference and be totally completed within ninety (90) days from the start of work, will be issued to each contractor at this Conference.

H. Progress Inspections

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.

I. Change Orders

If it becomes apparent during the course of construction that additional repairs are necessary or the described repair needs to be amended, the program staff will have the qualified professional(s) inspect the areas in need of repair and prepare a change order describing the work to be done. The applicant and the contractor will review the change order with the program staff and agree on a price. Once all parties approve of the change order and agree on the price, they will sign documents amending the contract agreement to include the change order. Additionally, if the applicant is not

funding the additional cost, new financing documents will be executed reflecting the increase.

J. Payment Schedule

The contract will permit three progress payments if the project costs less than $20,000 or four progress payments if the project costs more than $20,000. For example: $24,000 project has four payments, with the first payment of $10,000 and the remaining payments are divided equally. First payment is made when the project is one-quarter completed. Second payment is made when the project is one-half completed. Third at three quarters completed. Fourth and final payment upon completion.

The contractor will submit a payment request. The applicant will sign a payment approval if both the applicant and housing/building inspector are satisfied with the work performed. The municipality will then release the payment.

Final payment will be released once all final inspections are made, a Certificate of Occupancy is issued (if applicable) and the program staff receives a Property Owner Sign-off letter.

K. Appeal Process

If an applicant does not approve a payment that the housing/building inspector has approved, the disputed payment will be appealed to the municipality's Council for a hearing. The municipality's *Counsel* will decide if the payment shall be released to the contractor or the contractor must complete additional work or correct work completed before the release of the payment. The municipality's decision will be binding on both the applicant and the contractor

L. Final Inspection

Upon notification by the contractor that all work is complete and where required a Certificate of Occupancy has been issued, a final inspection shall be conducted and photographs taken. The program staff (or a representative), the property owner, and the necessary contractors shall be present at the final inspection to respond to any final punch list items.

M. Record Restricted Covenant and Mortgage Documentation

Program staff will file the executed Restricted Covenant and Mortgage with the County Clerk.

N. File Closing

After the final payment is made, the applicant's file will be closed by the program staff.

SECTION V. CONTRACTOR RELATED PROCEDURES

A. Contractor Selection

Contractors must apply to the program staff to be placed on the pre-approved contractors list. Contractors seeking inclusion on the list must submit references from at least three recent general contracting jobs. Contractors also must submit documentation proving financial stability and the ability to obtain performance bonds, as performance bonds will be required on every rehabilitation project. If it is ever necessary for the municipality or the Administrative Agent to access the performance bond in order to complete a project, the contractor will be removed from the pre-approved contractors list. Contractors must carry workmen's compensation coverage and liability insurance of at least $100,000/$300,000 for bodily injury or death and $50,000 for property damage. Only licensed tradesmen will be permitted to perform specialty work such as plumbing, heating and electrical.

B. Number of Proposals Required

The property owner will select a minimum of three general contractors from a list of pre-approved contractors. Property owners may not select contractors who do not appear on the list.[1] The approved work write-up will be submitted to the selected contractors by the program staff. Contractors must visit the property and submit bids within *14* days. The contract will be awarded to the lowest bidder[2], provided that the housing/building inspector or the professional who drafted the work write-up certify that the work can be completed at the price bid and that the bid is reasonably close to the cost estimate. Bids must fall within *10* percent of the cost estimate.

C. Contractor Requirements

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 to be attended by the property owner and contractor. At the time of Agreement execution, the contractor shall sign a Certification of Work Schedule prepared by the program staff.

SECTION VI. MAINTENANCE OF RECORDS

A. Files To Be Maintained on Every Applicant

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[1] The program permits a property owner to seek proposals from non-program participating contractors. However, Township of Moorestown must pre-approve the contractor prior to submitting a bid.

[2] If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

The program staff will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form
- Tenant Information Form (Rental Units Only)
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility

B. **Files of applicants approved for the program will also contain the following additional documentation**:

- Housing Inspection Report
- Photographs - Before
- Certification of Property Eligibility or Determination of Ineligibility
- Proof of Homeowners Insurance
- Copy of Deed to Property

C. For properties determined eligible for the program where the applicants choose to continue in the program, the files shall contain the following:

- Work Write-Up/Cost Estimate
- Copies of Bids
- Applicant/Contractor Contract Agreement
- Recorded Mortgage/Lien Documents
- Copies of All Required Permits
- Contractor Requests for Progress Payments
- Progress Payment Inspection Reports
- Progress Payment Vouchers
- Change Orders (If needed)
- Final Inspection Report
- Photographs - After
- Certification of Completion and Release of Contractor's Bond

Individual files will be maintained throughout the process.

A. Rehabilitation Log

A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress.

B. Monitoring

For each unit the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Very Low/Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Development Fees expended
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (yrs)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

SECTION VII. PROGRAM MARKETING

The municipality will conduct a public meeting announcing the implementation of the housing rehabilitation program. For the term of the program, the municipality will include flyers once a year with the tax bills, water bills or other regular municipal mailing to all property owners. Program information will be available at the municipal building, library, and senior center and on the municipal website. Posters regarding the program will be placed in retail businesses throughout the municipality.

Prior to commencement of the program and periodically thereafter, the municipality will hold informational meetings on the program to all interested contractors. Each contractor will have the opportunity to apply for inclusion of the municipal contractor list.

SECTION VIII. RENTAL PROCEDURES

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5-80:26.1 et. seq. once the rental units are rehabilitated.

A. Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or http://www.state.nj.us/lps/dcr/index.html.

B. Overview of the Affordable Housing Administration Process for Rental Units

- The Municipal Housing Liaison will serve a s an initial point of contact for unsolicited calls to the Township about affordable housing and where appropriate will direct applicants to CGP&H, the Administrative Agent.
- The Administrative Agent implements the municipality's Affirmative Marketing Plan.
- The Administrative Agent serves as the initial point of contact for all inquiries generated by the affirmative marketing efforts and sends out pre-applications to interested callers.
- The Administrative Agent will accept these returned pre-applications for up to 90 days. At the end of this time period these applications will be randomly selected, through a lottery, to create a pool of applicants.
- The Administrative Agent pre-qualifies applicants in the applicant pool for income eligibility and sends either a rejection letter to those over income or a preliminary approval letter to those who appear income-eligible.
- When a unit becomes available, the Administrative Agent will interview the applicant households and proceed with the income qualification process.
- The Administrative Agent must notify applicant households in writing of certification or denial within 20 days of the determination.
- Once certified, households are further screened to match household size to bedroom size.
- Certified households that are approved for a rental affordable housing unit will sign a Rental Certification and any other applicable documents, which are held in the applicant file. Applicants then make an appointment with the landlord or the leasing agent. Applicant households seeking rental units proceed with a credit check, which is generally conducted by the leasing agent or landlord. If approved, the applicant will sign the lease, pay the first month's rent and the security deposit and receive the keys.
- The certified household moves in to the affordable rental unit.

C. Roles and Responsibilities

Responsibilities of the Municipal Housing Liaison

The Municipal Housing Liaison is responsible for coordinating all the activities of the municipal government as it relates to the creation and administration of affordable housing units, in conjunction with the Municipal Attorney, where appropriate (see the section **Responsibilities of the Municipal Attorney**). The primary purpose of the Municipal Housing Liaison is to ensure that all affordable housing projects are established and administered according to the Regulations as outlined in an Operating Manual. The duties of the Municipal Housing Liaison include the following duties, and may include the responsibilities for providing administrative services as described in the next Section under, Responsibilities of an Administrative Agent.

Monitor the status of all restricted units in the municipality's Fair Share Plan. Regardless of any arrangements the municipality may have with one or more Administrative Agents, it is the Municipal Housing Liaison's responsibility to know the status of all restricted units in their community.

Serve as the municipality's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households. The Municipal Housing Liaison serves as the municipality's primary point of contact on affordable housing issues. Interested applicants should be provided with information on the types of affordable units within the municipality and, where applicable, the name of the Administrative Agent that manages the units and the contact information for the Administrative Agent.

Compile, verify and submit annual reporting. Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual COAH monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into the annual report to COAH. Any requests from COAH for additional information or corrections will be directed to the Municipal Housing Liaison.

Provide Administrative Services, unless those services are contracted out. The responsibilities for providing administrative services are described in the next Section under, **Responsibilities of an Administrative Agent**.

Responsibilities of an Administrative Agent

The primary responsibility of an Administrative Agent is to establish and enforce affordability controls and ensure that units in their portfolio are rented to eligible households. Administrative Agents must:

Secure written acknowledgement from all owners that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Create and adhere to an Operating Manual. Administrative Agents are required to follow the policies and procedures of an Operating Manual, as applicable to the scope of services they have been contracted to perform.

Implement the municipality's Affirmative Marketing Plan. The Administrative Agent, CGP&H is responsible for implementing the Affirmative Marketing Plan adopted by the municipality. At the first meeting with the Municipal Housing Liaison, Administrative Agent, and the developer, affordable housing sponsor or owner this responsibility should be discussed. Affirmative marketing includes conducting regional outreach and advertising for available affordable units. Advertising costs may also be

delegated to the developer, but this must be established by ordinance and a condition of approval of the Planning Board or Zoning Board.

Accept applications from interested households. In response to marketing initiatives or by referral from the Municipal Housing Liaison, interested households will contact the Administrative Agent. The Administrative Agent will supply applicants with applications, provide additional information on available units and accept completed applications.

Conduct random selection of applicants for rental of restricted units. The Administrative Agent is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances, and as described in the Operating Manual.

Create and maintain a pool of applicant households. This includes reaching out to households in the applicant pool to determine continued interest and/or changes in household size and income.

Determine eligibility of households. The task of collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an Administrative Agent. A written determination on a household's eligibility must be provided within twenty (20) days of the Administrative Agent's determination of eligibility or non-eligibility. Whether or not the household is determined to be eligible for a unit, it is an Administrative Agent's responsibility to secure all information provided by the household in individual files and to maintain strict confidentiality of all information regarding that household. An Administrative Agent is required to ensure that all certified applicants execute a certificate acknowledging the rights and requirements of renting an affordable unit, in the form of Appendix K of UHAC.

Establish and maintain effective communication with property managers and landlords. Property managers and landlords of restricted units should be instructed and regularly reminded that the Administrative Agent is their primary point of contact. The Administrative Agent must immediately inform all property managers and landlords of any changes to the Administrative Agent's contact information or business hours.

Property managers and landlords should be instructed to immediately contact the Administrative Agent:

- Immediately upon learning that an affordable rental unit will be vacated.
- For review and approval of annual rental increases.

Provide annual notification of maximum rents. Each year when COAH releases its low- and moderate-income limits, rental households must be notified of the new maximum rent that may be charged for their unit. The Administrative Agent's contact

information must be included on such notification in case the tenant is being overcharged.

Serve as the custodian of all legal documents. An Administrative Agent is responsible for maintaining originals of all legal instruments for the units in their portfolio. Throughout the duration of a control period, an Administrative Agent must maintain a file containing its affordability control documents. This includes, but is not limited to, the recorded Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Repayment Mortgages, Repayment Mortgage Notes, Leases and Rental Certifications.

Serve as point of contact on all matters relating to affordability controls. It is recommended that the Administrative Agent develop a system to be notified by lenders when a unit is at risk of foreclosure. In the event of a foreclosure, the Administrative Agent should work with the foreclosing institution to ensure that the affordability controls are maintained. The Administrative Agent should seek the counsel of the municipality's attorney on legal matters that threaten the durability of the affordability controls.

Provide annual activity reports to Municipal Housing Liaison for use in the annual COAH monitoring report. An Administrative Agent is responsible for collecting the reporting data on each unit in their portfolio.

Maintain and distribute information on HUD-approved Housing Counseling Programs.

Responsibilities of the Municipal Attorney

The Municipal Attorney assists the municipality with developing, administrating, and enforcing affordability controls, including but not limited to

- Providing all reasonable and necessary assistance in support of the Administrative Agent's efforts to ensure compliance with the housing affordability controls.

Responsibilities of Owners of Rental Units

Open and direct communication between the Owners of rental units, the Municipal Housing Liaison and the Administrative Agent is essential to ongoing administration of affordability controls. Although the Administrative Agent is required to serve as the primary point of contact with households, the Owner must provide the Municipal Housing Liaison and Administrative Agent with information on vacancies. Owners of rental units are also responsible for working with the Administrative Agent to ensure that the Municipal Housing Liaison has all necessary information to complete the annual COAH reporting.

Responsibilities of Landlords and Property Managers

Landlords and property managers must place a notice in all rental properties annually informing residents of the rent increase for the year and the contact information for the Administrative Agent.

D. Affirmative Marketing

Overview of the Requirements of an Affirmative Marketing Plan

All affordable units are required to be affirmatively marketed using Moorestown's Affirmative Marketing Plan. An Affirmative Marketing Plan is a regional marketing strategy designed to attract households of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children to housing units which are being marketed by an Administrative Agent or a developer, sponsor, owner or property manager of affordable housing. The primary objectives of an Affirmative Marketing Plan are to target households who are least likely to apply for affordable housing, and to target households throughout the entire housing region in which the units are located.

Township of Moorestown's Affirmative Marketing Plan for Re-Rentals can be found in the Appendix C.

NOTE: Every Affirmative Marketing Plan and any revisions thereto must be adopted by resolution of the governing body, referenced by ordinance and approved by COAH. A form to help municipalities set up an Affirmative Marketing Plan is available on COAH's website for Administrative Agents. It recommended to include the approved Affirmative Marketing Plan in the Appendix rather than in the text of the Operating Manual so that if any revision is required to the Affirmative Marketing Plan, the manual will not need to be revised, only the insertion in the Appendix.

Every Affirmative Marketing Plan must include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and
- Broadcast of at least one advertisement by radio or television throughout the housing region.
- At least one additional regional marketing strategy such as a neighborhood newspaper, religious publication, organizational newsletter, advertisement(s) with major employer(s), or notification through community and regional organizations such as non-profit, religious and civic organizations.

For each affordable housing opportunity within the municipality, the Affirmative Marketing Plan must include the following information:

- The address of the project and development name, if any
- The number of rental units
- The price ranges of the rental units
- The name and contact information of the Municipal Housing Liaison, Administrative Agent, property manager or landlord
- A description of the Random Selection method that will be used to select applicants for affordable housing.
- Disclosure of required application fees, if any.

Advertisements must contain the following information for each affordable housing opportunity:

- The location of and directions to the units
- A range of prices for the housing units
- The bedroom size(s) of the units
- The maximum income permitted to qualify for the housing units
- The locations of applications for the housing units
- The business hours when interested households may obtain an application for a housing unit
- Application fees, if any

NOTE: It is also recommended that the following information be included in the advertisements:

- Last date applications will be accepted
- Contact number of the Municipal Housing Liaison, Administrative Agent, property manager or landlord
- A statement concerning the availability of credit, budget and/or homeownership counseling services
- If already adopted by ordinance, a statement concerning regional preference.

COAH recommends including the following statement on all advertisements. "Visit www.njhousing.gov for more affordable housing opportunities."

Implementation of the Affirmative Marketing Plan

The affirmative marketing process for affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the Administrative Agent, CGP&H shall undertake all of the strategies outlined in the *Township of Moorestown*'s Rental Rehabilitation Program Affirmative Marketing Plan. Advertising and outreach shall take place during the first week of the marketing

program and each month thereafter until all the units have been rented. Applications for affordable housing shall be available in several locations in accordance with the Affirmative Marketing Plan. The time period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

An applicant pool will be maintained by the Administrative Agent for re-rentals.

When a re-rental affordable unit becomes available, applicants will be selected from the applicant pool and, if necessary, the unit will be affirmatively marketed as described above.

The selection of applicants from the applicant pool is described in more detail in this manual under the section **Random Selection & Applicant Pool(s)**.

FREQUENTLY ASKED QUESTIONS

Question: *How often should we advertise?*

Answer: Administrative Agents responsible for new developments, or newly hired Administrative Agents, must advertise initially to create an applicant pool. For new developments, advertising should begin four months prior to the anticipated occupancy of the units. Advertising should continue monthly until all units are sold or rented. Once all vacant units are filled with eligible households, the Administrative Agent can either close the applicant pool or keep it open. If the applicant pool has sufficient eligible households for approximately two years worth of turnover, COAH recommends that the applicant pool be closed and applications no longer be accepted. In this case, advertising does not need to be conducted until four months before the applicant pool is to be reopened. If the Administrative Agent wishes to keep the applicant pool open, they must conduct some form of advertising on a monthly basis. However, all the components of the Affirmative Marketing Plan do not need to be implemented every month. One strategy can be implemented each month on a rotating basis. The next section provides more information on random selection and applicant pool maintenance to help determine how often advertising should be conducted.

Question: *My county doesn't have a library. How do I comply with the application availability rule?*

Answer: Only 11 of New Jersey's 21 counties have a county library (a list is included on COAH's website for Administrative Agents). If one or more of the counties in a housing region do not have county libraries, applications must be made available at the county administration building.

Question: *Our affordable housing development is very small. It is unnecessary for us to conduct monthly marketing initiatives and the number of applicants in our existing pool already exceeds the two-year rule of thumb. Is there any way for us to maintain compliance without conducting monthly outreach initiatives?*

Answer: COAH suggests that you attempt to partner with other municipalities in your housing region to help defray time and cost or close the applicant pool and do not accept applications until the applicant pool contains fewer applicants and affirmative marketing is implemented.

Question: *We have moderate-income units available, but not low-income units. Can we keep only the moderate portion of the applicant pool open?*

Answer: Yes. In fact, if you regularly have a type of unit that is hard to fill, you may tailor marketing initiatives to fill that type of unit. However, households that submit applications and are not interested or eligible for the targeted unit type must be notified that they will not be placed in the applicant pool until it is reopened for their unit type.

Question: *Are all developments required to conduct affirmative marketing, or just those with a certain number of units, for example, more than five units?*

Answer: All affordable units governed by UHAC are required to be affirmatively marketed. If it is burdensome for a small development to conduct its own affirmative marketing, the municipality and Administrative Agent(s) should consider conducting the affirmative marketing for all the units within the municipality at the municipal level, not at the development level. An alternative is to contract with an Administrative Agent who will do the affirmative marketing for your units as well as other units they manage.

E. Random Selection & Applicant Pool(s)

Initial Randomization

Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:

After advertising is implemented, applications are accepted for up to 30 days. Applicants will be asked where they learned of the housing opportunity. The Administrative Agent will pre-qualify applicants as soon as applications are received, and only place preliminarily income-eligible applications in the lottery, provided that applicants are notified in writing of eligibility and non-eligibility in advance of the lottery.

At the end of the period, sealed applications are selected one-by-one through a lottery (unless fewer applications are received than the number of available units, then all eligible households will be placed in a unit).

Households are informed of the date, time and location of the lottery and invited to attend. A municipal representative is also invited to attend the lottery.

An applicant pool is created by listing applicants in the order selected.

Applications are reviewed for income-eligibility. Ineligible households are informed that they are being removed from the applicant pool or given the opportunity to correct and/or update income and household information.

Eligible households are matched to available units based upon the number of bedrooms needed (and any other special requirements, such as [regional preference or] the need for an accessible unit).

For future re-rentals the Administrative Agent will keep the applicant pool open after the initial lottery and add names to the existing list based on time and date of submission. This procedure may only be followed if the Administrative Agent engages in ongoing monthly affirmative marketing efforts according to the approved Affirmative Marketing Plan to ensure outreach to the housing region.

F. Matching Households To Available Units

In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to implement the following policies:

- Provide an occupant for each unit bedroom;
- Provide children of different sex with separate bedrooms;

- Prevent more than two persons from occupying a single bedroom;
- Require that all the bedrooms be used as bedrooms; and
- Require that a couple requesting a two-bedroom unit provide a doctor's note justifying such request.

The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms, as long as overcrowding is not a factor.

A household can be eligible for more than one unit category, and should be placed in the applicant pool for all categories for which it is eligible.

FREQUENTLY ASKED QUESTIONS

Question: *What happens if a moderate-income household "walks in" (when the applicant pool is closed and no affirmative marketing is being conducted) and I have a moderate unit available with no eligible moderate-income households in the applicant pool?*

Answer: If the Administrative Agent notices that a specific unit type is hard to fill and few eligible households are in the applicant pool, the Administrative Agent should conduct ongoing affirmative marketing for that unit type to ensure a steady stream of certified households and keep the list open for that unit type. The walk-in can be added to the list.

Question: *I am working with an applicant household that requires an accessible unit. Do they skip ahead on the list when an accessible unit becomes available?*

Answer: UHAC does not provide any guidance on this situation. However, COAH suggests that the Administrative Agent consider an accessible unit a unit type, just as a unit is defined by bedroom size. Therefore, if the Administrative Agent is using the initial randomization model, the first household on the randomized list that requires an accessible unit should be selected when an accessible unit becomes available. If the Administrative Agent is using the randomization after certification model, all households of the appropriate size who are in need of an accessible unit, would be selected, and randomized.

Question: *An applicant household has a daughter that has room and board at her college. Can they request a unit that is large enough for her to have a bedroom when she is at home?*

Answer: Yes. If the household has a student away at college who is still claimed as a dependent and maintains the parents' address as a legal address, the student should be counted in the household size.

Question: *Do I have to place a one-person household in a two-bedroom unit if there is no one-bedroom units available or the applicant requests a two-bedroom unit?*

Answer: A household should not be placed in a unit where there is more than one bedroom per household member. In order to deviate from these standards, the Administrative Agent must obtain written approval from COAH. If a development does not have any one-bedroom units, for example, the Administrative Agent should inform one-person households that they will not be offered a unit unless there are no eligible households with more than one person. The Administrative Agent should also refer one-bedroom households to other Administrative Agents within the municipality or region that offer one-bedroom units. The Administrative Agent must demonstrate that every effort has been made to find a household of the appropriate size and composition and that a hardship exists that would justify deviating from the established standard.

Question: *I am working with an applicant household that consists of two parents and five children. This household is applying for a three-bedroom unit. Should this household only be offered a four-bedroom unit?*

Answer: No. The administrator must *strive* to prevent more than two people from occupying one bedroom, as outlined in N.J.A.C. 5:80-26.4(c), but may not force a family to purchase or rent a larger unit as long as it does not violate municipal regulations for over-crowding.

G. Application Fees

The Administrative Agent's fee schedule can be found in the Appendix F.

H. Maximum Monthly Payments

The percentage of funds that a household can contribute toward housing expenses is limited. However, an applicant may qualify for an exception based on the household's current housing cost (see below). The Administrative Agent will strive to place an applicant in a unit with a monthly housing cost equal to or less than the applicant's current housing cost.

UHAC states that a certified household is not permitted to lease a restricted rental unit that would require more than 35 percent of the verified household income (40 percent for age-restricted units) to pay rent and utilities. However, at the discretion of the Administrative Agent, this limit may be exceeded if:

- The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent and the proposed rent will reduce the household's housing costs;
- The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
- The household is currently in substandard or overcrowded living conditions;
- The household documents the existence of assets, with which the household proposes to supplement the rent payments; or
- The household documents proposed third party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the Owner of the unit; and
- The household receives budget counseling.

I. Housing Counseling

The Administrative Agent is responsible for providing housing counseling, or providing referrals for counseling, as a part of the Affirmative Marketing Plan and during the application process. Although housing counseling is recommended, a household is only required to attend counseling if their monthly housing expense exceeds UHAC standards. A HUD-approved housing counseling agency, or a counseling agency approved by the NJ Department of Banking and Insurance, meets UHAC's requirements for an experienced Housing Counseling Agency. If the Administrative Agent is not approved by HUD or by the NJ Department of Banking and Insurance, the Agent will make referrals to one of the HUD-approved housing counseling agencies in New Jersey. This counseling to low- and moderate-income housing applicants will focus on subjects such as budgeting, credit issues, and mortgage qualification, and is free of charge. A list of non-profit counselors approved by HUD and/or the New Jersey Department of

Banking and Insurance is included on COAH's website and is available from the Administrative Agent.

J. The Applicant Interview

Ideally, the prospective applicant will be available to meet with the Administrative Agent to review the certification and random selection processes in detail and ask any questions they may have about the project or the process. However, scheduling time off from work may prove burdensome to the applicant. Applicants may also have mobility issues or special needs that also pose an obstacle to an interview. Therefore, the Administrative Agent is prepared to complete the certification process via telephone and mail. If an interview is to be conducted, the Administrative Agent will attempt to achieve the following objectives:

- Confirm and update all information provided on the application.
- Explain program requirements, procedures used to verify information, and penalties for providing false information. Ask the head of household, co-head, spouse and household members over age 18 to sign the Authorization for Release of Information forms and other verification requests.
- Review the applicant's identification and financial information and documentation, ask any questions to clarify information on the application, and obtain any additional information needed to verify the household's income.
- Make sure the applicant has reported all sources for earned and benefit income and assets (including assets disposed of for less than fair market value in the past two years). Require the applicant to give a written certification as to whether any household member did or did not dispose of any assets for less than fair market value during the past two years.

K. PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION

1. Complete a Household Eligibility Determination Form

The program staff shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income, pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq.. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be

requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.

- A letter or appropriate reporting form verifying monthly benefits such as

  - Social Security or SSI – Current award letter or computer print out letter
  - Unemployment – verification of Unemployment Benefits
  - Welfare -TANF[3] current award letter
  - Disability - Worker's compensation letter or
  - Pension income (monthly or annually) – a pension letter

- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.

- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).

- Evidence or reports of income from directly held assets, such as real estate or businesses.

- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.

- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

Applicants are allowed 30 days to complete the submission of all required documentation. The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

Income

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions

[3] TANF – Temporary Assistance for Needy Families

5. Social security
6. Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
7. TANF
8. Verified regular child support
9. Disability
10. Net income from business or real estate
11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.
13. Rent from real estate is considered income
14. Any other forms of regular income reported to the Internal Revenue Service

Not Income

1. Rebates or credits received under low-income energy assistance programs
2. Food stamps
3. Payments received for foster care
4. Relocation assistance benefits
5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of dependents enrolled as full-time students
11. Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months.

Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

Real Estate Asset Limit

Except for federal programs, if an applicant's primary residence, which is to be sold upon purchase of an affordable unit, has no mortgage debt and is valued at or above the regional asset limit as published annually by COAH with COAH's Annual Regional Income Limits Chart, the household must be determined ineligible for certification.

However, if the applicant's existing monthly housing costs including taxes, homeowner insurance, and condominium or homeowner association fees exceed 38 percent of the household's eligible monthly income, the household will be exempt from the asset limit.

An applicant must provide a recent, Market Value Appraisal or Realtor Comparative Market Analysis, on the home they own unless the applicant has mortgage debt on the home or can demonstrate that the existing monthly housing costs exceed 38 percent of the household's eligible monthly income, in which case the applicant is exempt from the asset limit.

Before obtaining a professional appraisal, the applicant should review the property's tax appraisal and the current market value and compare it to the asset limit to avoid any unnecessary expense. For instance, if homes are commonly selling in the applicant's neighborhood for over $250,000, it is unlikely that an appraisal will determine a value below the asset limit. The maximum asset limit for Region 1 in 2008, for example, is $149,034.

Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Administrative Agent should determine the imputed interest from the value of the property. The Administrative Agent should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

2. **Records Documenting Household Composition and Circumstances**

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
- Adoption papers, or legal documents showing adoption in process
- Income tax return
- Birth Certificate or Passport
- Alien Registration Card

3. Certify the income eligibility of low- and moderate-income households by completing the application form. Provide the household with the original and keep a copy in the project files.

L. Approving or Rejecting a Household

Administrative Agents must notify applicant households of their eligibility within twenty (20) days of the Administrative Agent's determination.

Households with a verified total household income that exceeds 80 percent of the regional income limit for the appropriate family size are ineligible for purchase or rental of restricted units. A letter rejecting the household's application shall be mailed to the household.

Similarly, households with a verified total household income that is within the income limits, but too low to afford any of the units administered by the Administrative Agent shall be sent a letter rejecting the household's application, and/or referring them to housing counseling or the local Affordability Assistance Program.

Households with a verified total household income of less than 80 percent shall be issued a letter certifying eligibility. This certification is valid for 180 days. If the Administrative Agent is unable to place the household in a restricted unit at the conclusion of 180 days, an extension may be granted once the household's eligibility is verified.

Once the applicant is certified and matched to an available unit, the Administrative Agent must secure from the applicant a signed and notarized acknowledgement of their requirements and responsibilities in renting a restricted unit. UHAC's Appendix K shall be forwarded to the applicants.

In addition to non-eligibility based on income, the Administrative Agent may deny a certification because of the household's failure or inability to document household composition, income, assets, sufficient funds for down payment, or any other required facts and information. A household may also be denied certification if the Administrative Agent determines that there was a willful or material misstatement of fact made by the applicant.

M. Dismissal of Applications

Applications can be dismissed for the following reasons:

1. The application is not signed or submitted on time.
2. The applicant commits fraud, or the application is not truthful or complete.
3. The applicant cannot or does not provide documentation to verify their income or other required information when due.
4. The household income does not meet the minimum or maximum income requirements for a particular property.

5. The applicant owns assets that exceed the Asset Limit.
6. The applicant fails to respond to any inquiry in a timely manner.
7. The applicant is non-cooperative or abusive with the staff, property manager or landlord.
8. The applicant changes address or other contact information without informing the Administrative Agent in writing.
9. The applicant does not meet the credit standard or other requirement set forth by managers of rental properties.
10. The applicant fails to verify attendance in a credit counseling program when required to do so by the program rules.
11. The applicant does not respond to periodic update inquiry in a timely fashion.
12. The applicant fails to sign the Compliance Certification, Certificate for Applicant, Lease Document, as may be required.
13. The applicant, once approved, fails to sign the lease in a timely manner.
14. Applicants will also be removed from all lists held by the Administrative Agent once they have been approved for an affordable unit. However, these applicants may re-apply for other opportunities in that municipality once they have occupied their unit.

Applicants who are dismissed must re-apply. A minimum time period of six months applies in most situations where the applicant has been withdrawn for fraud, poor credit, uncooperative behavior or other serious matters. Applicants are not automatically removed from rental lists if they do not respond to a Notice of Availability.

Applications may be held in abeyance for a period not to exceed 60 days if there is an error on the credit report, so that the applicant can correct the error and re-apply. Units will not be held open for that applicant. However, once the credit report is corrected, the applicant will be given a priority for the next opportunity at that property.

N. Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Executive Director of the Council on Affordable Housing (COAH), 101 South Broad Street, P.O. Box 813, Trenton, New Jersey 08615. The Executive Director's written decision, which shall be made within 15 days of receipt of an appeal, shall be a final administrative action of COAH.

FREQUENTLY ASKED QUESTIONS:

Question: *Is it a requirement of UHAC that Administrative Agents meet with applicants in person?*

Answer: Because an applicant interview could prove to be burdensome to many households it is not a pre-requisite to purchase or occupancy, although it is encouraged. Administrative Agents should be prepared to conduct the household certification via mail.

Question: *With households filing taxes through e-filing, we are having trouble getting copies of tax returns. How can we get copies of e-filed tax returns?*

Answer: According to the IRS website, transcripts of previously filed tax returns can be ordered by completing a Form 4506-T or calling (800) 829-1040 and following the prompts in the recorded message. There is no charge for the transcript and you should receive it in 10 business days from the time they receive your request. Tax return transcripts are generally available for the current and past three years.

Question: *How can child support payments that are made in cash be documented?*

Answer: If the applicant is depositing the cash child support payments into a bank account, a series of statements from that account should be used to establish a trend of payments. If not, a notarized statement from the former spouse should be obtained to document the income.

Question: *Is it a requirement that the Administrative Agent always obtain a written statement from the household's employer(s) confirming their income and job status?*

Answer: No. However, when evaluating overtime and other income trends, such as bonuses, working directly with the employer is typically much more efficient and reliable than simply evaluating pay stubs.

Question: *Are there any potential issues with renting to a separated family that has a divorce pending?*

Answer: Yes, until a divorce is finalized, a spouse can make claim on a residence rented by the other spouse. Until a divorce is finalized, it is suggested that Administrative Agents place these types of cases on hold.

Question: *How can income eligibility be established for someone that may have been out of work for two years, but had a job during the most recent tax year?*

Answer: As long as the applicant is currently employed, a series of consecutive pay stubs (at least 3 months) should be used to establish the income of an applicant in this or similar situations.

Question: *Can an applicant for a rental unit be rejected solely because they have Section 8 rental assistance?*

Answer: No. A household receiving Section 8 assistance cannot be rejected based on this status. Discrimination such as this is illegal.

Question: *Can an applicant be required to attend and graduate from a Housing Counseling Program in order to rent a restricted unit?*

Answer: No. A household is only required to attend housing counseling if their monthly housing

expense exceeds UHAC standards. Administrative Agents, however, are required to provide housing counseling or refer applicants to an approved Housing Counseling Program.

Question: *Do households with Section 8 vouchers automatically qualify for affordable housing under UHAC?*

Answer: Yes, a Section 8 voucher is acceptable for income qualification, provided the applicant meets the criteria of the property manager or landlord. The Administrative Agent must still collect income verification documentation to match the household to an appropriately priced unit.

Question: *Can an existing moderate-income tenant be moved to a low-income unit when they can substantiate that there has been a change in their income? If so, can they bypass the random selection process?*

Answer: Yes, an existing tenant household may re-apply for a low-income unit within the same project if they can prove a change in their circumstances. If qualified, the tenant would be added to the applicant pool. The tenant should also be referred to the local Affordability Assistance Program, if available.

Question: *Does the Administrative Agent need to impute the value of a household's stocks as an asset?*

Answer: Only dividends from stock count towards a household's income. IRS Form-1099 from the previous year should be requested from the applicant if it was not part of their initial application.

Question: *Is there a maximum cost for the credit check?*

Answer: No, but the credit check is included in application fees which may total no more than five percent of the monthly rent.

Question: *In order to overcome inadequate or poor credit, can an applicant have a cosigner on a lease?*

Answer: No one outside the household, as certified by the Administrative Agent, may cosign or otherwise be party to any financing or legal instruments.

Question: *Does UHAC set a minimum income for eligibility for affordable housing?*

Answer: No, UHAC does not specify a minimum income for affordable housing units. However, an applicant household must be able to afford the unit and must not pay more than 33 percent for sale units or 35 percent for rental units of its monthly income (or 40 percent for age-restricted units), unless they meet the exemption criteria set forth in N.J.A.C. 5:80-26.7(b) or N.J.A.C. 5:80-26.13(b).

Question: *After I certify an applicant, how long is that certification valid*?

Answer: Pursuant to N.J.A.C. 5:80-26.16(b), an initial certification is valid for 180 days and may be extended for an additional 180 days once the household's eligibility is verified.

Question: *How do I document third-party assistance from a guarantor? For example, a relative is providing funds toward the applicant's monthly payments.*

Answer: In the case of a rental unit, the applicant should demonstrate regular deposits from third party assistance, or a notarized letter from the third party documenting future assistance. The Administrative Agent must receive a copy of the policy regarding guarantors from the developer,

affordable housing provider or owner, so as to assure the policy is applied consistently.

Question: *If an applicant for affordable housing has a "reverse mortgage", how does an Administrative Agent count income from that mortgage?*

Answer: An applicant for affordable housing with a "reverse mortgage" would not be eligible for affordable housing unless that mortgage was satisfied or, at a minimum, a contract for sale of the market unit was in place. "Reverse mortgages" require that the mortgaged property remain the principal place of residence of the person taking the mortgage. Since this is also a requirement of affordable housing only one such residence can be owned or leased at any given time.

Question: *For the purpose of income-qualification, what is considered part-time income of full-time students?*

Answer: Under UHAC, part-time income of persons enrolled as fulltime students, who are reported as dependents to the IRS, is not included in income calculations for determining eligibility. COAH recommends stipulating in the Operating Manual the following criteria in applying this rule:

- A full-time student is a member of the household who is enrolled in a degree seeking program for 12 or more credit hours per semester; and
- Part-time income is income earned on less than a 35-hour workweek.

Please note that full-time income of full-time students is included in the income calculation.

O. Determining Affordable Rents

To determine the initial rents the Administrative Agent uses the COAH calculators located at http://www.state.nj.us/dca/coah/administrators/administrators.shtml.

Pricing by Household Size. Initial rents are based on targeted "model" household sizes for each size home as determined by the number of bedrooms. Initial rents must adhere to the following rules. These maximum rents are based on COAH's Annual Regional Income Limits Chart at the time of occupancy:

- A studio shall be affordable to a one-person household;
- A one-bedroom unit shall be affordable to a one- and one-half person household;
- A two-bedroom unit shall be affordable to a three-person household;
- A three-bedroom unit shall be affordable to a four- and one-half person household; and
- A four-bedroom unit shall be affordable to a six-person household.

Size of Unit	**Household Size Used to Determined Max Rent**
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

The above rules are only to be used for setting initial rents. They are not guidelines for matching household sizes with unit sizes. The pricing of age-restricted units may not exceed affordability based on a two-person household.

Split Between Low- and Moderate-income Rental Units. *At least 50 percent (of the affordable* units within each bedroom distribution (unit size) must be low-income units and at least 10 percent of the affordable units within each bedroom distribution must be affordable to households earning no more than 35 percent of the regional median income. The remainder of the affordable units must be affordable to moderate-income households.

Affordability Average. The average rent for all affordable units cannot exceed 52 percent of the regional median income. At least one rent for each bedroom type must be offered for both low-income and moderate-income units. Calculation of the affordability average is available on COAH's website.

Maximum Rent. The maximum rent of restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of the regional median income.

P. Determining Rent Increases

Annual rent increases are permitted in affordable units. Rent increases are permitted at the anniversary of tenancy according to COAH's Annual Regional Income Limits Chart, available on COAH's website. These increases must be filed with and approved by the

Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. The maximum allowable rent would be calculated by starting with the rent schedule approved as part of initial lease-up of the development, and calculating the annual COAH-approved increase from the initial lease-up year to the present. Rents may not be increased more than once a year, may not be increased by more than one COAH-approved increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

Rehabilitation Program Audit Checklist

	UP-TO-DATE OPERATING MANUAL	Comments
	Income Limits	
	List of Pre-Qualified Contractors	
	Sample Forms and Letters	
	MAINTENANCE OF RECORDS	
	Files To Be Maintained on Every Applicant	
☐	Preliminary Application	
☐	Application Form	
☐	Income Verification	
☐	Letter of Certification of Eligibility or Letter of Determination of Ineligibility.	
	Files to be Maintained on Every Property	
☐	Housing Inspection Report.	
☐	Photographs – Before Certification of Property	
☐	Homeowner's Insurance	
☐	Property Deed	
☐	Eligibility or Determination of Ineligibility	
☐	Work Write-Up/Cost Estimate.	
☐	Applicant/Contractor Contract Agreement.	
☐	Mortgage/Lien Documents.	
☐	Copies of All Required Permits.	
☐	Contractor Requests for Progress Payments.	
☐	Progress Payment Inspection Reports.	
☐	Progress Payment Vouchers.	
☐	Change Orders (If Needed).	
☐	Final Inspection Report.	
☐	Photographs - After	
☐	Certification of Completion.	
	Certification of Release of Contractor's Bond.	
	Rehabilitation Log	
	MONITORING INFORMATION	
	Complete Monitoring Reporting Forms	
	PROGRAM MARKETING	
☐	Annual Public Hearing Notice on Program	
☐	Program Flyer	
☐	Program Brochure	
☐	Flyer mailed Annually to All Property Owners	
☐	Program information available in municipal	
☐	building, library and senior center.	
☐	Program information posted on municipal website.	
	Program posters placed in retail businesses throughout the municipality.	

Rehabilitation Program Audit Checklist
For Rental Units

	UP-TO-DATE OPERATING MANUAL	Comments
☐	Income Limits	
☐	Sample Forms and Letters	
	AFFIRMATIVE MARKETING	
☐	Copies of Ads	
☐	Copies of PSA Requests	
☐	Copies of Marketing Requests	
	RANDOM SELECTION	
☐	Log of Applications Received	
☐	Log of Random Selection Results	
☐	Database of Referrals	
	MAINTENANCE OF RECORDS	
	Files To Be Maintained on Every Applicant	
☐	Preliminary Application.	
☐	Application Form.	
☐	Tenant Information Form	
☐	Income Verification	
☐	Letter of Certification of Eligibility or	
☐	Letter of Determination of Ineligibility	
	Files To Be Maintained on Every Rental Unit	
☐	Base rent	
☐	Identification as low- or moderate-income	
☐	Description of number of bedrooms and physical layout	
☐	Floor plan	
☐	Application materials, verifications and certifications of all present tenants, pertinent correspondence	
☐	Copy of lease	
☐	Appendix K	
	Files To Be Maintained on Every Property	
	Deed	

REHABILITATION PROGRAM OPERATING MANUAL CHECKLIST

Minimum Standards

At a minimum the Rehabilitation Program Operating Manual must clearly describe the procedures and policies for the following:

	Eligible Participants
☐	Categories of Participants –Owners/Renters
☐	Income Limits – The carrying costs of the unit should meet COAH criteria.
☐	Certification of Substandard – List Major Systems
	Available Benefits
☐	Program Financing – Owners/Renters
☐	Program Affordability Controls
☐	Program Affordability Controls – Owner-occupied - Lien
☐	Program Affordability Controls – Renter-occupied – Deed and may include a lien
	Eligible Property Improvements
☐	Eligible property improvements - Sample related work
☐	Ineligible property improvements
☐	Rehabilitation Standard
☐	Certification of Standards required
	Overview of Administrative Procedures
☐	Preliminary Application/Interview – Owners/Renters
☐	Income Eligibility and Program Certification – Documents to be submitted Owners/Renters – period of eligibility
☐	Housing Inspection/Substandard Certification
☐	Ineligible Properties – The total debt must be less than the appraised price.
☐	Work Write-up and Cost Estimate
☐	Contractor Bidding Negotiations – Min 3 Bids/Max # Bids
☐	Contractor Signing/Pre-Construction Conference – indicate # days to begin work and complete work
☐	Progress Inspections
☐	Change Orders
☐	Payment Schedule
☐	Appeal Process – Property Improvements
☐	Final Inspection
☐	Recorded Mortgage, Mortgage Note, Restricted Covenant
	Income Eligibility Certification
☐	Verification documentation required
☐	Eligible Income/Ineligible Income
☐	Appeal Process – Income Eligibility

	Contractor Related Procedures
☐	Standards for contractor selection – 3 recent job references, licenses, evidence of financial stability to secure performance bond, workmen's compensation BI $100,000/$300,000 PD $50,000 minimum
☐	# of proposals required – minimum of 3 - # of days in which to submit bid – bids must fall within max of 10% of cost estimate – award to lowest bidder
☐	Contractor Requirements – work schedule and agreement
☐	List of Pre-qualified Contractors

	Maintenance of Records
☐	List documents to be filed
☐	Rehabilitation Log
☐	Monitoring Information required
	Program Marketing
☐	Notice of Public Hearing
☐	Program Flyer
☐	Program Brochure
	Rental Units
☐	Include overview of local rental process
☐	**Affirmative Marketing**
☐	Approved Affirmative Marketing Plan included
☐	How will re-rentals be marketed?
☐	Will there be a regional preference?
☐	Who will implement marketing re-rentals?
☐	Prepare sample marketing materials, including a sample display ad and PSA
☐	**Random Selection & Applicant Pool**
☐	What level of verification will be completed before the lottery process – pre-application or full applications?
☐	Will the pool of applicants be randomized each time a unit is available?
☐	Will there be categories of applicant pools?
	Matching Households to Available Units
☐	How will households be matched to available units? Will there be categories of applicant pools?
☐	**Household Certification**
☐	Standards for reviewing applicant household eligibility and certifying applicant households
☐	Verification documentation required
☐	Eligible Income/Ineligible Income
☐	Maximum Monthly Payment
☐	Housing Counseling
☐	Basis for Dismissing Applications
☐	Appeals – Income Eligibility

☐	**Determining Affordable Rents**
☐	Determining Initial Rents
☐	Determining Rent Increases
☐	**Application Fees**
☐	**Violations, Defaults and Remedies**
☐	**Maintenance of Records for Rental Program**
☐	List documents to be filed
☐	Monitoring information required
☐	**Appendices**
☐	Mortgage
☐	Deed (Rental Units)

Appendix

A

2018 Annual Illustrative Rents

Illustrative Rents and Sales Prices for Housing Region 5

Table 1. Sample 2018 Income Limits for Region 5

Household Income Levels	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household
Moderate	$48,944	$55,936	$62,928	$69,920	$75,514
Low	$30,590	$34,960	$39,330	$43,700	$47,196
Very Low	$$18,354	$20,976	$23,598	$26,220	$28,318

Source: AHPNJ 2018 Affordable Housing Regional Income Limits by Household Size; April 2018

Table 2. Illustrative 2018 Rent Prices for Region 5

Household Income Levels (% of Median Income)	1 Bedroom Unit Rent	2 Bedroom Unit Rent	3 Bedroom Unit Rent
Moderate (60% of Median)	$983	$1,180	$1,363
Low (50% of Median)	$819	$983	$1,136
Very Low (30% of Median)	$492	$590	$682

Source: Calculations based on AHPNJ 2018 Affordable Housing Regional Income Limits by Household Size; April 2018

Table 3. Illustrative 2018 Affordable Sales Prices for Region 5

Household Income Levels (% of Median Income)	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate (70% of Median)	$147,782	$177,338	$204,924
Low (50% of Median)	$105,558	$126,670	$146,374
Very Low (30% of Median)	$63,335	$76,002	$87,825

Source: Calculations based on AHPNJ 2018 Affordable Housing Regional Income Limits by Household Size; April 2018

Appendix

B

Annual Regional Income Limits Chart

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018

2018 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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase		Regional Asset Limit****
												*Rents***	*Sales****	
Region 1	Median	$63,597	$68,140	$72,682	$81,767	$90,853	$94,487	$98,121	$105,389	$112,657	$119,926	2.2%	5.52%	$175,679
Bergen, Hudson,	Moderate	$50,878	$54,512	$58,146	$65,414	$72,682	$75,589	$78,497	$84,311	$90,126	$95,940			
Passaic and	Low	$31,798	$34,070	$36,341	$40,884	$45,426	$47,243	$49,060	$52,695	$56,329	$59,963			
Sussex	Very Low	$19,079	$20,442	$21,805	$24,530	$27,256	$28,346	$29,436	$31,617	$33,797	$35,978			
Region 2	Median	$66,755	$71,523	$76,291	$85,828	$95,364	$99,179	$102,993	$110,622	$118,252	$125,881	2.2%	1.22%	$182,955
	Moderate	$53,404	$57,218	$61,033	$68,662	$76,291	$79,343	$82,395	$88,498	$94,601	$100,705			
Essex, Morris,	Low	$33,377	$35,762	$38,146	$42,914	$47,682	$49,589	$51,497	$55,311	$59,126	$62,940			
Union and Warren	Very Low	$20,026	$21,457	$22,887	$25,748	$28,609	$29,754	$30,898	$33,187	$35,475	$37,764			
Region 3	Median	$75,530	$80,925	$86,320	$97,110	$107,900	$112,216	$116,532	$125,164	$133,796	$142,428	2.2%	2.37%	$205,458
Hunterdon,	Moderate	$60,424	$64,740	$69,056	$77,688	$86,320	$89,773	$93,226	$100,131	$107,037	$113,942			
Middlesex and	Low	$37,765	$40,463	$43,160	$48,555	$53,950	$56,108	$58,266	$62,582	$66,898	$71,214			
Somerset	Very Low	$22,659	$24,278	$25,896	$29,133	$32,370	$33,665	$34,960	$37,549	$40,139	$42,728			
Region 4	Median	$69,447	$74,407	$79,368	$89,289	$99,209	$103,178	$107,146	$115,083	$123,020	$130,956	2.2%	5.19%	$186,616
Mercer,	Moderate	$55,557	$59,526	$63,494	$71,431	$79,368	$82,542	$85,717	$92,066	$98,416	$104,765			
Monmouth and	Low	$34,723	$37,204	$39,684	$44,644	$49,605	$51,589	$53,573	$57,541	$61,510	$65,478			
Ocean	Very Low	$20,834	$22,322	$23,810	$26,787	$29,763	$30,953	$32,144	$34,525	$36,906	$39,287			
Region 5	Median	$61,180	$65,550	$69,920	$78,660	$87,400	$90,896	$94,392	$101,384	$108,376	$115,368	2.2%	5.05%	$161,977
Burlington,	Moderate	$48,944	$52,440	$55,936	$62,928	$69,920	$72,717	$75,514	$81,107	$86,701	$92,294			
Camden and	Low	$30,590	$32,775	$34,960	$39,330	$43,700	$45,448	$47,196	$50,692	$54,188	$57,684			
Gloucester	Very Low	$18,354	$19,665	$20,976	$23,598	$26,220	$27,269	$28,318	$30,415	$32,513	$34,610			
Region 6	Median	$51,085	$54,734	$58,383	$65,681	$72,979	$75,898	$78,817	$84,655	$90,494	$96,332	2.2%	0.00%	$136,680
Atlantic, Cape	Moderate	$40,868	$43,787	$46,706	$52,545	$58,383	$60,718	$63,054	$67,724	$72,395	$77,066			
May, Cumberland,	Low	$25,543	$27,367	$29,192	$32,840	$36,489	$37,949	$39,409	$42,328	$45,247	$48,166			
and Salem	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 previosuly calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (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, 2016, or 2017 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 previously calculated under N.J.A.C. 5:97-9.3). 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 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.2(c)).

Appendix

C

Affirmative Marketing Plan: See Chapter 97 of the Code of the Township of Moorestown

Appendix

D

List of HUD-Certified Housing Counseling Agencies

This page is located on the U.S. Department of Housing and Urban Development's Homes and Communities Web site at http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?WEBLISTACTION=search&SEARCHSTATE=NJ.

HUD Approved Housing Counseling Agencies

Agencies located in NEW JERSEY

Agency Name	Phone Toll-Free Fax Number Email Website	Address	Counseling Services	Languages
CCCS OF SOUTH JERSEY, DIVISION OF MMI	**P:** 800-873-2227 **T:** **F:** 609-344-5267 **E:** brain.coyle@moneymanagement.org **W:**	312 E. White Horse Pike, Ste. 102 Absecon, New Jersey 08201	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance	- English Only
CHECK- MATE, INC.	**P:** 732-774-3100 **T:** **F:** 732-774-3220 **E:** ernier@check-mateinc.org **W:** www.check-mateinc.org	910 Fourth Avenue P.O. Box 1288 Asbury Park, New Jersey 07712	- Loss Mitigation - Mortgage Delinquency and Default Resolution Counseling - Renters Assistance - Services for Homeless	- Spanish
THE ALLIANCE FOR AFFORDABLE HOMEOWNERSHIP, EDUC & DEV - DBA ALL AHEAD	**P:** 732-774-1717 **T:** **F:** 732-223-5513 **E:** **W:** www.allahead.org	C/o Good Hope Baptist Church 1306 Washington Avenue Asbury Park, New Jersey 07712	- Fair Housing Assistance - Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling	- Creole - French
ATLANTIC HUMAN RESOURCES,	**P:** 609-348-4131-214 **T:**	1 S New York Ave - Suite 303 Atlantic City, New Jersey	- Home Equity Conversion Mortgage Counseling - Home Improvement and Rehabilitation	- Spanish

INCORPORATED	**F:** 609-345-5750 **E:** mrjegsr@atlhmrcs.com **W:**	08401-8012	Counseling - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance	
CCCS OF SOUTH JERSEY, DIVISION OF MMI	**P:** 800-873-2227 **T:** **F:** 609-569-1752 **E:** brain.coyle@moneymanagement.org **W:**	The Berkeley Ctr., 160 Route 9 Bayville, New Jersey 08721	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance	- English Only
JERSEY COUNSELING AND HOUSING DEVELOPMENT, IN	**P:** 856-227-3683 **T:** **F:** 856-228-0662 **E:** Jerseycou@aol.com **W:**	29 S Black Horse Pike Blackwood, New Jersey 08012-2952	- Home Equity Conversion Mortgage Counseling - Loss Mitigation - Mortgage Delinquency and Default Resolution Counseling - Prepurchase Counseling - Renters Assistance	- Spanish
TRI-COUNTY COMMUNITY ACTION AGENCY	**P:** 856-451-6330-259 **T:** **F:** 856-453-9481 **E:** clebron@tricountycaa.org **W:** tricountycaa.org	110 Cohansey St. Bridgeton, New Jersey 08302	- Home Equity Conversion Mortgage Counseling - Mortgage Delinquency and Default Resolution Counseling - Prepurchase Counseling - Renters Assistance	- English - Spanish
JERSEY COUNSELING AND HOUSING DEVELOPMENT, IN	**P:** 856-541-1000 **T:** **F:** 856-541-8836 **E:** JerseyCou@aol.com **W:**	1840 S Broadway Camden, New Jersey 08104-1334	- Fair Housing Assistance - Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Loss Mitigation - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance	- Spanish
NEIGHBORHOOD HOUSING SERVICES OF CAMDEN, INC	**P:** 856-541-0720 **T:** **F:** 856-541-8440 **E:** nhscamden@comcast.net **W:** www.nhscamden.com	601-603 Clinton St Camden, New Jersey 08103-1415	- Fair Housing Assistance - Home Improvement and Rehabilitation Counseling - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Mobility and Relocation Counseling - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Predatory Lending - Prepurchase Counseling	- English - French - Others - Portuguese - Spanish - Vietnamese
NEW JERSEY CITIZEN ACTION	**P:** 800-656-9637 **T:** 800-656-9637	One Port Center Two Riverside Drive, Suite 632	- Home Equity Conversion Mortgage Counseling - Home Improvement and Rehabilitation	- Spanish

	F: 973-643-8100 **E:** application@njcitizenaction.org **W:** www.njcitizenaction.org	Camden, New Jersey 08103	Counseling - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Mortgage Delinquency and Default Resolution Counseling - Predatory Lending - Prepurchase Counseling	
PARKSIDE BUSINESS AND COMMUNITY IN PARTNERSHIP, INC.	**P:** 856-964-0440 **T:** **F:** 856-964-3664 **E:** mlawrence@pbcip.org **W:** www.pbcip.org	1487 Kenwood Avenue Camden, New Jersey 08103	- Homebuyer Education Programs - Money Debt Management - Postpurchase Counseling - Prepurchase Counseling	- English Only
CCCS OF THE DELAWARE VALLEY	**P:** 215-563-5665-2 **T:** 800-989-2227 **F:** 215-563-7020 **E:** customerservice@cccsdv.org **W:** www.cccsdv.org	One Cherry Hill Suite 215 Cherry Hill, New Jersey 08002-	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance - Services for Homeless	- Cantonese - Spanish
THE BUILDING AFFORDABLE COMM (BACH)	**P:** 856-966-0300 **T:** **F:** 856-338-9118 **E:** annmcintyre@bach-nj.org **W:**	400 SOUTH BROADWAY at BENSON Camden, New Jersey 08103	- Homebuyer Education Programs - Marketing and Outreach Initiatives - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance	- English Only
CCCS OF SOUTH JERSEY, DIVISION OF MMI	**P:** 800-873-2227 **T:** **F:** 609-652-2226 **E:** brain.coyle@moneymanagement.org **W:**	3073 English Creek Ave., Ste. 3 Egg Harbor Township, New Jersey 08234	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance	- English Only
GARDEN STATE CONSUMER CREDIT COUNSELING, INC./NOVADEBT	**P:** 866-472-4557 **T:** 866-472-4557 **F:** 732-409-6284 **E:** education@novadebt.org **W:** www.novadebt.org	225 Willowbrook Road Freehold, New Jersey 07728-	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling	- Spanish

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS/MONMOUTH COUNTY DIVISION OF SOCIAL SERVICES	**P:** 732-431-6231 **T:** **F:** 732-431-6266 **E:** jsalton@oel.state.nj.us **W:**	P.O Box 3000 Freehold, New Jersey 07728-	- Home Equity Conversion Mortgage Counseling - Loss Mitigation - Mortgage Delinquency and Default Resolution Counseling - Prepurchase Counseling - Renters Assistance	- English Only
CCCS OF CENTRAL NEWJERSEY, A DIVISION OF FAMILY GUIDANCE CENTER	**P:** 609-586-2574 **T:** 888-379-0604 **F:** 609-586-4759 **E:** cccs@erols.com **W:** www.cccscentralnj.com	1931 Nottingham Way Hamilton, New Jersey 08619	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance - Services for Homeless	- Spanish
THE ALLIANCE FOR AFFORDABLE HOMEOWNERSHIP, EDUC & DEV. DBA ALL AHEAD	**P:** 866-587-4511 **T:** **F:** 732-223-5513 **E:** **W:** www.allahead.org	2517 Hightway 35, Bldg. B, Ste. 303 Manasquan, New Jersey 08736	- Fair Housing Assistance - Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling	- Creole - French
CONSUMER CREDIT AND BUDGET COUNSELING	**P:** 888-738-8233-202 **T:** 888-738-8233 **F:** 888-738-8234 **E:** DEBTonator@cc-bc.com **W:** www.cc-bc.com	299 S. Shore Road, Route 9 South Marmora, New Jersey 08223-0866	- Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Prepurchase Counseling - Renters Assistance	- Spanish
AFFORDABLE HOMES OF MILLVILLE ECUMENICAL	**P:** 856-293-0100 **T:** **F:** 856-293-0101 **E:** ahomeinc@juno.com **W:**	400 East Main St. P.O. Box 241 Millville, New Jersey 08332-	- Fair Housing Assistance - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Predatory Lending - Prepurchase Counseling - Renters Assistance	- Spanish
SENIOR CITIZENS UNITED COMMUNITY SERVICES OF CAMDEN COUNTY, INC.	**P:** 856-456-1121 **T:** **F:** 856-456-1076 **E:** rmonou@scucs.org **W:** community.nj.com/cc/scucs	146 Black Horse Pike Mount Ephraim, New Jersey 08059-2007	- Home Equity Conversion Mortgage Counseling - Home Improvement and Rehabilitation Counseling - Marketing and Outreach Initiatives - Mobility and Relocation Counseling	- Russian - Spanish
NEW JERSEY CITIZEN ACTION	**P:** 800-656-9637 **T:** 800-656-9637	128 Market St. Passaic, New Jersey 07055-	- Home Equity Conversion Mortgage Counseling - Home Improvement and Rehabilitation	- Spanish

	F: 973-643-8100 **E:** application@njcitizenaction.org **W:** www.njcitizenaction.org		Counseling - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Mortgage Delinquency and Default Resolution Counseling - Predatory Lending - Prepurchase Counseling	
CCCS OF NEW JERSEY	**P:** 888-726-3260 **T:** 888-726-3260 **F:** **E:** **W:** www.cccsnj.org	100 West Main St. Somerville, New Jersey 08876	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance	- English Only
CCCS OF SOUTH JERSEY, DIVISION OF MMI	**P:** 800-873-2227 **T:** **F:** **E:** brain.coyle@moneymanagement.org **W:**	106 Apple St., Suite 105 Tinton Falls, New Jersey 07724	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance	- English Only
NEW JERSEY CITIZEN ACTION	**P:** 800-656-9637 **T:** 800-656-9637 **F:** 973-643-8100 **E:** application@njcitizenaction.org **W:** www.njcitizenaction.org	83 Irons Street PO Box 5386 Toms River, New Jersey 08754	- Home Equity Conversion Mortgage Counseling - Home Improvement and Rehabilitation Counseling - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Mortgage Delinquency and Default Resolution Counseling - Predatory Lending - Prepurchase Counseling	- Spanish
OCEAN COMMUNITY ECONOMIC ACTION NOW, INC. (O.C.E.A.N.)	**P:** 732-244-2351 **T:** **F:** 732-557-4120 **E:** pford@oceaninc.org **W:** www.oceaninc.org	40 Washington Street Toms River, New Jersey 08753	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Loss Mitigation - Mortgage Delinquency and Default Resolution Counseling - Prepurchase Counseling - Renters Assistance	- English Only
AMERICAN CREDIT ALLIANCE, INC.	**P:** 609-393-5400 **T:** 800-332-8648 **F:** 215-428-6746 **E:** housing@501plan.org **W:** www.acahomecounseling.com	26 South Warren Street Trenton, New Jersey 08608-2108	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Loss Mitigation - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling	- English - French - Russian - Spanish

CATHOLIC CHARITIES, TRENTON, NJ	**P:** 856-764-6945-26 **T:** **F:** 856-764-6948 **E:** eclark@cctrenton.org **W:** www.catholiccharitiestrenton.org	383 West State Street Trenton, New Jersey 08618	- Fair Housing Assistance - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Mobility and Relocation Counseling - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Predatory Lending - Renters Assistance - Services for Homeless	- English Only
ISLES, INCORPORATED	**P:** 609-341-4733 **T:** **F:** 609-278-6463 **E:** prose@isles.org **W:** www.isles.org	619 Greenwood Avenue Trenton, New Jersey 08609	- Homebuyer Education Programs - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Predatory Lending - Prepurchase Counseling - Renters Assistance - Services for Homeless	- English Only
MERCER COUNTY HISPANIC ASSOCIATION	**P:** 609-392-2446 **T:** **F:** 609-695-7618 **E:** jcarlos@att.net **W:**	200 East State Street, Second Floor P.O.Box 1331 Fleet Bank Building Trenton, New Jersey 08607	- Fair Housing Assistance - Homebuyer Education Programs - Marketing and Outreach Initiatives - Mobility and Relocation Counseling - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Predatory Lending - Prepurchase Counseling - Renters Assistance - Services for Homeless	- Spanish
NEW JERSEY CITIZEN ACTION	**P:** 800-656-9637 **T:** 800-656-9637 **F:** 973-643-8100 **E:** application@njcitizenaction.org **W:** www.njcitizenaction.org	118 W. State Street Trenton, New Jersey 08608	- Home Equity Conversion Mortgage Counseling - Home Improvement and Rehabilitation Counseling - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Mortgage Delinquency and Default Resolution Counseling - Predatory Lending - Prepurchase Counseling	- Spanish
CCCS OF SOUTH JERSEY, DIVISION OF MMI	**P:** 800-873-2227 **T:** **F:** 856-935-3675 **E:** brain.coyle@moneymanagement.org **W:**	Plaza Office Center, #6, 5581 Route 42 Turnersville, New Jersey 08012	- Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance	- English Only

BURLINGTON COUNTY COMMUNITY ACTION PROGRAM	**P:** 609-835-4329-4011 **T:** **F:** 609-835-9647 **E:** mmayhand@yahoo.com **W:** www.bccap.com	One Van Sciver Parkway Willingboro, New Jersey 08046	- Fair Housing Assistance - Homebuyer Education Programs - Loss Mitigation - Mobility and Relocation Counseling - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Predatory Lending - Prepurchase Counseling - Renters Assistance - Services for Homeless	- English Only

Appendix

E

Program Forms

APPLICATION FOR REHABILITATION ASSISTANCE
TOWNSHIP OF MOORESTOWN
RENTAL REHABILITATION PROGRAM

Applicant's Name_____
Last First Middle

Spouse's Name _____
Last First Middle

Address_____
Zip Code

Phone No. _____

Marital Status
Married ( ) Widow or Widower ( ) Divorced ( )
Separated ( ) Single ( )

RENTAL PROPERTY ADDRESS:_____

Number of units:_____ Number of bedrooms per unit:_____

Year Property Was Built:_____Number of units occupied:_____

Current Rents Per Unit: _____ _____

_____ _____

_____ _____

Number of Units Receiving Rent Subsidy: _____

Year Purchased: _____ Purchase Price:_____

Amount of Initial Mortgage:_____ Mortgage Balance: _____

List all liens on property and amount: _____

Please list the names of each tenant and the unit that they reside in:

TENANT	UNIT
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

DEBT SERVICE: Please list the amount that is paid for each service per year:

Real Estate Taxes _____

Liability and Fire Insurance _____

Water/Sewer _____

Trash _____

Electric _____

Heat _____

Hot Water _____

License & Permits _____

Accounting _____

Legal Fees _____

Property Management _____

Other: specify _____

PERSONAL

Bank Accounts:	Name of Institution	Balance
Checking:	_____	_____
Savings:	_____	_____
Other:	_____	_____
Other:	_____	_____

REPAIRS

Please list the type of repairs that you feel this property is in need of:

_____

_____

_____

_____

Include the following documentation with your application. Failure to complete any item or return requested information may cause rejection of your application.

Copy of Deed, Mortgage, Fire and Liability Insurance. Copy of Real Estate Tax Bill, Water and Sewer. Proof of owner's share; bank statement, credit line, etc. Proof of current mortgage and amount. Current copies of all utilities paid by landlord.

I understand that the unit(s) must be continuously occupied by a low-or-moderate income household for 10 years. Rent controls will be placed on each unit participating according to the Council on Affordable Housing Guidelines. I agree to submit annual reports to the Township regarding changes in tenancy.

I agree to provide 50% of the total eligible construction costs and will deposit these funds with the Township at the time of the loan closing. Projects which cannot be brought up to the NEW JERSEY STATE HOUSING CODE, N.J.A.C. 5:28 within the program's funding limits and projects which do not require the repair or replacement of a major system will not be approved.

I certify that the information contained herein is true and accurate to the best of my knowledge. I make this statement willingly and with full knowledge of the penalties under federal and state laws should false information be given.

_____ _____

Signature of Owner Date

_____ _____

Signature of Owner Date

TOWNSHIP OF MOORESTOWN RENTAL REHABILITATION PROGRAM TENANT INFORMATION/APPLICATION

Applicant Income Verification Checklist

The Council on Affordable Housing requires all tenants of property owners applying for a loan under Township of Moorestown's Rental Rehabilitation Program to furnish the following information. All information will be kept strictly confidential and will be used solely for the purpose of qualifying you for the program.

1. The social security number of all tenants.
2. Verification of all household income, which includes, where applicable:
   - Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
   - Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
   - A letter or appropriate reporting form verifying monthly benefits such as
     - Social Security or SSI – Current award letter or computer print out letter
     - Unemployment – verification of Unemployment Benefits
     - Welfare -TANF[1] current award letter
     - Disability - Worker's compensation letter or
     - Pension income (monthly or annually) – a pension letter
   - A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.
   - Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).
   - Evidence or reports of income from directly held assets, such as real estate or businesses.
   - Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
   - Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.
3. A copy of your lease and utility bills.

TOWNSHIP OF
MOORESTOWN RENTAL
REHABILITATION PROGRAM

NAME OF HEAD
OF HOUSEHOLD_____AGE:_____

ADDRESS:_____

PHONE: _____

SPOUSE:_____AGE:_____

OTHER HOUSEHOLD MEMBERS AND AGE:_____

_____

RENT:

Monthly Rent Amount: _____

Do You Have A Lease? _____Term of the Lease: _____

_____

INCOME:

List your household income below and attach copies of Federal Income Tax forms, Four consecutive pay stubs, Social Security award papers, Pension award papers, Unemployment award papers, etc.

IMPORTANT: ALL HOUSEHOLD INCOME MUST BE REPORTED

Name	Amount Per Month	Source

Your landlord is making an application to the Moorestown Township Rental Rehabilitation Program in order to rehabilitate the property that you reside in. Improvements will be made that may include major construction. This program will not cause you to be permanently displaced. Your cooperation in providing necessary income information is essential for eligibility to participate in the program. Your cooperation will also be needed when construction begins in providing access to the unit.

I have read the above notice and agree to provide the necessary information for participation in the Rental Rehabilitation Program. I understand that any false information given will be reason for denial of this application.

_____ _____

Tenant Date

_____

Tenant

FORM OF CERTIFICATE FOR APPLICANTS CERTIFIED TO
RENTAL UNIT, REQUIRED BY SECTION 5:80-26.18(c)(2)

CERTIFICATE FOR APPLICANT

CERTIFIED TO A RENTAL UNIT SUBJECT TO

AFFORDABLE HOUSING RESTRICTIONS

My name is_____and I am making this certificate in connection with my certification to rent the Affordable Housing unit located at _____.

I am aware, as the renter of an Affordable unit, that from this date until _____, 20 as long as I am renting the unit described above, my renting the apartment is subject to the requirements that are listed below:

1. I am required to pay all rent set forth in my lease on time and in the manner provided for in my lease.

2. I know that I am required to live in my apartment, and that I cannot sublease it or rent it out to any other person, not even to members of my family.

3. I know that the maximum rent I am supposed to pay to my landlord is limited by law, that it is announced each year by_____, and that I can call _____ at any time if I have any questions about what rent I am supposed to be paying.

4. I know that I am not allowed to make any improvements to my apartment unless they have been approved in writing by _____.

BE IT REMEMBERED, that on this the_____day of_____, 20__the signer of this Certificate _____ appeared personally before me and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the renter of the Affordable unit that is identified as said renter in the foregoing Certificate, and (ii) and that he/she has executed said Certificate with respect to the lease of the property described in the Certificate and for the purposes described and set forth therein.

_____
Applicant Signature

_____
Date

Sworn to and subscribed before me,_____on the date set forth above.

_____
NOTARY PUBLIC

Township of
Moorestown Case
File Checklist

Name: _____ Phone:_____Case No. _____
Address: _____ Block: _____ Lot: _____
Income: _____ Household size:_____Low:_____Mod:_____Median: _____

_____Application Rec'd
_____Verification Rec'd (Property Owner)
___* Deed
___* Insurance
___* Proof of Income
___* Tax Status
___* Title search - Other liens, etc.:_____
_____Letter of Approval/ Ineligibility Appeal? Y N Outcome: _____
_____Inspection Scheduled for: _____
_____Work Write-up sent to homeowner_____Homeowner Approval Y N
___* Cost Estimate Amount: $_____
_____Photos taken
_____Bid Announcement
_____Bid Spreadsheet
_____Owner Bid Approval Contractor:_____Amount: $_____
_____Award letter to contractor ____Homeowner ____file
_____Change orders $_____
_____Signings: _____Mortgage ____Note _____Borrowers Agree
___Construct. Agree
_____Mortgage filed: Book: _____ Page:_____Amt.: _____
_____Order to Proceed
_____Contractor Start Date _____Finish Date
_____Lead Paint Certification_____Owner/Inspector _____
Contractor:_____
_____Sign offs:
___* Owner
___* Contractor
___* Code Official
___* Rehab Specialist
_____After photos
_____Payment Voucher signed by contractor Amount: $ _____
_____Warrantees _____Copy to Homeowner
_____Invoice and Release of Payment
_____Thank you letters ____Homeowner ____Contractor
_____Historic review
_____Revision of Mortgage necessary?
_____Assignment: _____
_____Other Notes:

TOWNSHIP OF MOORESTOWN HOME IMPROVEMENT PROGRAM

INCOME COVER SHEET

Name of Head of Household:_____Case No._____

Property Address:

_____

Names of all Income Earners in Household:_____

TYPE OF INCOME – annually

	Head of Household	Additional Wage earner	Additional Wage earner
__Salary	_____	_____	_____
__Social Security	_____	_____	_____
__Pension	_____	_____	_____
__Welfare	_____	_____	_____
__Disability	_____	_____	_____
__Workman's Comp	_____	_____	_____
__Alimony	_____	_____	_____
__Child Support	_____	_____	_____
__Interest Income	_____	_____	_____
__Other	_____	_____	_____
__Other Income	_____	_____	_____
__Rental Income	_____	_____	_____

TOTAL ANNUAL INCOME $_____

Total Number of persons who occupy unit

_____

Income Guideline for Low: _____

Income Guideline for Moderate: _____

_____ _____

Homeowner Date **Co-Owner Date**

The household has been determined to be eligible for participation in the Moorestown Housing Rehabilitation Program and qualified as a LOW MOD household. (Circle One.)

_____

Program Administrator Date

TOWNSHIP OF
MOORESTOWN RENTAL
REHABILITATION
PROGRAM

RENTAL PROPERTY
ELIGIBILITY WORK SHEET

Name of Applicant:_____

Address of Property:_____

PROFORMA		
Debt	Income	Property
Mortgage:	Rents:	
Maintenance:	Unit 1	Before Value:
Taxes and Utilities	Unit 2	Est. After Value:
Other	Unit 3	
	Unit 4	
Total	Total	Equity:

TENANTS	
Income:	Qualify, yes/no
Unit 1:	
Unit 2:	
Unit 3:	
Unit 4:	

The Property does/does not qualify

The following units qualify according to tenant income: _____

The following units do not qualify according to tenant income:_____

_____ _____
Program Administrator Date

RENTAL APPROVAL LETTER

_____
_____
_____

Re: Township of Moorestown Rental Rehabilitation Loan Application
Case No. _____

Dear_____:

I am pleased to announce that your application for a Township of Moorestown Rental Rehabilitation Loan has been approved. The no interest deferred payment loan will be due when title to the property from the borrower to another party or interest takes place.

The rental units are to be continuously occupied by a low-or-moderate income household for a period of ten years. The base rent for each unit is listed below, along with the percentage the rent can be increased each year. **You will be required to provide 50% of the total eligible construction costs that will by placed in escrow until the work is completed and inspected.**

Based upon the tenant information that you provided the following units will be eligible for repair:

Unit No.	Tenant Name	Base Rent

PROCEDURE:

- Enclosed for your review and signature please find a Borrower's Agreement, which outlines the program requirements. Please sign where indicated and return. The municipality will then sign the Agreement and a fully signed copy will be returned to you for your file.

- You will be contacted in the near future to make arrangements for an inspection of your property. The program inspector will determine the scope of work to be done. He will prepare a work write-up and cost estimate.

- You will receive a copy of the work write-up and any questions that you might have will be answered for you concerning the proposed work.

- The work will be bid to qualified contractors that are listed with the municipality. The most reasonable low bidder will be recommended. If you prefer another contractor that has placed a higher bid you have the option to pay the difference in bids and contract with the higher bidder.

- Once a contractor has been chosen arrangements will be made to sign the necessary contracts. This will include: Mortgage, Note, Affordability Control Agreement, Construction Agreement, and Proceed Order.

- The contractor will be given 90 days to complete all the work. He will be paid in progress payments after the work has been satisfactorily inspected by the local code official(s) and the Rehabilitation Specialist.

I look forward to proceeding with you on this project. I will contact you in the near future to arrange for an inspection. Should you have any questions in the meantime please contact me at (____)_____.

Sincerely,

Program Administrator

TOWNSHIP OF MOORESTOWN RENTAL REHABILITATION PROGRAM

CERTIFICATION OF SUBSTANDARD

This certifies that the property located at_____has health and code violations and that at least one of the following systems need to be replaced or repaired:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Lead paint abatement
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

Construction Official/Rehabilitation Specialist

RENTAL BORROWERS AGREEMENT
BY AND BETWEEN
TOWNSHIP OF
MOORESTOWN AND

THIS AGREEMENT, entered into on this the day of by and between

The Township of Moorestown, with offices at, New Jersey (hereinafter referred to as "Municipality")

and (hereinafter referred to as

"Owner(s)"):

WITNESSETH THAT:

WHEREAS, the Municipality has entered into an Agreement with the Council on Affordable Housing (hereinafter "COAH") to carry out a Rental Rehabilitation Program (hereinafter "Program") for the substantial renovation of homes and,

WHEREAS, the Municipality has established policies and procedures for Implementation of a Program, which is designed to provide for the equitable distribution of funds and specific use of those Funds for the correction of code deficiencies; and

WHEREAS, the Procedural Manual calls for specific terms and conditions for participation in the Program, including this Agreement; and

WHEREAS, the Owner has been deemed eligible by the Municipality to participate in the Program

WHEREAS THE property ("Property") which is the subject of the Loan and this Agreement is described as follows:

See attached Schedule C

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL AGREEMENTS MADE HEREIN, THE MUNICIPALITY AND OWNER AGREES AS FOLLOWS:

1. Owner acknowledges and agrees that the purpose of said Loan is to provide funds for the rehabilitation and completion of renovations to the Rental Property as low to moderate income housing which meets the income eligibility requirements specified by the Uniform Housing Affordability Controls (U.H.A.C.), established by COAH and in compliance with the COAH guidelines, and that as a condition of said Loan, the rental, leases, use, and occupancy of the Property is limited to those persons who meet the income eligibility requirements of the U.H.A.C. and comply with COAH guidelines, the terms of which are incorporated into this Agreement as if more fully set forth at length herein. The Owner's agreement to abide by and comply with the income eligibility requirements and guidelines is evidenced by and set forth in the Deed Restrictions ("Restrictions") executed by the Owner and intended to be recorded as an encumbrance against the Property.

2. Owner further acknowledges and agrees that, as a condition of said Loan, Owner must provide to Municipality, on each anniversary date of the Loan for a period of ten (10) years from the date hereof, verification in a form specified by and acceptable to Municipality and COAH, that all rentals, leases, uses, and occupancies of said property comply with the terms, limitations and conditions of the Loan and the U.H.A.C.

3. Owner further acknowledges and agrees that it shall be a breach of the terms of the Loan and this Agreement if: (a) Owner fails to comply with the use, and occupancy income verification requirement; or (b) the present and future rental, sale, lease, transfer, use, and occupancy fail to comply with the terms, limitations and/or conditions of the Loan; all in accordance with the U.H.A.C. and COAH guidelines. Any such violation shall constitute a default and non-compliance in the terms of the Loan and this Agreement, in the sole discretion of Municipality. Upon such default and non-compliance, Municipality shall have the right to declare the entire amount of the Loan balance, including any outstanding principal and interest due thereon, due and payable immediately, institute a recapture of the funds through a demand for immediate repayment, and Owner shall be obligated to repay said funds to Municipality.

4. The Owner, in consideration of the Municipality using Funds to provide an interest-free Deferred Payment Loan, shall be obligated to incur costs for the

rehabilitation of buildings, installation and repair of fixtures and/or otherwise upgrading and improvement of the property of the Owner. The cost of these improvements shall be funded in part with a Rental Rehabilitation Loan made by the Municipality. The Owner agrees to fund 50% of the total construction costs and deposit same in escrow with the Township of Moorestown at the time of loan closing. This Loan shall be in the amount of $_____.

5. It is understood and agreed that improvements and upgrading referred to hereinabove must be made to correct existing or incipient building code deficiencies in order for the rental units to meet the NEW JERSEY STATE HOUSING CODE, N.J.A.C. 5:28. In no case, can improvements be made with Program Loan Funds, which are "ineligible improvements" as described in the Policy and Procedure Manual.

6. Owner agrees to repay the Loan to the Municipality when title to his or/and her property improved with Loan funds is transferred/sold by the Owner to another party or interest.

THE conditions, restrictions, terms and provisions contained in this Agreement are intended to be real covenants and shall run with the land and shall be binding mutually on Owner, their heirs, executors, administrators, successors and/or its assigns and Municipality, its successors and/or assigns and shall continue to be effective so long as the Loan is outstanding.

IN WITNESS WHEREOF, the Parties to this Agreement are legally bound and have executed this Agreement as of the date first above written.

_____
Property Owner (Owner)

_____
Property Owner (Owner)

_____ _____
Address of Property BLOCK LOT

TOWNSHIP OF MOORESTOWN RENTAL REHABILITATION PROGRAM SUBORDINATION POLICY INSTRUCTIONS

Township of Moorestown will review requests to subordinate this loan to subsequent mortgages. The Township of Moorestown COAH will review all requests. The applicant must submit to the Program Administrator a written subordination request and provide a current title search and property appraisal. In order for the Township to approve the request, the Township must be subordinate to no more than two loans and there must be sufficient equity in the property. The appraisal must show that the new loan plus the balance on the old loan does not exceed 95% of the appraised value of the unit.

Owner Signature_____ Date_____

Owner Signature_____ Date_____

OWNERS ACCEPTANCE OF WORK WRITE-UP

Date

Dear Homeowner,

Enclosed, please find a copy of the work write-up that was prepared as a result of the inspection performed on your home. The inspector is required to include all code violations as necessary repairs. Please understand that **the program requires that only specific items be addressed with program funds**. Additionally, **the program also requires that specific code items be corrected**. For this reason, the write-up consists of both and code items.

The inspector who prepared the work write-up for your home will determine the cost estimate. It reflects his opinion of what repairs will cost. This is **just an estimate** and will differ from the actual bid amounts submitted. Please do not share this estimate with any contractor; doing so would constitute collusion. This number is simply for your review and to give the program an idea of what the approximate cost of rehabilitating your home will be.

A final eligibility requirement of the program was to conduct a title search of your property. This insures that there is sufficient equity in your property to support the required program lien (previously completed).

Please read the enclosed document very carefully. If you are in agreement with the proposed write-up being put out to bid as is, kindly sign the form where indicated and return it to my office at the address listed below within 10 days of receipt of this letter. <u>Please note</u>: some items may need to be adjusted later to account for budgetary concerns.

If you have questions about any items on the list, please make a note on the sheet you send back to be included in your file. Additionally, if any work has been completed since the work write-up, please list that also. If there are no specific adjustments, then the bid will be distributed as is. Thank you for your time and consideration.

Sincerely,

Program Administrator

cc: Homeowner file

TOWNSHIP OF MOORESTOWN RENTAL REHABILITATION PROGRAM REQUEST FOR REHABILITATION BID AND BID ANNOUNCEMENT

Date: **Case No:**
Homeowner: **Phone No.:**

Address of Property to be Rehabilitated:

Dear Rehabilitation Contractor:

The property owner listed above has requested that you provide a bid on the above-referenced job as a part of the Township of Moorestown Rental Rehabilitation Program.
Attached please find the bid package, which includes the project Work Write-up, Bid Procedures and Standard Specifications. Contact the homeowner to schedule a time to view the property. If you have any questions regarding bid procedures please contact the Program Administrator at (___)_____.

Township of Moorestown will receive and open sealed bids for this project on _____(date) at_____(time) in the Township of Moorestown Rental Rehabilitation Office,_____. The bids will be received on behalf of the homeowner according to the Policy and Procedural Manual for the Rental Rehabilitation Program. No Bids will be accepted after the aforementioned date and time. No bids will be accepted unless they are placed in a sealed envelope clearly stating the word "BID", as well as the contractor's name, and the address of the home to be rehabilitated on the front.

Completed bid packages may be hand delivered or mailed to:

Rental Rehabilitation Program
Township of Moorestown
Office Hours: Monday - Friday 8:30 a.m. - 4:30 p.m.
Att: Program Administrator

TOWNSHIP OF
MOORESTOWN RENTAL
REHABILITATION PROGRAM
BIDDING PROCEDURES AND CONTRACTOR RESPONSIBILITIES

Upon approval by the homeowner, a bid notice is sent to interested contractors on the Approved Municipal Contractor List. The sealed bids are opened at a public bid opening. Generally, the lowest responsible bid from a qualified contractor will be chosen. If the homeowner selects a higher bid, the homeowner must pay the difference between the chosen and the lowest responsible.

The following is a brief description of the bidding procedures and contractor responsibilities for a case funded through the Rental Rehabilitation Program:

1. General: The work shall include paying for and furnishing all necessary permits, licenses, labor, materials, fixtures and equipment, necessary for the satisfactory completion of the rehabilitation of the property identified in the Work Write-up. **Standard specifications are included in the bid packages mailed to the contractors**. Workmanship shall be properly done in accordance with quality standards of the involved trades known as a "workmanlike manner". Inferior workmanship will not be accepted.

2. All bids must be completed on the work write-up sheet supplied and must be totaled individually. Contractor's letterhead proposals will not be accepted. It is the responsibility of the contractor to total each bid correctly. Failure to do so can result in the loss of an award. Each bid submitted should have the name and address of the contractor on the last page. All bids must be submitted by the prevailing date and time specified. Each bid packet should be sealed in an envelope with the name and address of the contractor and words "Bid" clearly written on the outside. The address of the property being bid should be written on the outside of the envelope.

3. Examination of Site: Prior to bidding, all contractors are requested to visit the site, to compare the specifications and conditions. The contractor shall be responsible for checking and verifying all measurements and quantities of materials as listed in the Work Write-up. After the bid is awarded changes to the work, including substitutions of materials, workmanship or equipment required by the specifications, or changes in the scope of the work as described, shall be submitted in writing as a Change Order by the contactor to the Program Administrator. Changes shall be approved in writing by the homeowner, contractor, and the Rehabilitation Specialist before work is started.

4. The contractor shall furnish evidence of a valid current Insurance Policy which protects the property owner for not less than $100,000/$300,000 in the event of bodily injury, including death, and $100,000 in the event of property damage arising out of the work performed by the contractor. The contractor shall carry or require that there be carried full and complete Workmen's Compensation Insurance for all of his

employees and those of his Sub-contractors engaged in the work. Current liability insurance certificates must be on hand in this office before any awards are given.

5. Bidding privileges may be denied due to poor references, too many outstanding projects with the Township, listing on the debarred List, chronic poor time performance, homeowner complaints, failure to obtain permits, failure to pay sub-contractors, and/or poor workmanship.

6. The contractor is responsible for notifying the Program Administrator when ready for an inspection. It is required that the permits be closed out prior to requesting a final inspection. No funds will be released to the contractor until specified work according to the contract is inspected and satisfactory. It is important that all work is completed according to the work write-up **BEFORE** requesting an inspection. If a Punch List is necessary, the contractor will be charged $100.00 for each additional inspection plus travel expense for the inspector to make a return trip.

7. *All contractors must now be registered with the State of New Jersey under the recently enacted P.L. 2004, c.57 and in addition, Home Improvement Contractors must register with the New Jersey Division of Consumer Affairs.*

8. Common Bidding Errors:

- PENCIL – Never use a pencil. Pencil marks can be erased. All bids should be written in pen.
- CORRECTIONS – If you make an error and have to correct it, draw a line through the error and initial it. This protects you so that someone else cannot change your bid.
- BIDDING EACH ITEM – Each item is numbered on the bid sheet (work write-up). Each item must be bid even if it is part of a larger scope of work. The Program Administrator must know how much an item cost in case of change orders. Also if an item is missed it can result in the loss of an award.
- IDENTIFY YOUR BID AND TOTAL CORRECTLY – Your name should appear on each bid and please review your figures to make sure you added correctly. An incorrect total can cause a loss of an award.
- PERMIT, DUMPSTER FEES, ETC, - No items should be added to your bid. Although you are responsible for the permits, etc. you should include this cost in with your individual items.
- ADDING ITEMS TO THE BID – If you feel that an item is not specific enough or should have included additional work **do not write it on the bid** and include an additional price. This will only cause you to lose a bid. Questions concerning construction can be dealt with after the bids are opened.
- NO LETTERHEAD AND SEALED BIDS – bids must be presented on the bid sheet provided. Bids placed on a contractor's letterhead will not be accepted and bids must be submitted in a clean sealed envelope. Do not submit an envelope that has been opened and resealed with tape.

TOWNSHIP OF MOORESTOWN RENTAL REHABILITATION PROGRAM BID ACCEPTANCE FORM

Homeowner Case No.

Property Address

On_____bids were received and opened for the rehabilitation work on your property under the Rental Rehabilitation Program. The results of the bids are as follows:

The contractor,_____, is the most reasonable low bidder. You have the right to accept another bidder however, you will responsible for the difference in bids.

Please complete the bottom portion of this letter and return one copy in the enclosed return envelope. Upon receipt of this form a preconstruction conference will be scheduled. The conference will be held to review the work write-up, the Construction Agreement, the mortgage and mortgage note. These documents will be signed at that time by the appropriate parties and copies distributed.

___I accept the low bid amount of $_____made by_____.

___I prefer another contractor other than the low bidder. I choose the bid amount of $_____made by_____understanding that we/I will be obligated to pay the difference of $_____by certified check or money order made payable to the municipality. The check must be brought to the preconstruction conference and will be held in escrow until the contractor's first request for payment.

_____ _____

Homeowner Date

TOWNSHIP OF MOORESTOWN
RENTAL REHABILITATION PROGRAM
GENERAL CONTRACTOR APPLICATION

NAME OF FIRM: _____

ADDRESS: _____

PHONE: (_)_____CONTACT PERSON:_____

PRINCIPALS OF
FIRM:_____

IS THIS COMPANY INCORPORATED?_____FEDERAL ID#_____

INSURANCE COMPANY:_____POLICY #_____

LIABILITY & COMPREHENSION INSURANCE COVERAGE $_____

IS COMPANY BONDED?_____AMOUNT OF BOND $_____

DO YOU USE SUB-CONTRACTORS?_____PLEASE LIST:_____

_____

_____

HAVE YOU EVER BEEN DEBARRED FROM FEDERAL PROGRAMS?_____IF SO

WHEN, AND THROUGH WHAT PROGRAM:_____

HAVE YOU EVER BEEN RESTRICTED FROM OR REMOVED FROM ANY PROJECT? _____
IF SO, WHEN AND WHERE_____

ARE YOU OR ANY OF YOUR EMPLOYEES RELATED TO ANY TOWNSHIP OFFICIAL? ____
IF SO, GIVE NAME OF PERSON AND RELATION_____

STATISTICAL DATA:
GENDER: MALE OWNED_____FEMALE OWNED_____

ETHNICITY: WHITE_ BLACK___NATIVE AMERICAN_____
HISPANIC_____ASIAN/PACIFIC ISLANDER_____

_____

Contractor Application

LOCAL, STATE AND FEDERAL REFERENCES

1. NAME OF AGENCY:_____

ADDRESS: _____

PHONE: (_)_____CONTACT PERSONS:_____

DATES OF CONTRACTS: _____

TYPE OF WORK: _____

OFFICE USE ONLY:

---

2. NAME OF AGENCY: _____

ADDRESS: _____

PHONE:_____CONTACT PERSONS:_____

DATES OF CONTRACTS: _____

TYPE OF WORK: _____

OFFICE USE ONLY:

PRIVATE WORK REFERENCES

1. NAME: _____

ADDRESS: _____

PHONE: (____)_____TYPE OF WORK: _____

DATE: FROM_____TO _____

---

2. NAME: _____

ADDRESS: _____

PHONE: (____)_____TYPE OF WORK: _____

DATE: FROM_____TO _____

3.NAME:_____

ADDRESS:_____

PHONE:_____TYPE OF WORK:_____

DATE: FROM_____TO _____

PLEASE ATTACH A COPY OF YOUR LIABILITY AND WORKMEN'S COMPREHENSIVE INSURANCE

I CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

_____ _____

PRINT NAME SIGNATURE

_____ _____

DATE TITLE

BID SPREAD SHEET
Township of Moorestown Rental Rehabilitation Program

Page_____of _____

PROPERTY **CONTRACTOR**				
ADDRESS				

Date:_____Program: _____

No. of Properties Bid _____ No. of Contractors _____

Present:_____

_____

_____

_____

_____

TOWNSHIP OF
MOORESTOWN RENTAL
REHABILITATION NOTICE
TO PROCEED

Date Case No.

Property Owner's Name

Address of Property Assisted by the Program

Dear Contractor:

This notice authorizes you to obtain local permits, if necessary, and begin the rehabilitation work on the above referenced property according to the work write-up and specifications in the Construction Agreement dated_____. Please note you must begin the rehabilitation work within fifteen (15) days of this Notice to Proceed and complete same no later than ninety (90) days after the work commences.

Should you require additional information, do not hesitate to call me at _____.

Sincerely,

Program Administrator

TOWNSHIP OF MOORESTOWN
CONSTRUCTION AGREEMENT
RENTAL REHABILITATION PROGRAM

AGREEMENT made this the day of , by and between

(hereafter the OWNER) and

(hereafter the CONTRACTOR):

WITNESSETH:

WHEREAS, the Township of Moorestown, hereafter known as "Municipality" has Established a program to provide funding for Moorestown Rental Rehabilitation Program; and

WHEREAS, the OWNER has been found to be eligible to obtain funds provided in whole or in part by said Municipality for the purpose of rehabilitating their property at:

WHEREAS, the CONTRACTOR warrants that he is qualified to perform the work specified herein; and

WHEREAS, certain funds to accomplish the rehabilitation are allocated by the Municipality which shall act as Escrowee only. NOW, THEREFORE, THE PARTIES MAKE THE FOLLOWING CONSTRUCTION AGREEMENT, WHICH IS A CONTRACT LEGALLY BINDING UPON ALL PARTIES WHO SIGN IT AND ALL WHO SUCCEED TO THEIR RIGHTS AND RESPONSIBILITIES.

THE PARTIES AGREE AS FOLLOWS:

1. **Specifications and Description of Work:**

   CONTRACTOR agrees, for the sum of $ to perform in a a good and workmanlike manner, the renovations indicated and specified in the Work Write-Up dated_____attached hereto as Exhibit "A"

The OWNER hereby accepts the Proposal by CONTRACTOR for the above price.

2. Time for Performance

a. CONTRACTOR shall commence work only upon receipt of an Order to Proceed from the OWNER, which Order shall be issued within 15 days from the date of signing of this Agreement. In the event the OWNER fails to issue such. Order in a timely fashion, CONTRACTOR shall thereupon have the option of withdrawing his Proposal, and this Agreement shall then become null and void, and both Parties relieved from any further liability hereunder, and the funds allocated for such work shall be released by the Municipality from escrow status and the same shall become available for reallocation to another qualified resident.

b. CONTRACTOR shall commence work within 15 days after receipt of the Order to Proceed. In event of default hereunder, OWNER shall have the option to then declare this Agreement null and void and, thereupon, shall be able to seek another Contractor.

c. The CONTRACTOR shall satisfactorily complete the work herein specified within 90 days after receipt of the Order to Proceed. Unless notice in writing is submitted to the Municipality stating extraordinary circumstances delaying completion, as described in Paragraph 14, and an extension is granted, then the CONTRACTOR shall be penalized $100.00 per day for each day that the work is not satisfactorily completed. This penalty shall be deducted from the final payment.

3. Equal Employment Opportunity:

Executive Order #11246 attached hereto and made a part hereof shall apply and be made a part of all contracts when the sum to be charged for the work is $10,000 or more.

4. Federal Labor Standards:

The Federal Labor Standards Provisions shall apply to all contracts where the structure will contain 8 or more units after rehabilitation.

5. Insurance:

The CONTRACTOR shall:

a. Furnish evidence of comprehensive general liability insurance including manufacturers and contractors liability and completed operations coverage protecting the OWNER, for not less than:

1) $100,000/300,000 in the event of bodily injury, including death
2) $50,000 in the event of property damage

b. Furnish evidence of automobile liability coverage with non-ownership endorsement protecting the OWNER, for not less than:

1) $100,000/300,000 in the event of bodily injury, including death
2) $50,000 in the event of property damage

c. Furnish evidence of Workmen's Compensation coverage, and require that such coverage be carried by sub-contractors.

d. Carry during the life of the Contract, Constructural Liability Insurance to protect and hold harmless the OWNER, in accordance with Section 5A of this Agreement.

The OWNER shall:

a. Carry fire insurance in the full amount of the contract, to protect himself and the CONTRACTOR.

6. Permits and Codes:

CONTRACTOR shall:

a. Obtain and pay for all permits and licenses necessary for the completion and
. execution of the work to be performed.

b. Perform all work in conformance with applicable local codes and requirements whether or not covered by the Work Write-Up.

7. Homeowner/Contractor Cooperation:

CONTRACTOR shall:

a. Keep the premises broom-clean and orderly during the course of the work, and

remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR, unless otherwise specified.

OWNER shall:

a. Cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as necessary. OWNER shall also permit the CONTRACTOR to use, at no cost, existing utilities such as light, heat, power and water necessary to the carrying out and completion of the work.

b. The premises are to be occupied (X) vacant ( ) during the course of the construction work.

c. The OWNER shall make the premises available for work between the hours of 8:00 A.M. to 4:00 P.M., and no work shall be done after 4:00 P.M. other than with prior consent of the OWNER.

8. Assignment:

CONTRACTOR shall not assign this Agreement without written consent of the OWNER and the Municipality.

9. Guarantees:

CONTRACTOR shall guarantee the work performed for a period of one year from the date of final acceptance of all work required by the Agreement. CONTRACTOR shall furnish the OWNER, care of the Municipality with all manufacturers' and suppliers' written guarantees and warrants covering materials and equipment furnished under the Contract. This shall include roofing warranties (if applicable) not contingent upon manufacturer's warranty, for workmanship for ten years for a bituminous membrane roof (flat), or twenty years for a pitched roof.

10. Liens:

First payment shall not be due until the CONTRACTOR has delivered to the OWNER, and OWNER has delivered to the Municipality either (a) a complete release of all liens arising out of this Agreement; or (b) receipt in full covering all labor and materials for which a lien could be filed.

11. Indemnification:

The OWNER and the CONTRACTOR agree to hold and save harmless the Municipality from any and all loss, cost or damage of every kind, nature or description arising under this Contract or from source whatsoever.

12. Inspections:

CONTRACTOR shall permit the Municipality or it's designees to examine and inspect the rehabilitation work. This shall include plumbing inspections by the Municipality before "closing in" of water service, underground soil pipe or sewer lines, or drain lines in bathroom floors.

13. Changes and Modifications:

OWNER shall not permit any changes or additions to the Agreement, Work Write-Up or Plans, without written approval of the CONTRACTOR and the MUNICIPALITY. If any changes are approved, a Change Order must be signed by the OWNER, CONTRACTOR, PROGRAM ADMINISTRATOR, AND INSPECTOR, and work will not be started until such time as sufficient funds are deposited in the Escrow Account of the Municipality, and the Municipality has so notified the OWNER in writing. Any agreements between the CONTRACTOR and the OWNER for "side work", outside the scope of the Program's work write-up, and funded entirely by the homeowner, must be documented and submitted to the Program Administrator. The municipality shall not be held responsible for any work performed by the CONTRACTOR that is not part of the work write-up and/or approved change order.

14. Resolution of Disputes:

Should any dispute arise respecting the true meaning of the Work Write-Up, or should any dispute arise respecting the true value of the extra work or of the work omitted, or of improper workmanship or materials, or of any loss sustained by the OWNER, the OWNER may request a hearing before the Municipality. Such request must be made in writing and shall state the nature of the dispute. All parties to the dispute shall be notified in writing of the date and location of the hearing to be held by an arbitration committee consisting of three members. A decision will be rendered by the committee with no further recourse by the appellant(s).

15. Payment Schedule:

a. The CONTRACTOR will ordinarily be paid the Contract price in one lump sum amount after the work is inspected for satisfactory completion in accordance with the Work Write-Up. If payment is to be made in progress payments as the work progresses, the schedule below will specify the draws by which payment will be made and the percentage (or amount) of the contract price that will be paid for the satisfactory completion of each draw. The Municipality will endeavor to make payments to the CONTRACTOR within 20 days after the Municipality.

accepts the work as complete, and in accordance with the Work Write-Up. Final payment on the contract will only be made after final inspection and acceptance of all the work to be performed by the CONTRACTOR, and the CONTRACTOR has furnished the OWNER, at the address below, satisfactory releases of liens or claims of liens by the CONTRACTOR, sub-contractor, laborers and material suppliers for the completed work or installed materials under this Agreement. If the final inspection is called by the CONTRACTOR and inspection by the Home Improvement Office reveals incomplete work items or unsatisfactory work, the CONTRACTOR shall be assessed a penalty of $100.00 plus travel expenses, for each inspection, which will be paid by the CONTRACTOR directly to the Inspecting Agent or his/her representative. This penalty shall be paid before final payment to the CONTRACTOR is released.

b. Schedule of Payments (if applicable):

Draw No. 1_____ Draw No. 3 _____

Draw No. 2_____ Completion _____

c. If the work has been substantially completed but full completion is delayed through no fault of the CONTRACTOR, the CONTRACTOR shall receive payment for no more than 80% of the value of the completed, inspected, and accepted work as determined by the Municipality and remaining money shall remain in escrow with the Municipality for release upon full completion, inspection and acceptance of all work.

16. Extensions

If the CONTRACTOR is unable to complete and portion of the work due to inclement weather, lack of material caused by strikes, beyond his control and extension to the completion date may be given upon application to the OWNER and the Township , in writing, citing the reason therefore; whereupon, if approved, OWNER and the Municipality may grant up to two, 30-day periods by way of extension.

17. Termination of Contract:

a. The following acts of the CONTRACTOR shall be cause for termination of the Contract:

1) If CONTRACTOR should be adjudged a bankrupt or make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency.

2) If CONTRACTOR should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials (unless the delay is beyond his control).

3. If CONTRACTOR should fail to make prompt payments to sub-contractors for materials or labor.

4. If CONTRACTOR should persistently disregard the law and ordinances of the Municipality wherein the property is being erected.

5. If CONTRACTOR should violate the provisions of this Contract.

6. Upon any of the above happenings, the OWNER may, after obtaining the approval of the Township with prejudice to any other right or remedy, terminate the Contract. OWNER shall give CONTRACTOR ten days written notice of his intentions to terminate. This notice shall be mailed to the address listed in this Contract. OWNER shall, after the ten days, take possession of the premises and of all materials, tools & appliances thereon, and request the Director resubmit, for open bids to complete work. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall not exceed the expense of finishing the work, including compensation for additional managerial and administrative service, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

18. Entire Agreement:

The Parties agreed that this Agreement, including the Bid, Proposal and Work Write-Up, constitutes the entire Agreement between the OWNER, and the CONTRACTOR, and no representation or warranty shall be binding upon either party, unless included herein. This Agreement replaces and cancels any previous oral or written Agreement between the Parties.

19. Each Person Liable:

This Agreement is legally binding upon the CONTRACTOR and all who succeed his responsibilities (such as heirs or executors).

20. Invalidity:

If any of the provisions of this Agreement are declared to be invalid by a Court of competent jurisdiction, it shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.

21. Signatures:

CONTRACTOR and OWNER agree to the terms of this Agreement. This Agreement is a legally binding Contract, and each Party has the right to consult an attorney before signing this Agreement.

Name of Contractor	Name of Owner
Signature of Contractor (Seal) where the Contractor is incorporated, an officer of the corporation must sign	Signature of Owner
Title (if officer of corporation)	Signature of Owner
Address of Contractor	Address of Owner
Date	Date
Witnessed by	Witnessed by

TOWNSHIP OF
MOORESTOWN
CONSTRUCTION AGREEMENT
ADDENDUM

CHANGES AND MODIFICATIONS

OWNER shall not permit any changes or additions to the Agreement, Work Write-Up or Plans, without written approval of the *CONTRACTOR* and the *TOWNSHIP OF MOORESTOWN*. If any changes are approved, a Change Order must be signed by the *OWNER, CONTRACTOR, PROGRAM ADMINISTRATOR AND*
REHABILITATION SPECIALIST, and work will not be started until such time as sufficient funds are deposited in the Escrow Account of the Municipality, and the Municipality has so notified the OWNER in writing. Any agreements between the *CONTRACTOR* and the *OWNER* for "side work", outside the scope of the Program's work write-up, and funded entirely by the homeowner, must be documented and submitted to the Program Administrator. The municipality shall not be held responsible for any work performed by the *CONTRACTOR* that is not part of the work write-up and/or approved change order.

Owner_____ **Co-Owner**_____

TOWNSHIP OF
MOORESTOWN RENTAL
REHABILITATION
PROGRAM

Date: **Owner:**
Program Administrator:
Page: 1 **Rehab Specialist:**

Program:

Item	Description of Work to be Performed According to Attached Specifications	Price per Item
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		

RENTAL MORTGAGE
TOWNSHIP OF MOORESTOWN RENTAL REHABILITATION PROGRAM
Deed Restrictions Attached

Prepared by: _____

This Mortgage made on_____, 20_ between _____ (the "Mortgagor") and Township of Moorestown having its office at_____, (the "Mortgagee").

WITNESSETH:

Mortgagor, in consideration for a loan extended by the Mortgagee in the amount of $_____in connection with the Property (described below) owned by the Mortgagor, the Mortgagor has signed a note dated _____ (the "Rental Note") and a Deed Restriction (the "Deed Restrictions") dated_____. The Mortgagor promises to pay the amounts due under the Note and to abide by all promises contained in the Note and the Deed Restrictions, all of even date herewith executed by the Mortgagor. No payment shall be due on the Rental Note and this Mortgage until title to the property is transferred/sold by the Mortgagor, provided there are no events of default. In the event of a declaration by Mortgagee of a default herein, the amount of the Rental Note shall be immediately due and payable by Mortgagor.

MORTGAGE AS SECURITY

This Mortgage is given to the Mortgagee as security for the payment date and the performance of all promises under the Rental Note, and the Deed Restrictions. The Mortgagor mortgages the real estate owned by the Mortgagor described as follows (referred to as the "Property"):

All of that land located in the Township of Moorestown, County of Gloucester, and State of New Jersey, specifically described as follows:

Street Address:_____

Tax Block No.:_____Lot No.: _____
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 Mortgagor now has or will acquire with regard to the Property.

MORTGAGOR'S PROMISES

In consideration for the value received in connection with the funds provided by Municipality to renovate the Property, the Mortgagor agrees as follows:

1. The Mortgagor will comply with all of the terms of the Note and this Mortgage and Deed Restrictions, and shall pay or satisfy the principal of the Note.
2. The Mortgagor warrants title to the Property (N.J.S.A. 46:9-2). This means the Mortgagor owns the Property, has the right to mortgage the Property to the Mortgagee, and will defend its ownership against all claims.
3. The Mortgagor shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Mortgagor 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 Mortgagor shall keep the Property in good repair, neither damaging nor abandoning it. The Mortgagor will allow the Mortgagee to inspect the Property upon reasonable notice.
5. The Mortgagor shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.
6. The Mortgagor shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire or other hazards normally included under "extended coverage" insurance. It must also include such other insurance coverage as the Municipality may reasonably require. The insurance company, agent, or broker, amounts of coverage and forms of all policies must be acceptable to the Municipality. The policies must name Municipality as a mortgagee and additional insured.
7. The Mortgagor understands that the Property has been designated as low and moderate income housing as defined by the Fair Housing Act (P.L. 1985, c. 222) and the Mortgagor shall be prohibited from renting or leasing the Property to any party who does not qualify as low or moderate income household.
8. The Mortgage is a lien against the Property. Except for the First Mortgage, the Mortgagor shall not allow any superior liens to be placed against the Property.
9. All improvements to the Property shall be at the Mortgagor's expense.
10. The Mortgagee shall be notified in writing no less than ninety (90) days prior to the proposed sale of the Property.
11. The Mortgagor shall have the responsibility for fulfilling all requirements of all restrictions on or against and all prior mortgages on the Property, including but not limited to the Deed Restrictions executed by the Mortgagor or prior or subsequent owners of the Property and established by the Council on Affordable Housing, and any first mortgage on the Property.
12. The Mortgagor shall pay all payments due on all liens on the Property and shall not violate any term of any other mortgage.

13. In the event of a foreclosure by the first mortgagee, the defaulting mortgagor shall be personally obligated to pay to Mortgagee the amount of the Repayment Note then outstanding.

RIGHTS GIVEN TO MORTGAGEE

The Mortgagor, by mortgaging the Property to the Mortgagee, gives the Mortgagee those rights stated in this Mortgage, and all rights the law gives to the Mortgagee. The rights given to the Mortgagee and the restrictions upon the Property are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Mortgagor and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in the Note, Mortgage, and Deed Restrictions, the Mortgagee will cancel this Mortgage.

DEFAULT

The Mortgagee may declare the Mortgagor in default on the Note and this Mortgage if:

1. The Mortgagor fails to comply with the provisions of the Deed Restrictions, the Rental Note, or this Mortgage;
2. The Mortgagor fails to make any payment required by the Note and this Mortgage;
3. The Mortgagor fails to keep any other promise made in any other note or mortgage constituting a lien against the Property;
4. The Mortgagor fails to comply with the provisions of the Deed Restrictions which imposes restrictions against the Property.
5. The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;
6. The holder of any lien on the Property starts foreclosure proceedings; or
7. Bankruptcy, insolvency or receivership are started by or against of the Mortgagor;
8. *Any lien or encumbrance on the Property becomes superior to Municipality's lien, except for the first mortgage in existence at the time of this Mortgage.*

MORTGAGEE'S RIGHTS UPON DEFAULT

If the Mortgagee declares that the Note and this Mortgage are in default, the Mortgagee shall have, subject to the rights of the First Mortgage, all rights given by law or set forth in this Mortgage, including but not limited to foreclosure, acceleration of all amounts due under the Rental Note, recoupment of funds from a sale in violation of the restrictions, entry on the Property, injunctive relief to prevent further violations, and specific performance.

NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON NOTICE TO THE OTHER PARTY.

NO WAIVER BY MORTGAGEE

The Mortgagee may exercise any right under the Mortgage or under any law, even if the Mortgagee has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. The Mortgagee does not waive its rights to declare the Mortgagor is in default by making payments or incurring expense on behalf on the Mortgagor.

EACH PERSON LIABLE

This Mortgage is legally binding upon each Mortgagor and all who succeed to their responsibilities (such as heirs and executors). The Mortgagee may enforce any of the provisions of the Note and this Mortgage against any one or more of the Mortgagors who sign this Mortgage.

SUBORDINATE MORTGAGE

The lien on this Mortgage is inferior to and subject to the terms and provisions of the First Purchase Money Mortgage held by _____ and dated _____.

SUBSEQUENT OWNERS

The lien on this Mortgage shall not be released against the Property and the Mortgagor unless any subsequent owner acquiring the Property during the restricted period shall execute the same form of Rental Mortgage, Rental Mortgage Note and Deed Restrictions and the same shall have been recorded in the Gloucester County recording office.

NO ORAL CHANGES

This Mortgage can only be changed by an agreement in writing signed by both the Mortgagor and the Mortgagee.

SIGNATURES

The Mortgagor agrees to the terms of this Mortgage by signing below.

ACKNOWLEDGEMENT

Mortgagor acknowledges receipt of a true copy of this mortgage at no charge.

IN WITNESS WHEREOF the Mortgagor(s) has executed this Repayment Mortgage for the purposes stated herein.

Witness

_____ _____
Signature (Mortgagor)

_____
Signature (Co-Mortgagor)

STATE OF NEW JERSEY)
)ss
COUNTY OF GLOUCESTER)

BE IT REMEMBERED, that on this_____day of_____, 20___, before me, the subscriber, _____ personally appeared _____who, being by me duly sworn on his/her oath, deposes and make proof to my satisfaction, that he/she is the Mortgagor (Co-Mortgagor) named in the within instrument; that this document is the Repayment Mortgage for 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 on the date aforesaid.

_____

RENTAL MORTGAGE NOTE
TOWNSHIP OF MOORESTOWN
RENTAL REHABILITATION PROGRAM

Amount: **$** Date:

FOR VALUE RECEIVED, the undersigned, ("Borrower"), promises to pay to the order of **Township of Moorestown** ("Lender"), its successors or assigns, **On or before_____**, the sum of **($) Dollars**, lawful money of the United States (the "Loan").

This Note is made by Borrower pursuant to an agreement with Lender for the provision of funds to facilitate the rehabilitation of rental housing in accordance with the income eligibility requirements specified by the Uniform Housing Affordability Controls (U.H.A.C.) and established by the Council on Affordable Housing. Borrower agrees to repay the no interest Loan to the Lender when title to his or/and her property improved with Loan funds is transferred/sold by the Borrower to another party or interest.

Borrower acknowledges and agrees that the purpose of said loan is to provide funds for the rehabilitation of the following property:

_____ Moorestown, New Jersey

as housing which meets the income eligibility requirements specified by the U.H.A.C. and established by the Council on Affordable Housing, and that as a condition of said Loan, occupancy of the premises is limited to those who meet the income eligibility requirements of the U.H.A.C., the terms of which are incorporated into this Note as if more fully set forth at length herein. Borrower further acknowledges and agrees that, as a condition of said loan, Borrower must provide to Lender, on each anniversary date of the Loan for a ten (10) year period, verification in a form specified by and acceptable by the Township , documentation that the units rehabilitated have remained affordable to and occupied by low and moderate income households.

This Note is given pursuant to a Borrowers Agreement dated , pursuant to the terms of which Borrower is named as the qualified recipient of funds provided by the Lender as part of the municipalities Rental Rehabilitation program. Said funds are to be used for the rehabilitation to remedy certified health and safety code violations of that Real Property owned by Borrower and described in a Mortgage dated the same date as this Note herewith between Borrower and Lender, which Mortgage is being given to secure repayment of the loan in the event of a default in the terms of the Borrowers Agreement, and in a Deed Restriction, dated the same date as this Note, and all related instruments, agreements and documents (collectively, the "Loan Documents"), and is secured by a lien on and security interest in the collateral described in the Loan Documents, and is entitled to the benefits thereof.

The term of the Loan ("Term") shall be until the title of the property is transferred or sold to another party or interest, which Term shall commence on the date the Borrower receives certification that the Real Property is free of all code violations noted on the attached certification of standard condition signed by _____ (the "Inspector") on_____. In the event of a Co-Borrower's demise, the Lender shall retain the lien on the premises.

So long as there has been no default, and the Borrower has complied with the terms of this Note, and the other Loan Documents, no payment shall be due on this Note until the title to the property improved with Loan funds is transferred/sold by the Borrower to another party or interest.

Upon the occurrence of any of the following ("Event of Default"), the entire unpaid balance of this Note shall become immediately due and payable by Borrower and Lender may thereafter exercise any rights it has against any collateral for this Note: (1) failure of Borrower and tenancies/occupancies to comply with the terms, limitations and/or conditions of the Deed Restrictions, (2) failure of Borrower to comply with the tenancy/occupancy income verification requirement pursuant to said Restrictions; (3) commencement against Borrower (if the same is not dismissed within thirty (30) days) or by Borrower of any proceedings for dissolution, liquidation, reorganization, readjustment or any proceedings in Bankruptcy; (4) if Borrower becomes insolvent or is otherwise unable to pay Borrower's debts as and when they become due, or if Borrower makes an assignment for the benefit of creditors or offers a composition or extension to creditors; (5) appointment of a receiver, liquidator, custodian, trustee or other official, similar or dissimilar, covering Borrower or any of Borrower's assets; (6) execution, levy or attachment of Borrower's assets or property; or (7) the occurrence of an Event of Default under any of the Loan Documents. Any such violation shall constitute a default in the terms of this Loan, the Note and the Loan Documents, in the sole discretion of the Lender. Upon such default, Lender shall have the right to declare the entire amount of the Loan balance, including any outstanding principal and interest due thereon, due and payable immediately.

This Note shall be construed in accordance with and governed by the laws of the State of New Jersey applicable to contracts made and performed in New Jersey. Borrower consents to the exclusive jurisdiction of the Superior Court of New Jersey, Law Division, Gloucester County.

Borrower hereby waives presentment, demand, notice of nonpayment, dishonor or acceleration, protest or notice of protest, and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note. Borrower hereby waives trial by jury and any right thereto. Any failure or delay of Lender to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time or times. The waiver by holder of a

breach or default of any provision of this Note shall not operate or be construed as a waiver of any subsequent breach or default thereof. Borrower agrees to reimburse Lender for all reasonable expenses, including reasonable attorneys' fees incurred by Lender to enforce the provisions of this Note, protect and preserve Lender's rights under any Loan Documents executed in connection with this Note, and collect Borrower's obligations hereunder.

The Lender may enforce any of the provisions of this Note against any one or more of the Borrowers and the terms and provisions of this Note are binding upon the Borrower, and his or her heirs, executors, administrators, successors and/or assigns.

Borrower agrees to the terms and conditions of this Note by signing below.

Witness:

_____ _____

MANDATORY DEED RESTRICTION FOR REHABILITATED RENTAL PROPERTY

DEED RESTRICTION

Deed Restricted Affordable Housing Property with Restrictions on Resale and Refinancing

To Rehabilitated Rental Property
With covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the____day of_____, 20 _, by and between the Township of Moorestown (Municipality], with offices at _____, and _____the owner (the "Owner") of a residential low- or moderate-income rental property (the "Property"):

WITNESSETH

Article 1. Consideration

In consideration of the subsidies received by the Owner from the Municipality regarding this rental Property, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (Description of Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of _____, County of_____, State of New Jersey,

and described more specifically as Block No._____Lot No._____, and known by the

following street address:

(Attach Schedule A with a detailed description of the Rental Property)

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for a period of ten (10) years, determined separately with respect for each restricted unit, beginning on the date the restricted unit has undergone final inspection as set forth in the contract entered into by and between the Owner and Municipality in consideration of the subsidy received by Owner for said improvements and ending after the Property occupied by an income eligible household shall become vacant, (the "Control Period).

A. Sale, rental and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Municipality. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Municipality.

C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Municipality.

D. The Owner shall notify the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Foreclosure

A. This Agreement shall not be terminated in the event of a Judgment of Foreclosure on the properties that include Affordable Housing Units that are designated as rental units.

B. The terms and restrictions of this Agreement shall be subordinated only to the First Purchase Money Mortgage lien on the Affordable Housing Property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing Unit.

An Execution of Foreclosure sale by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Moorestown and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

Township of
Moorestown BY:_____

xxxxxxxxxxxxx
Title

[THE OWNER]

BY:_____

xxxxxxxxxxxxx
Title

APPROVED BY_____[Municipality]

BY: _____

xxxxxxxxxxxxx

Title

ACKNOWLEDGEMENTS

On this the day of , 20 before me came _____, to me known and known to me to be _____ , the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.

_____

NOTARY PUBLIC

On this the day of , 20 before me came _____known and known to me to be _ of_____, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein

_____

NOTARY PUBLIC

MOORESTOWN RENTAL REHABILITATION PROGRAM
CHANGE ORDER AUTHORIZATION

Date Case No.

Homeowner's Name

Street Address

Contractor

DESCRIPTION OF WORK CHANGE

$_____Original Item Price

$_____(+/-) Change

$_____Revised Item Price

$_____Revised Contract Price

Homeowner(s) Approval Date

Contractor Approval Date

Rehabilitation Specialist Approval Date

Program Administrator Date

CONTRACTOR'S FINAL INVOICE, RELEASE OF LIENS, AND WARRANTY

Homeowner:_____ Case No. _____

Address _____

_____

Contract Date _____

Contract Amount $_____

KNOW ALL MEN BY THESE PRESENTS:

1. As a final invoice, the undersigned hereby certifies that there is due and payable by the Owner to the Contractor under the above contract the balance or sum of $_____

2. The undersigned further certifies that all work required under this contract has been performed in accordance with the terms of the Construction Agreement and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.

3. That in consideration of the payment of the amount stated in Paragraph 1 hereof the undersigned does hereby agree to formally discharge and release any notice of intention or UCC lien upon the premises pursuant to said contract for any and all claims, demands or liens undersigned may have pursuant to law by virtue of the labor performed and/or materials furnished.

4. The undersigned hereby guarantees the work performed for a period of one year from the date of final acceptance of all the work required by the contract, shown on the Work Write-up. He also attaches herewith all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract which includes roofing warranties (if applicable) for 20 years on a pitched roof and 10 years on a flat bituminous membrane roof not contingent upon manufacturer's warranty.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____day of_____20____

_____ _____

WITNESS

TOWNSHIP OF
MOORESTOWN RENTAL
REHABILITATION PROGRAM
OWNER'S STATEMENT OF SATISFACTION

To: Program Administrator
Township of Moorestown Rental Rehabilitation Program

Please be advised that all work scheduled to be performed on my property by

_____in accordance with the Township of

Moorestown Rental Rehabilitation Program has been completed to my

satisfaction.

_____ _____
Signature, Owner Date

_____
Signature, Owner Date

HOUSING REHABILITATION SPECIALIST
FINAL INSPECTION REPORT

DATE:_____

HOMEOWNER:_____

PROPERTY ADDRESS:_____

CONTRACTOR:_____

I have inspected the construction on the above captioned property and certify that the work is satisfactory according to the work write-up and specifications.

_____
Rehabilitation Specialist

TOWNSHIP OF MOORESTOWN RENTAL REHABILITATION PROGRAM
CERTIFICATION OF STANDARD

This certifies that the property located at_____has been rehabilitated and that it is free of code violations according to the NEW JERSEY STATE HOUSING CODE, N.J.A.C. 5:28.

_____ _____
Construction Code Official Date

Appendix

F

Archive Management

	NEIGHBORHOOD DEVELOPMENT			
0120-0000	Af fordable Housing Project File File contains but is not limited to the follmvin Documen tation from the Developer includ ing Developer Certif ications, Planned Real Estate Development (PRED) Public Offering Statement, deed, municipal land use approval and/or grant contract, project total number of units, total number of affordable units, total number *of* very-low, low-, and/or moderate-income units, n umber of units by bedroom distribution by very-low, low- and /or moderate income, floor plansl project maps, list of project principals or partners, project construction schedule, proposed pricing, list of public funding sources, grant agreement (copies), loan agreement (copies), condominium or homeowner *fees,* real e.state taxes, utilities, flood insurance, contact information, rental lease agreement, Planning Zoning Board Resolu tions (copies), Condominium/Homeowner Association or Rental Project Recorded files, Affirmative Marketing Plans and Advertisements, and Cost *of* Advertising records.			
012G-0001	Affordable Housing Project File - Approved	Life of Deed restriction plus 10 yrs or until municipality relinquishes control plus 10 yrs		Destroy
OJ 20-0002	Aff ordable Housing Projec t File -Denied/ Withdrawn	1yr		Destroy
0120-0003	Aff ordable Housing Project File Referral List	3 yrs after referral list is p urged		Destroy
0121-0000	Affordable Housing Applica tion File -Individual File includes but is not limited to preliminary and final applications documentation, disclosures, appeals, extensions, and correspondence.			
0121-0001	Affordable Housing Application File - Certification Approved	1yr after recorded discharge of mortgage or 1 yr after expiration of lease		Destroy
0121-0002	Affordable Housing Application File – Certification Denied or Expired	1yr		Destroy

Department of Economic Development
Office of Housing and Community Development

Owner-Occupied Rehabilitation Program
Policy and Procedures Manual

Gloucester County Board of Commissioners
Frank J DiMarco, Director
Joann Gattinelli, Liaison

The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex in admission to, access to, or operations of its programs, services, activities or in its employment practices. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age or older. Inquiries regarding compliance may be directed to the EEO Office at (856) 384-6903 or through the County's ADA Coordinator at (856) 384-6842/New Jersey Relay Service 711

I. PURPOSE

The basic goals of the Gloucester County Owner-Occupied Rehabilitation Program ("Program") are:

- to bring the eligible homeowner's dwelling into compliance with applicable locally adopted housing rehabilitation standards thereby reducing ongoing and future maintenance costs for the homeowner,
- to promote energy efficiency, and preserving affordable owner-occupied housing within the county,
- to provide safe, decent housing for qualified lower income homeowners,
- to stimulate broad interest in neighborhood preservation,
- to partner with other programs for maximum impact to achieve these goals.

The Program will assist in providing decent, safe and sanitary housing for the citizens of the County whose primary residence are in need of repair but lack the resources to make these repairs. With competing requests for the available federal assistance, it continues to be difficult to meet the needs of all citizens requiring help. As a result, the County has established a subsidy limit up to $25,000.00. This amount may be amended at the discretion of the County based on funding availability and program policy requirements.

II. PROGRAM ADMINISTRATION

The Program is funded by federal grant funds awarded to the County of Gloucester by the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program, and/or the U.S. Department of Agriculture (USDA) through the Housing Preservation Grant (HPG).

The Gloucester County Department of Economic Development through the Office of Housing and Community Development (HCD) has authorized Triad Associates to assist in the administration of the Program and to communicate with applicants and contractors. If you have questions regarding this application or need assistance, please contact Triad at 856-690-9590. Triad Associates is responsible for executing all program activities in compliance with the adopted policies, procedures, and applicable HUD regulations, and County HCD staff is responsible for general oversight of the program, which include policy oversight and community relations issues associated with the program. All policies contained herein become effective on the date of adoption and as revised by the Gloucester County Board of Commissioners and apply to all current and future applicants.

Program funds are issued to contractors that perform specified repairs to the dwellings of eligible homeowners. The total amount of the repairs to a dwelling is secured to the property in the form of loan that is partially forgivable.

Except for special needs circumstances, in the event the rehabilitation exceeds the threshold amount, the County may deny assistance to that homeowner. Additionally the County can amend the scope of work to be undertaken. Each instance will be evaluated on a case-by-case basis.

III. PROGRAM MARKETING AND OUTREACH

The County of Gloucester will continually apply and implement a program marketing plan consistent with the following objectives:

- publicize the program to interested and potentially qualified clients,

- affirmatively market the program to minorities, persons with disabilities or other protected groups, and
- meet all State of New Jersey Fair Housing Requirements.

To insure that those citizens for whom the rehabilitation program is designed are aware of the assistance that is available the County shall provide a written brochure that summarizes the Program and the qualification criteria, periodic press releases to show the progress of the Program, interface with social service agencies that may be able to refer applicants and conduct periodic meetings with interested groups.

IV. RESPONSIBILITIES OF THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

The County's Department of Economic Development through the Office of Housing and Community Development (HCD),with the assistance of Triad Associates, is responsible for administering and implementing the program pursuant to Section 105(a) of the Housing and Community Development Act of 1974 (HCDA) and 24 CFR 570.202 as it pertains to eligible rehabilitation and preservation activities and Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act, and HUD's implementing Regulations (24 CFR Parts 8 and 100, respectively), which prohibit discrimination based on disability. Triad Associates is responsible for administering the program in a professional manner that ensures maximum effectiveness, and efficiency. Triad Associates is also responsible for the following with regard to individual rehabilitation projects:

a) application intake, eligibility review, verification of documentation, and loan approval determination,
b) communicating with the homeowner and contractor regarding all administrative procedures that affect completion of the work on behalf of the homeowner,
c) making reasonable accommodation with both parties regarding scheduling of inspections,
d) documenting project files in compliance with all applicable HUD regulations,
e) advising the homeowner regarding code requirements and housing rehabilitation standards which may affect the prioritizing and possible exclusion of work items,
f) clarifying with the homeowner the eligibility of certain repairs,
g) negotiating with the contractor regarding necessary change orders and providing approval for increased loan amount and/or extension of time,
h) following up with contractors to ensure that necessary warranty work is completed as required during the warranty period(s).

The Office of Housing and Community Development (HCD) will facilitate payment to the contractor upon receipt of required certificate of completion, final inspection, and Lien waiver.

V. ELIGIBILITY REQUIREMENTS

Qualification of applicants is determined by Triad Associates according to the following guidelines.

A. Applicants for rehabilitation assistance must reside within the County and must have owned the dwelling for at least three (3) years as indicated on the recorded deed. Applicants must certify that the home is not being offered for sale, and is their primary residence, as indicated per the County/Municipal tax records.

B. Applicants have gross household annual incomes at or below the applicable low-income limits established by (HUD) for the jurisdiction of Gloucester County, New Jersey. The applicable low-income limits for determining program eligibility are published by HUD in the federal register and updated annually. The low income limit shall mean the cumulative gross annual income of all the persons who occupy the dwelling unit to be rehabilitated that does not exceed 80 percent of the area median income, adjusted for family size, as established by HUD. The occupant household's gross annual income (for the purpose of determining program eligibility) shall be calculated according to the HUD regulations identified in the Code of Federal Regulations.

   The calculation used to determine gross annual household income shall be consistent with HUD regulations and HUD's definition of income including the sources of income that are to be included or excluded from the calculation. Income of all household residents age 18 or over, unless they are a full-time student, will be included in the total annual gross household income determination.

   Gross Annual Income, includes but is not limited to child support, Social Security, pensions, income from annuities, interest income on savings, etc. The annual income limits for the County increase based on the number of persons in the household. Family size will be determined by the number of occupants living in the dwelling to be rehabilitated on a regular basis. Household residents under the age of 18 qualify as dependents of the head of household according to the HUD regulations identified in 24 CFR, Part 813.102 and are eligible for a dependent deduction. If an applicant is a full time student, the applicant will be required to provide their parents' income information so that HCD can determine if the applicant has been claimed as a dependent on their parents Federal Income Tax return.

C. Applicants with physical disabilities who also meet the income eligibility requirements will be eligible for the removal of architectural barriers in their dwelling[1]. Improvements to the dwelling to remove architectural barriers that restrict mobility and accessibility may be authorized for owner occupied households that include elderly or physically disabled persons. The necessity for such improvements shall be supported by appropriate written notification from the applicant's physician, referring social service agency, or a similar outside authority familiar with the applicant's living situation. Receipt of social security disability or supplemental security income can also be used as verification of disability. Architectural barrier removal does not include portable items such as wheelchairs, walking-aids, vehicle lifts or other portable personal assistance items. ADA compliant wheelchair ramps to provide egress in and out of the home may be provided as a subsidy grant with established limits. This activity will not require a lien but is subject to all other eligibility criteria.

D. For Applicants residing in a Mobile Home, the County has established a subsidy limit at a maximum of $6,000.00 for conditions where there is no heat[2] and/or running water. This activity will not require a lien but is subject to all other eligibility criteria.

[1] Mobile Homes are not eligible for general construction or ADA improvements.

[2] Only during the winter season as defined by NJ state regulations governing when heat must be made available to tenants and when utility companies cannot issue shut off notices.

E. Verification or certification of income and assets will be required to determine program eligibility for all federally funded projects. The applicant and any other family member must execute a release of information form authorizing any depository or private source of income, or any federal, state or local agency, to furnish or release to HCD such information as determined to be necessary.

   Certification of income and assets means the applicant certifies that all information provided is true and correct. HCD shall also require the family to submit documentation determined to be necessary if it is required for purposes of determining or auditing an applicant's eligibility to receive program assistance, for determining the applicant's or applicant's family members gross annual income. The use or disclosure of information obtained from an applicant or applicant's family member or from another source pursuant to this consent to release information form shall be limited to purposes directly connected with administration of the Program.

   Assets shall include checking, savings, other bank accounts, stocks, bonds, CDs, trusts, real estate and cash held by any household member. Value of an asset shall be computed by the greater of either the current market income from the asset or the imputed value of the asset using the current passbook rate as determined by HUD.

F. In order to be considered eligible for participation in the Program the subject property taxes and utility (water/sewer – where applicable) must be current. Property taxes must not be delinquent for any tax year unless the homeowner has entered into a written agreement with the taxing authority outlining a payment plan for delinquent taxes and is abiding to the written agreement.

G. Standard property insurance must be maintained on the property (with coverage adequate to insure the County's lien position). If a property is located in a flood plain, flood insurance must also be maintained (with coverage adequate to insure the County's lien position).

H. Land record searches will be obtained on all properties. Evidence of ownership of the property will be confirmed through the County Tax Assessor's office online database.

I. The County will only accept a first or second lien position. In a case where the second lien is due to participation in a down payment assistance program to secure the initial purchase of the property, the County may accept a third lien position.

J. Households receiving reverse mortgages will be disqualified from receiving assistance through the Program.

K. Homes whose market value as determined by the Gloucester County Tax Assessor online database exceeds the current annual FHA 203(b) (single family, one-unit residence) limit for this area are deemed ineligible for this program.

L. To determine the economic feasibility of the rehabilitation activity, the total amount spent on each home will not exceed 50 percent of the after rehabilitation value (ARV) of the home. After rehabilitation value will be determined by adding 25 percent of the rehabilitation loan amount (RG) to the Tax Assessor's market value (MV). [MV + (.25 of RG)] = ARV * 50% > RG.

M. The homeowner must be current with his/her mortgage (the payments due and payable to the mortgage company may not be more than 30 days past due) in order to receive assistance under the Program.

VI. WAITING LIST MANAGEMENT

Triad Associates will maintain a list of those applicants requesting homeowner rehabilitation who have completed their application and have provided all supporting documentation. A priority will be placed on an applicant who documents an "Emergency Repair". At the present time, the County defines an "Emergency repair" as a unit without heat or without running water as defined in footnote 3. Emergency repairs will take precedence over Preferences identified below.

Households will be placed on the list and will be selected in the order their applications are completed. Note, should a household not provide the necessary documentation within 10 days to be placed on the list, they will be allowed to re-apply at a later date. Updated information may be required to re-apply to the program.

Applicants will be selected from the waiting list in chronological order based on the date on their completed application (first in – first out) including any established preferences or priorities for providing assistance. When the application reaches the top of the waiting list, Triad Associates will then process the applicant to verify the information provided and to confirm that the applicant meets all HUD program requirements.

If an applicant meets the eligibility criteria, the dwelling unit will be inspected to determine the scope of work to be performed to bring the dwelling up to applicable code. If insufficient funding or other resources are available to assist the applicant at the time of application, the application will be placed on the Program waiting list.

Triad Associates will schedule the property for a physical inspection to determine the scope of work required to bring the structure into compliance with program guidelines and objectives as outlined below in Section VII "Eligible Improvements". If the property can be rehabilitated in accordance with the requirements of Section VII and the cost of the rehabilitation does not exceed the economic feasibility, program expenditure limits and other required regulatory requirements, the application will be approved based on available funding. *An applicant's eligibility for assistance is based on the approved policies and procedures that are in effect at the time the applicant is selected for processing from the waiting list.*

It is the responsibility of the applicant to notify Triad Associates of any changes in occupancy, household income, family composition, or any other information on the application. Notice of changed information must be submitted to Triad Associates in writing within 30-days of the effective date of the change. Upon receipt of the notice of change, Triad Associates will record and date stamp the changes received and place the notice of changed information in the applicant's file. An applicant must meet all applicable eligibility requirements, as described in Section V of these polices, at the time their name is selected from the waiting list. If the homeowner cannot meet the requirements for eligibility, the homeowner will be informed of the determination of ineligibility. The homeowner may appeal to the County HCD determination as outlined in the appeal process - Section XXV of this policy manual.

Triad Associates will select applicants from the waiting list according to the date and time of receipt of application and established preferences. The preferences applicable to the Program are identified below.

- **Preference 1** – Elderly homeowners whose total income does not exceed 80 percent of the area median income, adjusted for family size, as established by HUD.

- **Preference 2** – Disabled homeowners who are applying for housing rehabilitation assistance and the removal of architectural barriers whose total income does not exceed 80 percent of the area median income, adjusted for family size, as established by HUD.

Elderly is defined as 62 years of age or older. Disabled is defined as a person who has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or is determined to have a physical, mental, or emotional impairment that is expected to be of long continued and indefinite duration. This disability must substantially impede his/her ability to live independently, and be of such a nature that such ability could be improved by more suitable housing conditions. A disabled person is also defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C 6001(5).

VII. ELIGIBLE IMPROVEMENTS AND UPGRADES

A project may be determined infeasible if the cost to complete all needed repairs exceed the respective program limits outlined below. The process to calculate the cost will be determined either from estimates determined by the HCD rehabilitation inspector and/or designee and/or from the Contractor's bid received on a project. The Program will provide up to $25,000 for the repair of the dwelling of low-income owner-occupied households as permitted by program funding availability and policy. The Program will perform the general rehabilitation necessary to bring the structure into compliance with the local applicable written code, rehabilitation standards, and lead-based paint regulations. The Program addresses actual and incipient code violations, as well as necessary removal of architectural barriers, and weatherization, which may also be performed as part of any housing rehabilitation project authorized under this program. Weatherization improvements such as attic insulation, roofing, exterior doors, storm doors, and storm windows may be completed on all projects depending on the availability of repair funds.

Housing rehabilitation assistance may only be provided to cover the cost of rehabilitation necessary to bring the property in compliance with locally adopted, written property standards, and applicable federal, state and local codes. All conditions described in Priorities I thru IV must be addressed before Priority V (allowable, additional improvements) can be considered. Physical improvements to the dwelling will be made based on priority and funding availability and must fall in one of the following priority categories in order to be eligible.

1. **Priority I- Housing Systems**
    - Electrical wiring, fixtures or systems
    - Heating, venting and air-conditioning[3]
    - Roofs
    - Plumbing
    - Removal or Replacement of attached building components (deck, porch) <u>that were specifically cited as a code violation and hazard</u> by the local code official or addresses the removal of architectural
    - Health and safety items

2. **Priority II- Incipient Code Violations** *(Deficiencies or conditions of deterioration, if left unattended, would continue to deteriorate into or contribute to a code violation.)*

[3] Air conditioning installation requires a physician's note warranting a medical need.

- Replacement of building components (roofs, water heaters, HVAC systems) that have exceeded their life expectancy or, due to condition, is expected to fail within a two-year period from the date of inspection.
- The current edition of the HUD Residential Rehabilitation Inspection Guide, Appendix C entitled "Life Expectancy of Housing Components" shall be used as the standard to determine the life expectancy of building components for the purpose of eligibility for replacement.
- Unsafe & unused fireplaces with a deteriorated or unsafe chimney should be disassembled to below the roof line and sealed (roof will be patched over area that chimney penetrated the roof). Unsafe & used fireplaces will be repaired or an alternate exhaust system will be installed.

3. **Priority III- Energy Efficiency Upgrades**

- weather stripping/caulking
- insulation
- storm doors
- windows and doors
- heating, venting and air-conditioning
- energy efficient water heater

4. **Priority IV- Architectural Barrier Removal**

- Widening of doors
- Installation of ramps
- Roll-in showers (as space permits)
- Grab bars and permanently attached physical-assist apparatus
- Air-conditioning (if medically necessary)
- Hearing-impaired smoke detection equipment
- Specialty plumbing fixtures
- Lowering of light switches
- Other permanently attached fixtures determined to be of assistance in removing architectural barriers

5. **Priority V- Allowable, Additional Improvements**

Under no circumstance will an allowable, additional improvement take priority over a Priority I, II, III or IV repair. Allowable, additional improvements will be eliminated by a change order to remedy unforeseen code violations, emergency, mechanical, foundation, or weatherization repairs found after the initial inspection or ongoing inspections.

Allowable additional improvements include the following:

- interior and exterior paint
- refinishing or replacement of kitchen or bathroom cabinets
- countertop replacement
- tile flooring (will be used in high-traffic areas if cost-effective)
- wood flooring – if comparable in cost to vinyl or carpet
- refrigerator, stove and dishwasher
- door replacement and trim improvements

6. **Luxury Items**

The following (not all inclusive) are considered luxury items and are **NOT** allowed:

- flooring such as tile, hard wood floors, etc. that exceeds the comparable cost of vinyl or carpet
- hot tubs, whirlpool baths, steam showers
- patios or decks
- room additions
- installation of fireplaces
- window treatments other than standard grade mini-blinds
- carports or garages
- items above standard grade or in excess of approved specifications

VIII. SELECTION AND CLEARANCE OF CONTRACTORS

Selection of a contractor in the Program is the responsibility of the homeowner. The County will maintain a list of pre-qualified contractors to provide services and will allow homeowners to bring in contractors to qualify for submission of proposals. The value of the contract amount will be determined by the lowest responsible quote received by the proposals submitted from the eligible contractors. Triad Associates will conduct a Request for Quotes from contractors, with offering, awards and contract execution coordinated by Triad Associates. Contractors may not be identified on HUD's or New Jersey's list of debarred or suspended contractors and must be registered, insured (and licensed, if required) with the State of New Jersey. Rehabilitation work will be undertaken only through a written contract **between the contractor and the homeowner receiving the assistance**.

Triad Associates will accept minimum of three (3) quotes on the planned repairs, based on the preliminary work write-up prepared by the County's inspector and/or designee. The quotes are to be returned to Triad Associates on the specific due date. If less than three bids/quotes are received, a second attempt will be required. If the 2nd round receives less than 3 quotes, then the quotes received will be accepted. If all quotes received are 20% higher than the HCD inspector's work estimate, a second offering cycle will also be required. Triad Associates will record the total amount of the quote and the date and time the quote was received. Triad Associates will evaluate the submitted quotes to determine which quotes are eligible. Quotes are considered eligible when the following conditions are met:

1. The submitting contractor currently meets all program requirements and is not debarred or suspended from participating in the Program.
2. The contractor is not on probation or debarred.
3. The quote is received by Triad Associates prior to the submission deadline date and time stated in the offering documents.
4. The total amount of the quote is within 20% of the total cost estimate listed on the initial work write-up prepared by the HCD Inspector and/or Designee and does not exceed the maximum dollar limits of the program.

If none of the quotes solicited is within 20% of the preliminary work write-up initially or by negotiation, the quote must be rejected and other quotes must be obtained that are within the specified cost limits. Any quotes received outside of the estimated range of housing rehabilitation will be

rejected and the homeowner will be notified in writing. Contracts will not be awarded until Triad Associates has completed its contractor certification and the contractor has met the requirements.

Contractors new to the Program will only be able to have one contract in progress at any time until they have successfully completed at least three (3) contracts. Successful completion of three contracts removes this restriction and the contractor may have more than one rehabilitation project at any given time.

When an acceptable, eligible quote has been secured and the general contractor is selected by the homeowner, the contractor is notified that they must furnish Triad Associates with a current Certificate of Insurance, a completed Contractor Information Form, and a statement concerning the non-use of lead-based paint. Information will be verified for accuracy and completeness of the forms submitted by the contractor. If all submitted documents are in order and the contractor is not on the list of parties debarred or suspended from participation in federal procurement or non-procurement programs or if the contractor is not suspended or debarred from participation in the Program, Triad Associates will proceed with the preparation of contract documents.

General contractors are responsible to obtain all permits that are required to perform the authorized scope of work. The contractor must comply with all the regulations governing the issuance and inspections of any work permitted. Furthermore, all general contractors and subcontractors must possess trade or other professional licenses as may be required by the State of New Jersey in order to perform such functions that are subject to licensing.

Contractors proven to provide poor service or quality of workmanship and/or who exhibit behavior that is not professional in the opinion of the County will be debarred or suspended from any future contracts with the Program.

This section sets forth requirements and procedures with respect to contractor qualifications and construction contracts for housing rehabilitation assistance.

A. CONTRACTOR – The term "Contractor" applies to the firm submitting quotes on work or receiving an award. The firm must hold a current registration with the New Jersey Division of Consumer Affairs as a General Contractor and license, as required, for specific classification (plumbing, electrical, lead based paint).

B. INSURANCE – Before commencing work, the contractor shall submit to HCD a current certificate of insurance as evidence of the coverage required.

    1. The contractor shall carry or require that there be carried Workers' Compensation Insurance for all employees and those of subcontractor engaged in work at the site in accordance with New Jersey State Workers' Compensation Laws.

    2. The contractor shall carry or require that there be carried General Liability Insurance. The County must be named as an additional insured under the general contractor's protective coverage. General contractors or agents participating in the Program must furnish the homeowner with a copy to the County, written notice of any change and/or cancellation of the required coverage no less than thirty (30) days before any such change is effective. Coverage must be verified by the HCD staff before contract execution.

C. FORM OF CONTRACT – The contract documents to be executed by the homeowner and the contractor will be prepared by HCD staff after a preconstruction conference is held. At

this preconstruction conference, the homeowner and contractor will agree to work condition, use of facilities and other construction related matters. Such documents must be fully executed prior to beginning the work. These contract documents shall state a specific date for commencement of the work (no earlier than the three (3) day rescission period), a schedule for anticipated completion of work, and a copy of the final work write-up. An executed copy of the contract shall be furnished to the homeowner, contractor, and HCD.

IX. CONTRACT DOCUMENTS AND INSPECTIONS

a. Contract documents to be executed by the homeowner and the general contractor for the specific rehabilitation work to be performed will be prepared by Triad Associates after a preconstruction conference is held. The homeowner and the County will simultaneously execute a separate loan agreement for payment and additional mortgage documents.

b. At the preconstruction conference, the homeowner and contractor will agree to work condition, use of facilities, choice materials, and other construction related matters. Such documents must be fully executed prior to beginning the rehabilitation work.

c. These contract documents shall state a specific date for commencement of the work (a minimum of 3 days after the Right of Rescission period pursuant to the Homeowner's loan agreement with the County), a schedule for anticipated completion of work, and a copy of the contractor's quote of the rehabilitation final work write-up.

d. An executed copy of the Rehabilitation Contract shall be furnished to the homeowner, contractor, and to be retained by HCD.

e. Inspections will be made by HCD staff and/or its Designee while the work is in progress. The required plumbing, electrical, structural and mechanical inspections will be conducted by local code officials where permits are required while the work is in progress. The contractor (or relevant sub-contractor) will schedule all required inspections with client during repairs.

f. Upon completion of the work, a final inspection will be conducted by HCD staff and/or its Designee and the homeowner. The general contractor's presence is recommended, but not required, at such final inspection.

g. HCD will not process an invoice without an executed *Certificate of Completion and Lien Waiver* until all work has been completed and approved by the homeowner. In a situation where the homeowner refuses to approve the completed work, a written complaint must be filed with HCD by the homeowner within ten (10) business days (see Section XXIII). Failure to file a written complaint within the specified timeframe shall indicate acceptance of the work and the contractor will be paid in full.

Under no circumstances will any outside agreement exist between the homeowner, contractor, or any other agency during the construction period regarding repair/remodel/modification of the home. Failure to comply with this provision will result in the termination of the contract and require immediate payback of the funds expended by the County of Gloucester. If the contractor performing other repairs/remodels/modifications is the same as selected by the homeowner for the Owner-Occupied Rehabilitation Program, then all funding due that contractor will be forfeited and the forgivable loan will be adjusted or cancelled, as required.

X. TIME FOR COMPLETION

a. Upon execution of the contract documents by the homeowner and the contractor, a *Notice to Proceed* ("Notice") will be issued by Triad Associates.

b. If a lien is to be filed, work may begin immediately after the expiration of the three day right of rescission period. Once the notice has been received by the contractor, work authorized by a forgivable loan award must begin within ten (10) calendar days of the specified commencement date and be completed within sixty (60) calendar days of receipt of the Notice, unless otherwise approved by the homeowner and accepted by HCD (including the allotment for time for special ordering of materials).

c. A copy of the final work write-up will be provided to the homeowner. Prior to beginning work, the contractor must have a copy of the final work write-up signed by the homeowner and approved by Triad Associates.

d. The contractor must begin work within ten (10) calendar days from the date noted on the Notice. Any contractor who does not begin or complete the work within the time specified in the contract may be assessed liquidated damages of $100.00 per day for each day they run over the established completion date unless there is an approved change order for extension of time signed by the Homeowner and HCD. This penalty shall be deducted from the final payment.

e. Contractors must notify both the homeowner and Triad Associates to request an extension of the completion date and state the reasons for such extension.

f. If approved by HCD, based on an inspection of ongoing work, the newly approved completion date must be approved by the homeowner and documented in HCD's file.

g. Contractors will not be granted more than two time extensions, unless extraordinary circumstances (as determined by HCD) justify a further request. The HCD Program Director or his/her designee is not required to approve a time extension change order. Any extension of time will be documented by a change order.

XI. NON-USE OF LEAD BASED PAINT

The use of lead based paint is strictly prohibited in the Program. Notification concerning the dangers of lead-based paint will be distributed to the occupants of all homes to be rehabilitated, and signed documentation of the receipt of such information will be made part of the official case file. Each rehabilitation contract shall contain language prohibiting the use of lead-based paint. All exposed surfaces (walls, ceilings, floors, etc.) in all homes built prior to 1978 to be rehabilitated will be inspected for the presence of defective surfaces with previously applied lead-based paint. All defective surfaces (cracking, peeling, etc.) will be addressed during the rehabilitation process. Should lead-based paint be found, coverage, removal, or other corrective actions taken in accordance with HUD Regulation 24 CFR, Part 35 will be conducted in a manner that avoids further diffusion of lead particles throughout the residence. A further description of relevant procedures is contained in Appendix B of this document.

XII. GENERAL SPECIFICATIONS

Contractors performing work for the Program will adhere to the "General Specifications for Owner-Occupied Rehabilitation Programs in the County of Gloucester," specified by the County. Contractors are also expected to be familiar with, and to comply with, all locally adopted, written property codes, written rehabilitation standards, bid specifications, and ordinances currently adopted. In the event a conflict is determined to exist between the General Specifications for the Owner-Occupied Rehabilitation Program and locally adopted codes, the stricter of the two shall apply.

XIII. CHANGE ORDERS

A. No modification(s) of the contract shall be made except by written instrument, signed by the contractor, approved by the homeowner, and accepted by HCD Program Director and/or the HCD inspector or designee.
B. Change orders may be authorized for necessary work items that were initially overlooked or which could not be determined until the course of the rehabilitation work had already begun or to add an approved Priority V item if all required Priority I thru IV items have been repaired and adequate funding is available.
C. Change orders must be requested and approved prior to commencement of the proposed changed work in order for such costs to be reimbursable. Change orders may be authorized as follows:

    1. To add work necessary to correct incipient items (Priority II) that have been found defective after work is in progress, but were not anticipated at the time the contract was executed.
    2. To correct Priority I defects that must meet local Code requirements.
    3. To make required repairs and additions to the contract that would exceed program limits, an item of lesser priority on the work write-up may be deleted. Deletion of items shall be at the previous line item quote amounts, unless said items have no specific costs, in which case they shall be deleted by negotiation at prevailing rates. HCD is authorized to negotiate contract changes on behalf of the homeowner. With the exception of work required to meet local codes, written rehabilitation standards, health and safety requirements, and weatherization or mechanical deficiencies, the homeowner may determine the priority of the items on the work write-up and may approve all decisions regarding substitution of a higher priority work item for a lower priority work item.
    4. To add an approved Priority V item if all required Priority I – IV items have been corrected and there is adequate funding available.

Total change orders on any job may not exceed 20 percent of the total dollar amount of the original contract, unless approved by the Director with the recommendation of Triad Associates. Such an approval may be granted only on the basis of the essential nature of the additional work to be performed and following verification that substitutions for lower priority work items were insufficient to reduce the overall contract cost to the funding limit.

Additional time for the completion of the scope of work is subject to the approval of all parties. Requests for additional time will be submitted by the contractor with approval from the homeowner and HCD.

XIV. PAYMENT OF CONTRACTORS

Upon completion of the work, a final inspection, by the homeowner, the contractor, HCD Program Director, HCD inspector and/or designee, and/or a qualified building official or his/her designee, if required, will be conducted. Thereafter the contractor will submit an invoice for final payment accompanied by a *Lien Waiver Affidavit* and *Release of Lien* signed by all subcontractors involved in the project to the County of Gloucester. The County will process the invoice for payment within the next County's audit deadline for the County's monthly bill list approval and will issue a check to the contractor for the full amount of the contract (plus change orders). Should the homeowner fail to approve the final inspection and refuse to sign this final certification, payment may be withheld from the contractor upon review of complaint and in consultation with the County's Inspector/designee. However, should the homeowner fail to file a written complaint within the required ten (10) calendar day time period, specifying the work items and/or the nature of the work in question with an explanation why it was not approved, the County may not unreasonably withhold payment for work performed by contractors, where the work was performed appropriately and according to industry standards with the approval of the HCD inspector and/or designee and/or a qualified building official or his/her designee.

Partial draws, as approved by the Director, will be documented and inspected as a final inspection on major systems that have been repaired or projects deemed substantially complete. Local code officials will be required to approve completed work if it includes any "permit required" work prior to payment. Before the contractor submits the invoice for final payment, a lien release will be required for the partial draw previously paid and final payment.

XV. WARRANTY

Upon completion of the work, the contractor shall furnish a limited one (1) year warranty on labor. In instances where the living environment, lack of maintenance or damage covered by homeowners insurance during the rehabilitation of the home, the warranty coverage will not apply.

The contractor is to also provide a copy of his one-year limited warranty along with copies of all manufacturers' warranties (i.e. appliance warranties, paint warranty and carpet warranty) to the homeowner so they can access warranty assistance after the contractor's one-year limited warranty (which covers labor and materials) has expired. The **homeowner is responsible to notify the contractor** of any warranty claims during the contractor's one-year limited warranty.

XVI. HOMEOWNER OBLIGATION

Upon acceptance of the proposed construction work and execution of the proper paper work, HCD will place a lien against the property for the full value of the County's contribution to the project, as stated in the contract, executed by all parties. The County exercises its right to enforce an extended period of affordability beyond the HUD five year affordability period. The lien will be in full force permanently as a "forever" lien after the work is completed.

The present restriction on affordability is as follows:

The amount of the loan shall be paid in full during the initial 5 year affordability period, from the date of the recorded lien, should the property no longer remain the homeowner's principal residence, or the homeowner sell, transfer, refinance, obtain a reverse mortgage or utilize any method to obtain cash against the equity of the property. The amount of the loan shall be partially forgiven 20% of the

principal annually for each completed year following the initial 5 year affordability period until year 9 when 20% of the principal will remain as a "forever lien" on the property. Should the property no longer be the principal residence, change ownership through sale or transfer or refinance or utilize any vehicle to obtain cash against the equity of the property during that period of time, the applicant will reimburse the County, from the sale's proceeds for that prorated portion of the loan that has not yet been forgiven, at zero percent interest. During the term of the forgivable loan, the homeowner agrees to notify the County, in writing, within ten (10) calendar days of a change in the ownership or foreclosure of the property.

Should the property change ownership through inheritance, the heirs will be responsible for clearing the lien by making reimbursement to the County of the prorated portion, at zero percent interest, over the remainder of the affordability period. Such reimbursement procedures shall be administered at the direction of HCD Director or his/her designee.

XVII. PROCEDURES FOR FILING LIENS – PARTIALLY FORGIVABLE LOAN PROGRAM

Upon approval of the Home Rehabilitation Construction Agreement between the homeowner and contractor, the homeowner shall execute an Owner Occupied Rehabilitation Program Homeowner Loan Agreement, Mortgage and Promissory Note with the County of Gloucester for the amount of the agreed improvements. Any change order modifying the value of the contract will automatically modify loan agreement, mortgage and promissory note. The Mortgage shall be due and payable according to its terms upon conditions set forth in Section XVII of the property secured by such Mortgage during the affordability period following the contract date for the program. The obligation due the County shall not bear interest and will be partially forgiven by the County on an annual basis by 20% of the principal for each completed year following completion of the initial five-year affordability period until 20% of the principal remains at which time there will be no more forgiveness.

In the event the homeowner transfers title to the property secured with a deed during the affordability period following completion of the improvements, the homeowner shall pay to the County the remaining balance of the deed. Otherwise, the County shall have the option to demand full payment of the remaining balance of such deed. Upon failure by the homeowner to pay such remaining balance, the County may proceed to exercise its right of foreclosure under the deed to secure debt.

Transfer of title to a rehabilitated property secured by a deed to secure debt and contract under this program as described in the paragraph above, to the heirs, devisees, or assigns of an homeowner shall at the option of the County be deemed to be a sale to a third party purchaser without the prior written consent of the County and subject to all rights of note acceleration and foreclosure retained in the deed to secure debt securing the lien in the favor of the County. Heirs, devisees, or assignees of the homeowner eligible for low or moderate income housing assistance from the federally funded programs through the County may request a waiver of the County's rights and powers of acceleration and foreclosure under the deed to secure debt, but the County has no obligation to grant any such waiver.

XVIII. SUBORDINATION

Upon verification of program income eligibility standards, the County may consider the postponement of a Mortgage for the refinancing of a first mortgage at a lower interest rate and no additional cash out.

An exception may be made for refinancing to cover medical costs or necessary emergency home improvements. Verification such as work estimates and medical documentation will be required.

Prior to subordination, a copy of the new mortgage application will be required to verify that the income level of the homeowner has not increased to such a level that they no longer meet the eligibility requirements of the original loan. All requests will be reviewed by the Program Director and approved by the County Administrator or designee prior to subordination.

XIX. MULTIPLE ASSISTANCE

The County recognizes that there may be instances when a homeowner who has already been assisted through the Program may be requesting additional assistance. It is the policy of the County that repeat beneficiaries residing at the original home, cannot ask for assistance within five (5) years of the completion of the initial rehabilitation and total value of their current lien(s) cannot exceed $15,000.00. Total lien value held against the property cannot exceed $25,000.

It is recognized that there may be instances when emergency assistance is needed. If this is the case, the applicant will be allowed to complete an application for emergency repairs which would be limited only to no heat in winter (Sept-Mar) or no running water.

XX. VARIANCES FROM POLICY

Variances from these policies and procedures shall only be granted by the County, under extraordinary and extenuating circumstance and, by recommendation of the Program Director and approval of the County Administrator or designee. The County will consider a variance to the existing policies that document specific hardship on the part of the homeowner or other parties involved in a project, and that granting a variance will further the goals, purposes, and effectiveness of the Program and will conform to all applicable HUD guidelines. Waiver of policy cannot be granted if they conflict with HUD regulatory requirements.

XXI. RIGHTS AND RESPONSIBILITIES OF THE HOMEOWNER

The homeowner is responsible for submitting true and accurate household financial and other information required to document eligibility for the program. The homeowner is also responsible for notifying the County, in writing, of any change in household composition or income within ten (10) calendar days of such change. Failure to provide updated information shall result in exclusion from the program.

The homeowner is also responsible for:

a) selection of the contractor (in accordance with County and program procurement requirements),
b) making reasonable accommodation to the schedules of the contractor and the County for the purposes of inspections, completion of work, etc.,
c) participating in identifying the priority of all work items essential for bringing the structure to local code and within program parameters and policy,
d) reviewing, executing, and understanding the contract, work write-up, and associated documents,
e) notifying the contractor and HCD and Triad Associates of any concerns **during the construction period**,
f) participating in the final inspection and executing the final inspection report,

g) repaying the prorated share of the project cost that may not yet be forgiven under the terms of the lien, if the property is sold or no longer remains the principal residence during the affordability period after completion of work,
h) providing proper maintenance to all installed items/components to help minimize premature failure or damage, and
i) maintaining required insurance for the duration of the lien.

XXII. RIGHTS AND RESPONSIBILITIES OF CONTRACTORS

The contractor is responsible for completing the work as identified in the contract and the accepted and approved quote for the work write-up within the agreed-upon timeframe and for the following:

a) communicating with the homeowner and Triad Associates regarding status of the work during the construction period,
b) adhering to warranty agreements and performing warranted work within the warranty period(s),
c) notifying HCD in writing, including justification(s) of the need for any change orders and negotiating with HCD regarding the cost of such change orders and time required to complete them,
d) completing any items identified at the final inspection prior to execution of the Certificate of Completion,
e) cleaning the property of work material after conclusion of work,
f) ensuring quality of workmanship and materials in compliance with the contract,
g) making reasonable accommodation with Triad Associates and the homeowner regarding scheduling of inspections and completion of the work,
h) performing all work in an acceptable and professional manner, and
i) completing all required Priority I items prior to starting any Priority II, III, IV or V items as identified in Section VII. Eligible Improvements and Upgrades.

XXIII. GRIEVANCE PROCEDURES

A. Appeal Process

Should the homeowners or contractors find themselves in a dispute they should communicate their concerns to the HCD. If these concerns cannot be negotiated or resolved successfully between the parties, either side may request an appeal with the Department Director or his/her designee who will serve as the Arbiter.

Such an appeal shall be in writing, identifying the basis for the specific complaint, the section in the contract or policies/procedures, which are perceived to be violated, and the sequence of events affecting the project to date. All relevant supporting documentation (photographs, copies of dated Certificate of Inspection, insurance information, etc.) should be attached.

The Department Director or his/her designee will respond to this complaint in writing within ten (10) business days of receiving the complainant's letter. The Department Director or his/her designee is authorized to make reasonable accommodation, as necessary, to resolve complaints within HUD guidelines and in accordance with the program goals of efficiency and effectiveness.

Upon approval of the homeowner's application for assistance, the applicant shall be given the opportunity to read the above "Rights and Responsibilities" and "Grievance Procedures" sections of

this document and shall sign a statement indicating that he/she understands them. This statement shall be maintained in the official case file.

The HCD may at any time terminate or deny assistance for a homeowner for any of the following reasons:

- If any member of the household fails to sign and submit consent forms for obtaining information, such as income verifications and other release of information forms.
- If any member of the household violates any of the policies and procedures under this program.
- If the homeowner or family member commits fraud in connection with this program.
- If the homeowner or family member has engaged in or threatened abusive or violent behavior towards County and/or its Designees' personnel.
- If the house becomes damaged prior to the beginning of or during repairs due to homeowner neglect, weather damage covered by homeowner's insurance, or other similar circumstances.

1. Initial Determination to Deny Assistance

The HCD and/or its designee may receive information regarding grounds for denial of assistance through file review, third parties or other reliable sources. Upon receiving such information, the HCD and/or its designee will send a letter to the homeowner indicating the grounds for denial of program assistance or a request to provide further necessary information. This letter will include the basis for denial of assistance and inform them that they have ten (10) calendar days to contact the HCD to request an informal review or to supply the requested information. If the homeowner provides acceptable information to the HCD, the information will be placed into the homeowner's file with an explanation of the findings and the matter is closed.

If the homeowner does not respond to the letter, or furnish the requested information, then the HCD and/or its designee will send a final letter informing the homeowner of the closeout of the file.

2. Informal Reviews

When a homeowner requests an informal review, the following procedures will be followed:

1. The HCD will schedule and conduct an informal review at the earliest convenient time after receipt of the homeowner's written request. The HCD shall advise the homeowner of the appointed time in writing.
2. The Department Director may conduct the hearing or assign the request for an informal review to a designee serving as the hearing officer. The hearing officer may not be the person who made the decision under review, or a subordinate of this person.
3. The homeowner must be given the opportunity to present written or oral objection to the standing determination.
4. The person conducting the informal review will receive and review the homeowner's objections and will base their decision on:
    a) Whether or not applicable policy was or would be violated
    b) The validity of the evidence presented by the homeowner and the HCD
    c) Unusual or extenuating circumstances that may warrant an exception to program policies

3. Notice of Decision

Upon conclusion of the informal review, the hearing officer shall have ten (10) calendar days in which to issue a Notice of Decision. The Notice of Decision shall be in writing and shall include the following:

a) Introduction – The introduction will generally include the name of the homeowner, date, time and place of the review; name of the hearing officer; name of the Owner Occupied Rehabilitation Program Representative; and the name of the homeowner's representative, if any.
b) Background – The background will provide a statement of the policy violated
c) Summary of Facts – A brief summary of relevant facts presented by both parties, documents presented and the statements given by other interested parties.
d) Final Decision – The decision of the HCD. **In no circumstance will the decision of the hearing officer violate any HUD regulatory requirement.**

XXVI. FRAUD AND PROGRAM ABUSE POLICY

The HCD considers the Owner-Occupied Rehabilitation Program as a valuable resource for needy residents. The Owner-Occupied Rehabilitation Program is not an entitlement program to homeowner recipients. The HCD shall ensure that the administration and operation of the program is in compliance with HUD regulations and this policy and that all necessary and appropriate actions are taken to safeguard the public trust.

The following procedures will be followed only after the homeowner has been allowed to exercise their rights as outlined in section XXV.

- **Investigation**

1. Upon receipt of an allegation, the HCD will determine if the allegation is a program violation and what type of documentation or verification is needed to confirm or deny the allegation.
2. The HCD will gather the necessary documentation and prepare a case file that will include the allegation, policy violated, supporting documentation and any other pertinent information including conducting an interview of the applicant/recipient, as needed.
3. If the evidence does not support the allegation, the report will represent that the investigation is closed with all appropriate documentation and reports placed in the applicant's/recipient's file indicating the outcome of the investigation.

- **Enforcement**

1. If the applicant cannot present evidence that would clear them from the allegation or, the applicant does not respond to the HCD requests for information within ten (10) calendar days from the date of the request, the HCD will send the applicant a letter stating that their application for assistance has been denied. The letter shall include the reason for denial and the policy violated and a statement that describes their right to appeal. The applicant shall have ten calendar days to respond to the letter. Failure to respond to the letter within ten calendar days will forfeit the applicant's right to appeal.

- **Appeals**

In either type of enforcement action, a letter shall be mailed notifying the applicant/recipient of their right to appeal in cases of denial of assistance or repayment of grant funds.

1. Fraud and/or Program Abuse – Preliminary Application Phase, No Funds Expended

a. The applicant will be provided the right of appeal.

b. If the applicant is found to be guilty of fraud and/or program abuse and the decision of the hearing officer is to deny the homeowner's request for assistance, the homeowner's application will be voided and the homeowner will be ineligible for any future assistance under the Owner-Occupied Rehabilitation Program.

2. Fraud and/or Program Abuse – Construction, Work in Progress Phase – Funds Obligated and/or Expended

a. Any work that has not been started and is not required to complete work that is already in progress will be halted. The contractor and homeowner will be notified by the HCD, in writing, which items are authorized to be completed and which items will not be authorized for completion.

b. The HCD will determine the amount of funds expended and will authorize payment to the contractor once the HCD Inspector and/or Designee has inspected the work and determined the work meets rehabilitation standards.

c. The homeowner's presence shall be requested at the time of final inspection *but is not required.*

d. If the homeowner refuses to allow access to the property, the contractor shall be required to submit a statement of work completed affidavit indicating the amount of payment requested based on items identified on the accepted proposal that have been completed.

e. The homeowner will receive a statement indicating amount owed and will be required to pay that amount within 30 days from receipt of notice unless there was an alternative payment schedule established, and agreed upon by the HCD, during the informal review process as outlined in section XXV.

f. The work completed shall carry no warranty.

3. Fraud and/or Program Abuse – Work Completed and Lien Filed

In circumstances where the homeowner has received rehabilitation assistance and a lien has already been filed, the homeowner will be required to repay the amount of the lien in accordance with the following schedule unless an alternative payment schedule was established and agreed upon by the HCD during the informal review process as outlined in section XXV.

• **Repayment Schedule**

1. $1,000 or less – recipient must repay the entire amount within 30 calendar days of notification
2. $1,001 - $5,000 – recipient must pay one-third down within 30 calendar days of notification and the balance must be paid in twelve equal monthly payments starting sixty calendar days after notification
3. $5,001 - $10,000 – recipient must pay one-third down within 30 calendar days of notification and the balance must be paid in twenty-four equal monthly payments starting sixty calendar days after notification
4. $10,001 - $15,000 – recipient must pay one-third down within 30 calendar days of notification and the balance must be paid in thirty-six equal monthly payments starting sixty calendar days after notification

5. $15,001 - $25,000 – recipient must pay one-third down within 30 calendar days of notification and the balance must be paid in forty-eight equal monthly payments starting sixty calendar days after notification

If a recipient fails to make two consecutive payments, the County may notify the recipient, in writing, of its intent to exercise its right to foreclose on the property. Notification must be by United Stated Postal Service Certified Mail, Return Receipt Requested, and must give the recipient the opportunity to appeal the decision to the HCD or his/her designee. The recipient shall be given ten (10) calendar days to file a written response. Failure of the recipient to respond in writing within ten (10) calendar days will forfeit the recipient's rights of appeal.

- **Referral to HUD**

The County may, at its discretion, refer a case involving fraud and/or program abuse to HUD for review and possible criminal prosecution.

HOMEOWNER ACKNOWLEDGEMENT

Date: _____

I, _____, (full name) owner of the property located

at _____, (address), as applicant for house rehabilitation assistance from the County of Gloucester's Owner-Occupied Rehabilitation Program, have read the County's Policies and Procedures regarding this program and have reviewed the sections entitled "Rights and Responsibilities" and "Grievance Procedures." I understand and acknowledge these policies and agree to adhere to these procedures in resolving any differences or disputes which may arise during the course of and upon completion of rehabilitation work on the above-listed property.

Signed:

_____

_____

Homeowner(s)

Appendix A

CONTRACTOR INSURANCE REQUIREMENTS FOR OWNER-OCCUPIED REHABILITATION PROGRAM

Prior to executing contracts in connection with the Gloucester County Owner-Occupied Rehabilitation Program, a contractor must submit to the homeowner and the County's Department of Housing and Community Development (HCD) a certificate(s) of insurance from a satisfactory insurer(s) stating that it carries the following types of coverage in the minimum amounts stated.

- **Commercial General Liability Insurance**

The policy will allow for $500,000 per occurrence for bodily injury, death, personal injury, and property damage. The policy shall include coverage for premises/operations, products and completed operations, and contractual liability. This policy shall have no standard coverage removed by exclusions.

- **Automobile Liability**

Coverage shall be provided for bodily injury and property damage for owned, hired, and non-owned vehicles with minimum limits in the amount required by State of New Jersey law.

- **Workers' Compensation and Employers' Liability**

Statutory Workers' Compensation coverage with Employers' Liability policy has limits of $100,000 for each accident, $500,000 policy limit for disease, when applicable.

- **Other Insurance Provisions**

1. The County of Gloucester shall be named as an additional insured on the general liability policy. These policies shall contain the appropriate additional insured endorsements signed by a person authorized by that insurer to bind coverage on its behalf.
2. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the County of Gloucester, its officials, employees, and volunteers for losses arising from the activities under this contract.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after 30 days' prior written notice has been provided to the County.
4. Certificates of Insurance shall be completed on the ACCORD form only and shall be forwarded to the HCD.

Appendix B

LEAD HAZARD REDUCTION ACTIVITIES FOR HUD FUNDED HOUSING PROGRAMS

I. Purpose

The purpose of lead hazard reduction activities in the Gloucester County Owner Occupied Rehabilitation Program is to reduce or eliminate lead hazards in pre-1978 federally assisted housing units. The goals of lead reduction activities are:

- To reduce lead poisoning or the risk of lead poisoning to children and families;
- To educate families about lead poisoning prevention; and
- To provide intervention through the reduction of lead-based paint hazards in pre-1978 units that contain lead-based paint hazards in the City's federally assisted housing programs.

II. General Requirements

Notification - The County and all sub-recipients must follow the lead notification procedures outlined below when dealing with pre-1978 housing units, regardless of the type of activity funded. Proper documentation that all required notification was given must be maintained in all project files. The notices are as follows:

- Lead Information Pamphlet and Lead Disclosure Form - occupants of the unit will receive the HUD/EPA pamphlet "Protect Your Family from Lead in Your Home" and the Lead Disclosure Form. If the unit is known to be a pre-1978 unit that contains lead-based paint or lead-based paint hazards, owners must notify tenants and prospective buyers if the owner at any time uses the unit for rental property or decides to sell the property.
- Notice of Hazard Evaluation or the Presumption of Lead-Based Paint or Hazards - unit occupants will receive notification of the results of any lead hazard evaluation or the presumption of lead-based paint or hazards within fifteen (15) days after the results has been determined.
- Notice of Reduction Activities - unit occupants will receive notification of the results of hazard reduction activities. The type of reduction activity will vary according to the level of assistance provided.
- Safe Methods of Paint Removal

The HCD will document that contractors have been informed of the permissible methods of paint removal and document safe work practices are followed. Safe work methods are required on interior surfaces larger than two square feet and on exterior surfaces larger than 20 square feet. At the very least, the program will fund the repair of any painted surface that is disturbed during our work. We may stabilize deteriorated paint, which includes the correction of moisture leaks or other obvious causes of paint deterioration. We will have clearance examination conducted following most work activities to ensure that the work has been completed; that dust, paint chips and other debris have been satisfactorily cleaned up; and that dust lead hazards are not left behind.

The program will conduct a risk assessment to identify lead-based paint hazards, and as necessary, perform interim control measures to eliminate any hazards that are identified or, in lieu of a risk assessment, perform standard treatments throughout a unit. The type

and amount of Federal assistance and rehabilitation hard costs for the unit will determine the level of lead hazard reduction we will complete.

To comply with the regulations controlling lead hazards in housing receiving federal assistance, the County will ensure the regulations implementing sections 1012 and 1013 of the Residential Lead-Based Hazard reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992 applies to all homes constructed prior to 1978 are fully adhered to.

The following requirements apply to federally funded rehabilitation:

A. Rehabilitation where cost is between $1,000 and $5,000:

- Provision of the "Protect Your Family From Lead in your Home" Pamphlet
- Paint testing (where disturbed)
- Repair surfaces disturbed during rehabilitation
- Use Safe Work Practices
- Clearance of the Work Site
- Appropriate notices

B. Rehabilitation where cost is between $5,000 and $25,000:

- Provision of the "Protect Your Family From Lead in your Home" Pamphlet
- Paint testing and Risk Assessment
- Interim Controls
- Use Safe Work Practices
- Clearance of the Unit
- Appropriate notices

C. Rehabilitation where costs exceed $25,000:

- Provision of the "Protect Your Family From Lead in your Home" Pamphlet
- Paint testing and Risk Assessment
- Abatement (Interim Controls exterior)
- Use Safe Work Practices
- Clearance of the Unit
- Appropriate notices

The County Lead Contractor will inspect the unit to perform a "Risk Assessment" and lead-based paint testing with an XRF machine. Those elements which require remediation will be incorporated into the work write-up/cost estimate by the HCD Inspector and/or designee. The owner will be provided a copy of the results of this test and the required pamphlet on lead-based paint hazards.

In terms of occupant protection and temporary relocation during lead hazard reduction**,** if the job requires lead hazard reduction, appropriate actions typically will be taken to protect occupants from lead-based paint hazards if the unit will not be vacant during the

rehabilitation project. In those cases, occupants may not enter the worksite during the lead hazard reduction activities. Re-entry is permitted only after such activities are completed and the unit has passed a clearance examination.

Occupants of the unit do not have to be relocated if:

- rehabilitation work will not disturb lead-based paint or create lead-contaminated dust,
- hazard reduction activities can he completed within one 8-hour daytime period and the worksite is contained to prevent safety, health, or environmental hazards,
- exterior-only work is being performed where the windows, doors, ventilation intakes, and other openings near the worksite are sealed during hazard reduction activities and cleaned afterward, allowing for a lead-free entry to be maintained,
- hazard reduction activities will be completed within 5 calendar days and the work area is sealed, the area within 10 feet of the containment area is cleaned each day, occupants have safe access to sleeping areas, bathroom and kitchen facilities; and occupants are not permitted into the worksites until after clearance has been achieved.

HUD has advised that relocation of elderly occupants is not typically required, so long as complete disclosure of the nature of the work is provided and informed consent of the elderly occupant(s) is obtained before commencement of the work.

If occupied units are to undergo more extensive lead hazard abatement activities, the occupant(s) must be temporarily relocated. Most often, furniture and occupant belongings can be covered and sealed with protective plastic sheeting, although storage of major furniture and removal of all small furnishings during the hazardous materials reduction work may sometimes be necessary. Owners are responsible for carefully packing all breakables; removing all clothing from closets, etc. During the abatement work, only workers trained in lead hazard reduction may enter the work site. This means that neither owners nor occupants are permitted to return to the work site during the day or at night. If an owner requires special needs to re-enter the site, this will be arranged by the Gloucester County staff.

Only when the unit has been cleaned to the federally- mandated standards and passed a clearance examination is it safe and permissible to return. The County's staff will notify the homeowner with an Authorization for Re-Occupancy. Sometimes the jobs are completed in stages, with the lead hazard reduction work occurring first and the normal renovation work following. In these cases interim dust lead clearance must be obtained prior to re-occupancy by the owners or occupants and other non-lead related rehabilitation workers. Final lead dust clearance must be repeated following the rehabilitation work to verify that the residence is free of lead hazards. The County's program staff can provide more information.

D. New Sharon Woods Extension of Controls Documentation

Please record only

69149

RECORD & RETURN TO:
SURETY TITLE CORPORATION
3 E. STOW RD.
MARLTON, NJ 08053

Docket# 65733 Type: AGR Pages: 20
James N. Hogan, Gloucester County Clerk
Receipt#: 54476 10:41:50 A.M. 09/26/2006
Recording Fee: $.00 DB 4282 1

USE AGREEMENT
FOR MULTIFAMILY PROJECTS PARTICIPATING IN THE MARK-TO-MARKET PROGRAM UNDER THE MULTIFAMILY ASSISTED HOUSING REFORM AND AFFORDABILITY ACT OF 1997

THIS USE AGREEMENT (this "Agreement") is made, as of September 25, 2006, by and between NEW SHARON WOODS ASSOCIATES, a New Jersey limited partnership (the "Owner"), and SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C. (the "Secretary" or "HUD").

RECITALS:

A. The Owner is the owner of that certain real property located in the Township of Deptford, County of Gloucester, State of New Jersey, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Property"), on which is constructed that certain rental apartment project known as New Sharon Woods, FHA Project No. 035-35102 and, together with the Real Property, the "Property").

B. The Property is encumbered by that certain mortgage loan (the "Loan") made by New Sharon Woods Associates, a New Jersey Limited Partnership to New Sharon Housing Development Corporation of Gloucester County by The Philadelphia National Bank, Trustee, dated May 31, 1983, recorded June 2, 1983 in Mortgage Book 975, Page 328, showing an original principal amount of $2,710,200.00. Said Mortgage was assigned to Delaware Trust Company by Assignment recorded August 21, 1995 in Assignment Book E18 Page 145. Said Mortgage was modified by Modification of Mortgage by and between New Sharon Woods Associates, a New Jersey Limited Partnership and New Sharon Housing Development Corporation of Gloucester County, by the Philadelphia National Bank, now known as Corestates Bank, N.A., Trustee, dated March 23, 1993, recorded March 26, 1993 in Book 2318, Page 249.

C. In connection with, as a condition to and in consideration for the Owner's participation in the Mark-to-Market Program, as authorized by the "Multifamily Assisted Housing Reform and Affordability Act of 1997," Title V of the Departments of Veterans Affairs, Housing and Urban Development and Independent Agencies Appropriations Act, 1998 (Pub. L. No. 105-65, 111 STAT. 1384, approved 10/27/97), the Owner and the Secretary entered into that certain Restructuring Commitment dated June 21, 2006 as amended through the date hereof, pursuant to which the parties have agreed, among other things, that: (i) the Loan shall be fully prepaid; and (ii) the Project shall be subject to certain rental restrictions and other requirements, as set forth herein.

69149

NOW, THEREFORE, in consideration of the foregoing premises, the sum of Ten Dollars

($10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

2. Definitions.

a. "Closing Date" shall mean the date upon which the Transaction is consummated through the execution and recordation of binding legal instruments (the "Closing").

b. "Code" shall mean Section 42 of the Internal Revenue Code of 1986, as amended, and any Treasury regulations promulgated thereunder, as in effect as of the date hereof.

c. "Expiration Date" shall mean the thirtieth (30^{th}) anniversary of the Closing Date of this Agreement.

d. "Low Income Tenants" shall mean persons or families having an income that is greater than twenty percent (20%) but not more than fifty percent (50%) of Median Income (as hereinafter defined), with adjustments for smaller or larger families.

e. "Median Income" shall mean the median gross income for a person or a family, as applicable, in the area in which the Project is located, as established under Section 8 of the United States Housing Act of 1937, as amended ("Section 8").

f. "Rent-Restricted" shall mean a gross rent (as defined in the Code) that does not exceed twenty percent (20%) of the imputed income limitation (as defined in the Code) for the applicable Units (as hereinafter defined).

g. "Units" shall mean all of the dwelling units in the Project.

h. "Very Low Income Tenants" shall mean persons or families having an income that is fifty percent (50%) or less of Median Income, with adjustments for smaller and larger families.

3. Term. This Agreement shall be effective from the Closing Date through the

Expiration Date (such period being hereinafter referred to as the "Term").

4. Use Requirement. Throughout the Term, the Project shall be used solely as rental housing with no reduction in the number of residential units unless approved in writing by HUD, except to the extent that another use may have been approved by the Secretary prior to the commencement of the Term, or to the extent that such other use is approved by the Secretary during the Term.

5. Affordability Requirement. The Owner hereby agrees that, at any time during the Term less than 20% of the Units in the Project, receive rental assistance under a Section 8 project-based Housing Assistance Payments contract, the Owner shall comply with the affordability requirement marked below, at the time of closing, with an "X" (the "Affordability Requirement"):

a. ___ at least 20% of the Project's units shall be occupied by Very Low Income tenants whose annual gross incomes are equal to or less than 50% of the area median gross income, and the rental rates for such units shall not exceed 30% of the "imputed income limitation" (as defined in Section 42 of the Internal Revenue Code) for such units; or

b. _X__ at least 40% of the Project's units shall be occupied by Low Income tenants whose annual gross incomes are equal to or less than 60% of the area median gross income, and the rental rates for such units shall not exceed 30% of the "imputed income limitation" (as defined in Section 42 of the Internal Revenue Code) for such units.

Notwithstanding the foregoing, in the event the Owner is able to demonstrate to HUD's satisfaction that despite the Owner's good faith and diligent efforts to do so, the Owner is unable either (1) to rent a sufficient percentage of Units to Low Income Tenants or Very Low Income Tenants in order to satisfy the Affordability Requirement, or (2) to otherwise provide for the financial viability of the Project, HUD may, in its sole discretion, agree to reduce the percentage of Units subject to the Affordability Requirement or otherwise modify the Affordability Requirement in a manner acceptable to the Owner and HUD. Any such modification of the Affordability Requirement shall be evidenced by a written amendment to this Agreement executed by each of the parties hereto.

6. Displacement Prohibition. The Owner agrees not to refuse to lease a dwelling unit offered for rent, or otherwise discriminate in the terms of tenancy, solely because any tenant or prospective tenant is the holder of a Certificate or a Voucher under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), or any successor legislation

(hereinafter referred to as "Section 8").

7. Determination of Tenant Income. The initial determination of whether an individual or family qualifies as a Very Low Income Tenant or a Low Income Tenant shall be made no more than ninety (90) days prior to the date that the tenancy is commenced. Subsequent determinations shall be made once annually thereafter (hereafter "recertifications") as specified below, and on the basis of the then current income of the resident. For recertification purposes, each tenant's Income Certification shall be fully executed and dated no more than ninety (90) calendar days prior to the date of each anniversary of the date that the tenancy had commenced. The Owner shall obtain, and maintain on file for a period of not less than three (3) years following the Owner's receipt thereof, an executed original Tenant's Initial Income Certification and subsequent Income Recertifications, in the form attached hereto as Exhibit B, or such other form as may be prescribed or approved by the Secretary, for each Very Low Income Tenant and each Low Income Tenant.

8. Character of Units. Any Unit occupied by an individual or a family qualifying as a Very Low Income Tenant or a Low Income Tenant shall continue to be treated as if occupied by a Very Low Income Tenant or a Low Income Tenant, as applicable, even though such individual or family subsequently ceases to be of very low or low income so long as the income of such individual or family does not exceed 140% of the income limitation applicable under the Affordability Requirement and such Unit remains Rent-Restricted. If a Unit is no longer occupied by an individual or family that qualifies as a Very Low Income Tenant or a Low Income Tenant, such Unit shall be treated as occupied by a Very Low Income Tenant or a Low Income Tenant, as applicable, until reoccupied, at which time the character of the Unit shall be redetermined; provided, however, that such Unit shall not be treated as reoccupied for such purpose if it is occupied for one (1) temporary period of not more than 31 days. All Units leased to Very Low Income Tenants or Low Income Tenants shall have substantially the same equipment, amenities and facilities and shall be of substantially the same quality and type of construction as the other Units.

9. Civil Rights Requirements. The Owner will comply with the provisions of any applicable federal, state or local law prohibiting discrimination in housing on the basis of race, color, religion, sex, national origin, handicap or familial status, including but not limited to: Title VI of the Civil Rights Act of 1964 (Public Law 90-284, 82 Stat. 73), the Fair Housing Act, Executive Order 11063, and all requirements imposed by or pursuant to the regulations of HUD implementing these authorities, including, but not limited to, 24 CFR Parts 1, 100, 107, and 110, and Subparts I and M of Part 200.

10. Housing Standards. The Owner agrees that, throughout the Term, it shall (a)

maintain the Project in good repair and condition in accordance with applicable local codes and the Uniform Physical Condition Standards set forth in 24 CFR Part 5, Subpart G as amended; (b) maintain and operate the Units and related facilities to provide decent, safe and sanitary housing, including the provision of all services, maintenance and utilities; and (c) comply with the lead-based paint regulations set forth in 24 CFR Part 35, as amended. If the Secretary determines that the Owner is not fully satisfying one or more of the foregoing obligations, the Secretary shall have the right to impose any remedies, administrative actions and/or sanctions provided under or authorized by applicable law and regulations, including without limitation as provided under 24 CFR Part 24.

11. Violations; Secretary's Remedies. If the Secretary determines that the Owner has violated any of the terms of this Agreement, including, but not limited to, failure to comply with any of the requirements imposed under Section 10 above, the Secretary shall notify the Owner of its determination and the Owner shall have ninety (90) calendar days after receipt of such notification in which to cure the violation. Promptly following the expiration of the foregoing ninety (90) day period, the Secretary shall reinspect the Project and/or take other investigative steps as it deems necessary in order to ensure compliance. The failure to cure any violation to the Secretary's satisfaction within such ninety (90) day period shall constitute a covenant default under the Regulatory Agreement for Projects with Mortgage Restructuring Mortgages in the Mark-to-Market Program, which may result in the acceleration of the Mortgage Restructuring Note that is held by the Secretary and the Mortgage Restructuring Mortgage secured by the Project, payment of relocation expenses to tenants admitted to the Project in violation of the Affordability Requirement; and, the imposition of any other remedies, administrative actions and/or sanctions provided under or authorized by applicable law and regulations, including those provided under 24 CFR Part 24. The parties further agree that upon any default under this Agreement, the Secretary may apply to any court, state or federal, for specific performance of this Agreement, for an injunction against violation of this Agreement or for such other equitable relief as may be appropriate, since the injury to the Secretary arising from a violation under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.

12. Submission of Certifications. The Owner must submit to the Secretary or the Participating Administrative Entity ("PAE"), within thirty (30) calendar days following the Secretary's request therefore, any certifications, statements or other information as the Secretary may reasonably require relating to the monitoring of the Owner's compliance with this Agreement. During the term of this Agreement, the Owner shall submit to the Secretary (by delivery to the local HUD office), the PAE (if serving as the Use Agreement Monitor), and to the unit of local government responsible for providing affordable housing to the jurisdiction in which the Project is located (the "Affected Unit of Local Government"), within thirty (30) calendar days following each anniversary of the execution

of this Agreement, an executed original of the Owner's Compliance Certification, in the form attached hereto as Exhibit C, certifying that the Owner is in compliance with the terms of this Agreement. The Owner shall maintain on file, for a period of not less than eight (8) years from the date thereof, a copy of each Owner's Compliance Certification submitted in accordance with this Section.

13. Covenants to Run with Land. The Owner hereby subjects the Property to the covenants, reservations and restrictions set forth in this Agreement. The Owner hereby declares its express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon the successors in title to the Property throughout the Term. Each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Property 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 instrument. The Secretary hereby agrees that, upon the request of the Owner made on or after the Expiration Date, the Secretary shall execute a recordable instrument approved by the Secretary for purposes of releasing this Agreement of record. All costs and expenses relating to the preparation and recording of such release shall be paid by the Owner.

14. Superiority. The parties hereto understand and agree that, notwithstanding any provisions contained in this Agreement, or any other instrument or agreement affecting the Property, the restrictions and covenants hereunder are not intended by the parties hereto to either create a lien upon the Property, or grant any right of foreclosure, under the laws of the jurisdiction where the project is located, to any party hereto or third party beneficiary hereof upon a default of any provision herein, rather they are intended by the parties hereto to constitute a restrictive covenant that is filed of record prior in time to any instrument or agreement granting a security interest in the Project, and that, notwithstanding a foreclosure or transfer of title pursuant to any other instrument or agreement, the restrictive covenants and provisions hereunder shall remain in full force and effect.

15. Third-Party Enforcement. In the event of a breach or threatened breach of any of the provisions of this Agreement in any material respect, and after giving notice and a reasonable opportunity to cure, the following individuals and groups may institute proper legal action to enforce performance of this agreement, to enjoin any conduct in violation of this agreement, to recover damages (including refunds, with interest, on rent overcharges) and reasonable attorneys' fees and/or to obtain whatever other relief may be appropriate: a tenant of the property that is the subject of this Agreement, and any organization representing these tenants, or an applicant for occupancy, class of such eligible tenants and/or applicants, organizations representing project tenants, the Affected Unit of Local

Government, the Participating Administrative Entity that was responsible for restructuring the property pursuant to the Multifamily Assisted Housing Reform and Affordability Act of 1997 (MAHRA), and/or the Secretary, or his or her successors or assigns, may institute proper legal action to enforce performance of such provisions, to enjoin any conduct in violation of such provisions, to recover damages (including refunds, with interest, on rent overcharges) and reasonable attorneys' fees and/or to obtain whatever other relief may be appropriate.

16. Subsequent Modifications and Statutory Amendments. The Secretary may implement modifications necessitated by any subsequent statutory amendment without the consent of any other party, including those having the right of enforcement. The Secretary or his or her successors or assigns may also modify this Agreement, without consent of any other party, including those having the right of enforcement, to require that any third party obtain prior HUD approval for any enforcement action concerning preexisting or future violations of the Use Agreement.

17. Other Agreements. The Owner represents and warrants that it has not and will not execute any other agreements with provisions contradictory or in opposition to the provisions of this Agreement and that, in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any other conflicting requirements.

18. Binding Effect. Upon conveyance of the Property during the Term, the Owner shall require its successor or assignee to assume its obligations under this Agreement. In any event, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

19. Amendment. Notwithstanding paragraph 16, this Agreement may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.

20. Severability. Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

21. Headings. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.

22. Governing Law. This Agreement shall be governed by all applicable federal laws and the laws of the state in which the Project is located.

23. Counterparts. This Agreement may be executed in any number of counterparts, all of which counterparts shall be construed together and shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Use Agreement to be executed and made effective as of the date first above written.

WITNESS/ATTEST:

OWNER

New Sharon Woods Associates
A New Jersey limited partnership

By: Carpenters Development Deptford, Inc.,
A New Jersey non-profit corporation
General Partner

Geri Spencer

By: Frank Spencer, President

STATE OF N.J.)
) ss:
COUNTY OF CAMDEN)

Before me CHRIS W. BUCHANAN, a Notary Public in and for said County and State, on this 25th day of SEPTEMBER, 2006 personally appeared Frank Spencer, President of Carpenters Development Deptford, Inc., general partner of New Sharon Woods Associates, a New Jersey limited partnership, known to me to be the identical person who subscribed the name of the maker thereof to the forgoing instrument as President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such limited partnership, for the uses and purposes therein set forth.

Notary Public

My commission expires

[NOTARIAL SEAL]

CHRISTINE WELSH BUCHANAN
A Notary Public of New Jersey
My Commission Expires AUGUST 29, 2010

HUD SIGNATURE PAGE TO USE AGREEMENT

WITNESSES:

Name:

Name:

SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C.

BY: DONNA ROSEN
Authorized Agent DIRECTOR
WASHINGTON PRESERVATION Office

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

On the 22nd day of SEPTEMBER, 2006, before the undersigned, a Notary Public in and for said State, personally appeared DONNA ROSEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

My commission expires

Notary Public

[NOTARIAL SEAL]

SIMON TAMALE TYABA
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
My Commission Expires Jan. 3, 2007

EXHIBIT A
LEGAL DESCRIPTION

[attached]

LEGAL DESCRIPTION

ALL that certain land and premises situate in the Township of Deptford, County of Gloucester and the State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Southerly right-of-way line of Hillcrest Drive (50 feet wide) and a corner in the division line of Lots 13 and 14, Block 398-1, said point being located the following three courses from the Westerly terminus of a curve connecting the said Southerly right-of-way line of Hillcrest Drive with the Westerly right-of-way line of New Sharon-Tanyard Road (County Route No. 663) (70 feet wide; thence

(a) From said Westerly terminus of the connecting curve and along the Southerly right-of-way line of Hillcrest Drive, North 89 degrees 16 minutes 05 seconds West, a distance of 78.19 feet to a point of curvature in same; thence

(b) Westwardly along a curve turning to the right, described by a radius of 490.00 feet, an arc distance of 38.33 feet to a point of tangency in said Southerly right-of-way line; thence

(c) Still along same, North 86 degrees 15 minutes 00 seconds West a distance of 77.89 feet to a point and the aforementioned place of beginning; and extending from said place of beginning; thence

(1) Along the Southerly right-of-way line of Hillcrest Drive, North 86 degrees 15 minutes 00 seconds West, a distance of 187.43 feet to a point of curvature in same; thence

(2) Westwardly along a curve turning to the left, described by a radius of 385.00 feet, an arc distance of 115.91 feet to a point of tangency; thence

(3) Still along the Southerly right-of-way line of Hillcrest Drive, South 76 degrees 30 minutes 00 seconds West, a distance of 100.00 feet to a point of curvature in same; thence

(4) Westwardly along a curve turning to the right, described by a radius of 200.00 feet, an arc distance of 133.04 feet to a point of compound curvature in same; thence

(5) Westwardly along a curve turning to the right, described by a radius of 126.21 feet, an arc distance of 41.26 feet to the Easterly terminus of a curve connecting said Southerly right-of-way line of Hillcrest Drive with the Southerly right-of-way line of Hillcrest Court (50 feet wide); thence

(6) Westwardly along connecting curve turning to the left, described by a radius of 25.00 feet, an arc distance of 24.15 feet to the Westerly terminus of same in the Southerly right-of-way line of Hillcrest Court; thence

(7) Along same South 78 degrees 00 minutes 00 seconds West, a distance of 106.84 feet to a point of curvature in same; thence

LEGAL DESCRIPTION

(8) Westwardly and Southwestwardly along a curve turning to the left, described by a radius of 40.00 feet, an arc distance of 34.53 feet to a point of reverse curvature in same; thence

(9) Southwestwardly, Westwardly and Northwestwardly along a curve turning to the right, described by a radius of 60.00 feet, an arc distance of 209.39 feet to a point, corner in the division line of Lots 12 and 13, Block 398-1; thence

(10) Along said division line, South 43 degrees 00 minutes 00 seconds West, a distance of 103.03 feet to an angle in same; thence

(11) Still along said division line South 80 degrees 54 minutes 45 seconds West, a distance of 42.11 feet to a point in the line of lands N/F Anna H. Sharp Estate, (Lot 13, Block 398); thence

(12) Along same, South 09 degrees 05 minutes 15 seconds East, a distance of 300.60 feet to a point, common corner to Lot 13 and lot 54, Block 398 (lands N/F Mary Smith); thence

(13) Along the line of N/F Mary Smith, South 82 degrees 08 minutes 30 seconds East, a distance of 553.07 feet to a corner in said lands of Smith; thence

(14) Along same in part and along the division line of Lots 13 and 14, Block 398-1, North 00 degrees 10 minutes 30 seconds, East, a distance of 296.05 feet to a point corner to said Lot 14 (open space to be dedicated to Deptford Township); thence

(15) Along the division line of Lots 13 and 14, Block 398-1, North 89 degrees 47 minutes 10 seconds East, a distance of 327.00 feet to a point corner to same; thence

(16) Still along the division line of Lots 13 and 14, Block 398-1, North 00 degrees 12 minutes 50 seconds West a distance of 193.64 feet to the point and place of BEGINNING.

BEING known as Lot 6, Block 398.01 as shown on the Township of Deptford tax map.

COMMONLY known as 111 Hillcrest Dr.

EXHIBIT B
TENANT'S INCOME CERTIFICATION

Project: _____
Tenant: _____
Unit: _____
Address: _____

ANTICIPATED INCOME
For each person who is expected to occupy the unit at any time during the next twelve (12) months, please provide the following information:

Name	Salary/Wages*	Other Income**	Total Income

* State the gross amount of compensation, before any payroll deductions, including any bonuses, overtime pay, tips, commissions or fees anticipated to be received during the next twelve months.

** State any other income anticipated to be received from any source whatsoever during the next twelve months, including but not limited to:

1. if net family assets (ie: the net cash value of capital investments after deducting the cost that would be incurred in disposing of the same) exceed $5,000, the greater of (i) interest, dividends, rental income or other income derived from all such assets, and (ii) the value of such assets multiplied by the current passbook savings rate as determined by HUD;

2. if net family assets do not exceed $5,000, interest, dividends, rental income or other income derived from all such assets;

3. net income from a profession or operation of a business;

4. regular or periodic payments received instead of earnings, such as unemployment

compensation, worker's compensation and severance (but not including lump sum payments that are received only once);

5. periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits;

6. periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts from persons not listed above;

7. welfare or public assistance, but if the public assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included shall consist of:

a. the amount of the assistance that is not specifically designated for shelter and utilities, plus

b. the maximum amount which the public assistance agency could in fact allow the occupant for shelter utilities;

8. for members of the armed forces, all regular pay, special pay and allowances (except special pay for hazardous duty); and

9. any earned income tax credit that exceeds the taxes paid for that year.

Do NOT include in the amount of other income shown above the following items:

a. temporary, special or irregular payments that may be received (including gifts);

b. income earned by children under 18 years of age;

c. payments received for the care of foster children;

d. amounts that are specifically for medical expenses;

e. lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workmen's compensation), capital gains and settlements for personal or property losses;

f. income of a live-in aid who resides in the apartment to assist an elderly or disabled person;

g. amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment; provided that any amounts of such scholarships or payments to veterans not used for the above purposes that are available for subsistence are to be included in income;

h. amounts received under training programs funded by HUD;

i. amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency; or

j. amounts received by a participant in other publicly assisted programs that are specifically for out-of-pocket expenses incurred (ie: special equipment, clothing, transportation, child care, etc.) and that are paid to allow participation in a specific program.

I, the undersigned, certify that I have read and answered fully, frankly and personally each of the foregoing questions and requests for information for all persons who are to occupy the Unit in the Project. I consent to the disclosure of this information to the Secretary of Housing and Urban Development. I certify under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, ____.

_____
Tenant

EXHIBIT C
OWNER'S COMPLIANCE CERTIFICATION

Project Name: _____
FHA Project #: _____
Owner: _____
Total # of Units: _____

THIS OWNER'S COMPLIANCE CERTIFICATION (this "Certification") is made by the undersigned, the Owner of the above referenced Project (the "Owner"), pursuant to that certain Use Agreement dated as of September 25, 2006 by and between the Owner and the Secretary of Housing and Urban Development, Washington, D.C. (the "Use Agreement").

1. As of the date of this Certification, the following number of Units in the Project (i) are occupied by Very Low Income Tenants or Low Income Tenants (as such terms are defined in the Use Agreement) or (ii) were previously occupied by Very Low Income Tenants or Low Income Tenants and have been vacant and not reoccupied (except for a temporary period of not more than 31 days):

a. Number of Units occupied by Very Low Income Tenants: _____

b. Number of Units occupied by Low Income Tenants: _____

c. Number of Units previously occupied by Very Low Income Tenants or Low Income Tenants that have been vacated and not reoccupied (except for a temporary period of not more than 31 days): _____

Attached to this Certification, as Attachment A, is a list of the Units that are currently occupied by Very Low Income Tenants or Low Income Tenants and the names of such tenants.

2. The total number of Units occupied or previously occupied by Very Low Income Tenants or Low Income Tenants (as indicated in Section 1.c. above) is _____ % of the total number of Units.

3. The undersigned hereby certifies that, as of the date of this Certification, (i) the Owner is not in default under any of the provisions of the Use Agreement, (ii) to the best of the Owner's knowledge, no default has occurred in the observance of any of the Owner's covenants contained in

the Use Agreement which observance would have been undertaken by any person related to or controlled by the Owner, and (iii) to the best of the Owner's knowledge, no event has occurred in connection with the operation of the Project that has caused or will cause the Project to cease to meet the requirements of the Use Agreement.

WARNING: It is a crime to knowingly make false statements to a federal agency. Penalties upon conviction can include a fine and imprisonment. For details, see Title 18 U.S.C., Sections 1001 and 1010.

OWNER

New Sharon Woods Associates,
A New Jersey limited partnership

By: Carpenters Development Deptford, Inc.
A New Jersey non-profit corporation
General Partner

_____

By: Frank Spencer, President

ATTACHMENT A
to
Owner's Compliance Certification

LIST OF UNITS OCCUPIED BY
VERY LOW INCOME TENANTS OR LOW INCOME TENANTS
AND NAMES OF TENANTS

Unit #	Name of Tenant

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

E. Deptwood Center Documentation

MEMORIALIZATION OF RESOLUTION NO. 2026-21
OF THE DEPTFORD TOWNSHIP PLANNING BOARD
RECOMMENDING AN AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWNSHIP OF DEPTFORD TO CREATE THE AR-5 DISTRICT IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the Township Council of the Township of Deptford has found that an Amendment to the Unified Development Ordinance (UDO) of the Township of Deptford is required to implement the Housing Element of the Fair Share Plan ("HEFSP") of the Municipality for the Fourth Round of affordable housing obligations by adding an age-restricted housing district to the UDO and Zoning Map to provide the opportunity for Inclusionary Affordable Housing; and

WHEREAS, the Planning Board of the Township of Deptford has adopted a Master Plan that comprehensively provides for the appropriate use, regulation and development of lands in the municipality under N.J.S.A.40:55D-28; and

WHEREAS, the Municipal Land Use Law requires that any amendments or revisions to Deptford Township's UDO shall be reviewed by the Planning Board to determine if the amendments or revisions thereto are substantially consistent with the Master Plan of the Township of Deptford; and

WHEREAS, the Planning Board adopted a Fourth Round HEFSP on June 18, 2025 endorsed by Township Council on June 23, 2025 that addresses the Municipality's Affordable housing obligation in a manner that will promote the public health, safety, morals and general welfare; and

WHEREAS, the Municipal Land Use Law N.J.S.A.40:55D-62a requires substantial consistency of the provisions regulating Zoning and Land Use with the adopted Master Plan; and

WHEREAS, on February 4, 2026, the Deptford Township Planning Board held a hearing to review and consider the proposed Ordinance 0.4.26 by Mayor and Council proposing to amend the UDO to implement the Housing Element and Fair Share Plan ("HEFSP") of the Municipality for the Fourth Round of Affordable Housing obligations by adding an age-restricted housing district to the UDO and Zoning Map to provide the opportunity for Inclusionary Affordable Housing. A copy of Ordinance 0.4.26 is attached hereto and made a part hereof by reference; and

WHEREAS, Township Planner, Brian Slaugh, PP, AICP, of Clarke Caton Hintz presented testimony to the Planning Board in support of Ordinance 0.4.26 and reviewed in detail to the Planning Board's satisfaction the purpose of said Ordinance and articulate his findings

that Ordinance 0.4.26 was consistent with the Township of Deptford Master Plan. Mr. Slaugh also testified as to the proposed Deptford Township Zoning Map and expressed his finding that said Zoning Map was also consistent with the Township Master Plan and recommended the adoption of Ordinance 0.4.26 and the Zoning Map which recommendations and testimony is more particularly set forth on the record of the February 4, 2026 Planning Board hearing; and

WHEREAS, the hearing was open to the public and any public comment received is more accurately set forth on the record; and

WHEREAS, after a public hearing held on February 4, 2026, the following findings of fact were made to wit:

1. All representations as set forth at the hearing and in this matter and/or as contained in the "WHEREAS" recital paragraphs of this Resolution are hereby incorporated by reference.

2. Proposed Ordinance 0.4.26 and the proposed Zoning Map are substantially consistent with the Township of Deptford Master Plan.

NOW, THEREFORE, BE IT RESOLVED by the Deptford Township Planning Board that:

1. The Planning Board hereby recommends the adoption of proposed Ordinance 0.4.26, entitled Ordinance of the Township of Deptford Amending the Unified Development Ordinance (UDO) of the Township of Deptford to create an AR-5 District in Furtherance of the Fair Housing Act.

2. The Planning Board, through the recommendations of the Township Professional Planner, Brian Slaugh, PP, AICP, has determined that Ordinance 0.4.26 and the attached Zoning Map are substantially consistent with the Township of Deptford Master Plan, more particularly the Housing Plan Element.

3. The Chair or his designee are hereby authorized and empowered to forward this recommendation to Mayor and Township Council for the Township of Deptford for further deliberation as recommended and prepared by the Planning Board.

4. This Resolution shall take effect immediately.

Deptford Township Planning Board

David Wyatt, Chairman

Attest:

MATTHEW BROWN, SECRETARY
Deptford Township Planning Board

This is a Decision of the Deptford Township Planning Board made on the 4th day of February, 2026 by a vote of 8 in favor, 0 opposed, and 0 abstaining.

Those in Favor: _____
Those Opposed: _____
Those Abstaining: _____

This Memorialization was adopted by the Deptford Township Planning Board at a regular meeting held on the 4th day of February, 2026 by a vote of 8 in favor, 0 opposed, and 0 abstaining.

Those in Favor: 8
Those Opposed: 0
Those Abstaining: 0

ORDINANCE OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWNSHIP OF DEPTFORD TO CREATE THE AR-5 DISTRICT IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the Deptford Township Council desires to implement the Housing Element and Fair Share Plan ("HEFSP") of the municipality for the Fourth Round of affordable housing obligations by adding an age-restricted housing district to the Unified Development Ordinance and Zoning Map to provide the opportunity for inclusionary affordable housing; and

WHEREAS, it has been determined by Deptford Township Council that the adoption of this ordinance would effectuate the intent and purpose of the goals and objectives of the Fourth Round HEFSP of the Master Plan of the Township of Deptford; and

WHEREAS, the Municipal Land Use Law requires that any amendments or revisions to Deptford Township's Unified Development Ordinance shall be reviewed by the Planning Board to determine if the amendments or revisions thereto are substantially consistent with the Master Plan of the Township of Deptford; and

WHEREAS, the Planning Board of Deptford adopted a Fourth Round HEFSP on June 18, 2025, endorsed by the Township Council on June 23, 2025 that addresses the municipality's affordable housing obligations in a manner which will promote the public health, safety, morals, and general welfare; and

WHEREAS, the Municipal Land Use Law at N.J.S.A. 40:55D-62a requires substantial consistency of the provisions regulating zoning and land use with the adopted Master Plan; and

WHEREAS, the Deptford Township Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-15 and in accordance with N.J.S.A.40:55D-62.1.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Deptford that the Unified Development Ordinance is hereby amended as follows:

Section 1. §7.B.1, Establishment of Zoning Districts, shall be revised by inserting the listing, "AR-5: Age-Restricted Residential 5" following "AR-4: Age-Restricted 4 and Health Care District".

Section 2. §7.b, Establishment of Zoning Districts and Zoning Map, last revised by Ordinance O.9.24, dated May 20, 2024, is hereby modified to apply the following AR-5 zoning district to the block and lot as indicated on the tax assessment maps of the Township of Deptford to create a location for meeting its affordable housing obligations, as follows:

Block(s)	Lot(s)	Existing District	New District
456	P/O 2	BC-3	AR-5

That portion of Block 456, Lot 2 to be rezoned to AR-5, Age-Restricted Residential 5 shall be as shown on the attached exhibit prepared by Stantec, undated, labeled as, "Proposed Lots, 1.0 acre, 6.1 acres, 2.0 acres, 1.5 acres and 1.5 acres" along with the intervening collector roadway of approximately .37 acre for a total of 12.47± acres, but not to include "Proposed Lot 2.4 acres".

Section 3. §11.6, AR-5, Age-Restricted 5 District, shall be added to the Unified Development Ordinance as follows:

§ 11.6. AR-5 Age-Restricted 5 District

A. Permitted Uses. All residential development within the AR-5 shall be age-restricted development as defined in §6 of this Ordinance. In the AR-5 Age-Restricted 5 District, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:

1. Continuing care retirement community.
2. Senior congregate care community.
3. Age-restricted multi-family dwellings.
4. Municipal use.

B. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:

1. Community center for the use of residents and their guests.
2. Common recreational facilities for the use and enjoyment of residents and their guests.
3. Dwelling for manager or other staff of the facility.
4. Indoor and outdoor recreation facilities.
5. Maintenance facility.
6. Management office.
7. Home occupation in accordance with the requirements of §8.B.2.a.11 except that no non-resident employee shall be permitted.
8. Open space.
9. Personal services for residents.
10. Security office.
11. Social service office for the benefit of residents.
12. Off-street surface parking.
13. Fences, walls and street furniture.
14. Signs.

15. Accessory uses on the same lot and customarily incidental to the principal use.

C. Required Income Restriction and Allowed Compliance. In any AR-5 district, at least twenty percent (20%) of the total number of dwellings shall be affordable to very low, low and moderate income households for for-sale dwellings and fifteen percent (15%) for rental development. The percentages shall be calculated on the total number of income-restricted and non – income-restricted dwellings. All income-restricted units shall be provided on site.

D. Area, Yard, Height and Building Coverage. Except as otherwise modified, the following bulk standards shall apply to all lots and buildings. :

1. Minimum lot area: Four (4) acres

2. Minimum tract frontage: Four hundred (400) feet on a public or private r.o.w. or public access easement.

3. Minimum lot depth: Two hundred (200) feet

4. Minimum yard regulations:

   a. Minimum front yard: Thirty (30) feet measured from a public or private r.o.w. or public access easement.

   b. Minimum side yard: Thirty (30) feet

   c. Minimum rear yard: Fifty (50) feet

5. Maximum density: The number of dwellings shall not exceed twenty-three (23) units per gross acre of the tract.

6. Maximum building coverage shall not exceed fifty-five percent (55%) of total tract area.

7. Maximum impervious surface coverage shall not exceed seventy-five percent (75%) of total tract area.

8. Maximum building height shall not exceed four (4) stories and sixty-five (65) feet.

E. Additional requirements. The following additional regulations shall apply to any site development in the AR-5 District:

1. Parking. Notwithstanding any other provision to the contrary, at least one and one tenth (1.1) parking spaces per dwelling unit shall be provided. Accordingly, a de minimis exception from the Residential Site Improvement Standards (RSIS), pursuant to N.J.A.C. 5:21-4.14 Table 4.4, may be permitted.

2. Buffers and landscaping shall be provided as required in §31. In any location

where a private r.o.w. or private access easement functions in a similar manner as a public street, street trees in accordance with §31.C.1 shall be required.

3. In any location where a private r.o.w. or private access easement functions in a similar manner as a public street, street lighting in accordance with §26.J shall be required. An entity submitting an application for development may propose an alternative standard to §26.J in order to maintain a consistent lighting standard throughout its development and adjacent development.
4. Signs shall be permitted in accordance with the general regulations of Section 30 and more particularly §30.L.2 of the Ordinance.

Section 4. Repealer. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 5. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provision which imposes the greater restriction or limitation shall control.

Section 6. Severability. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The Township Council of the Township of Deptford declares that it would have passed the Ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 7. Effective Date. This Ordinance shall take effect immediately upon passage, transmittal to the Gloucester County Planning Board, and publication according to law.

ATTEST:

Debra Willard, Acting Municipal Clerk

Township of Deptford

Paul Medany, Mayor

CERTIFICATION

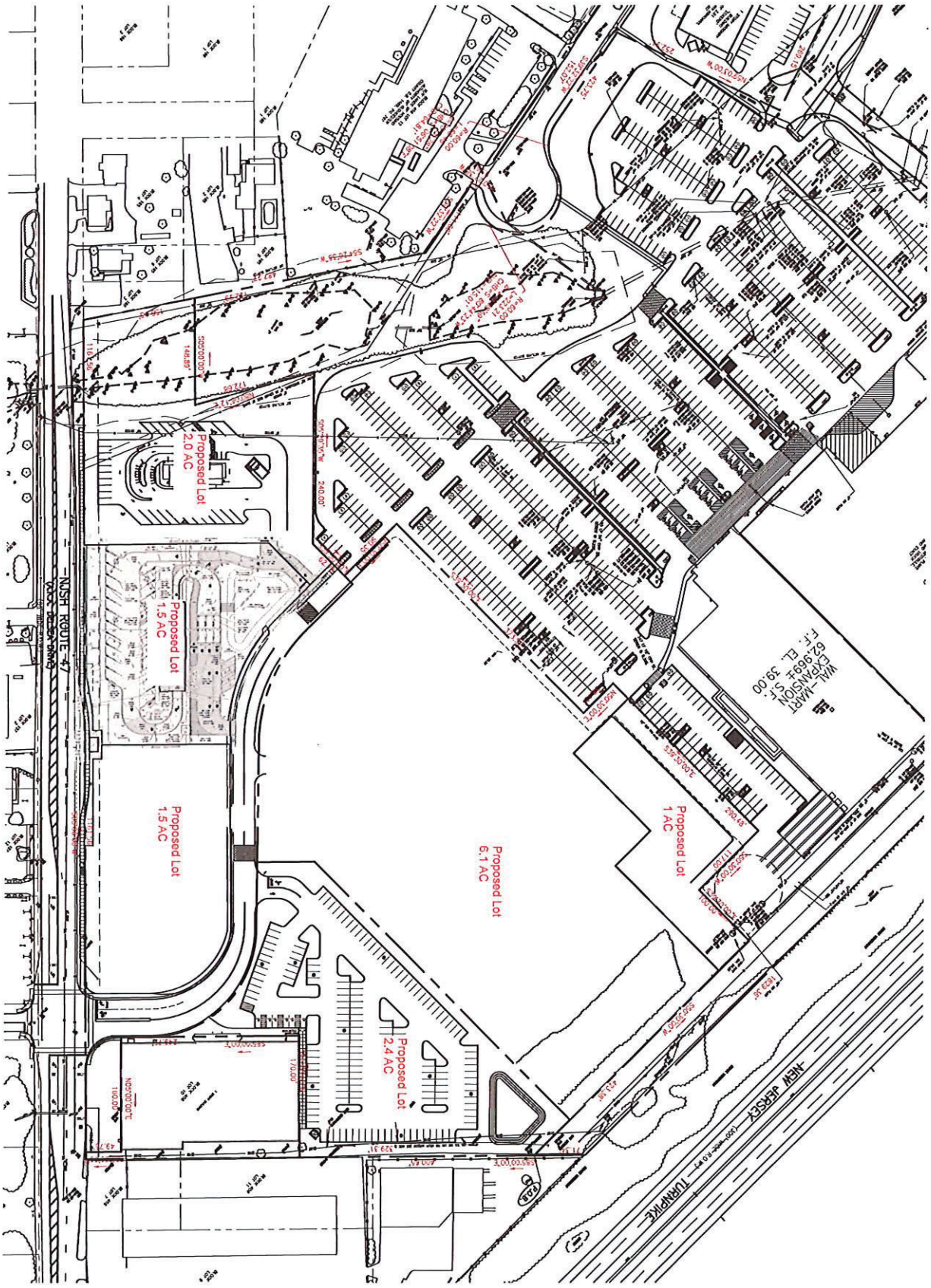
The foregoing Ordinance was introduced at a Meeting of Township Council of the Township of Deptford held on the 2nd day of February, 2026 and will be considered for final passage and adoption at a Meeting of Township Council at which time any person interested therein will be given an opportunity to be heard. Said meeting to be held on the 2nd day of March, 2026 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

Debra Willard, Acting Municipal Clerk

RECORD OF VOTE – Introduction O.5.26				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin				✓

RECORD OF VOTE – Adoption O.5.26				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			

DEPTFORD TOWNSHIP GLOUCESTER CO. N.J. INCORPORATED 1895



Project
DEPTWOOD RETAIL

DEPTFORD TOWNSHIP

Client
LAVIPOUR

Title
CONCEPT

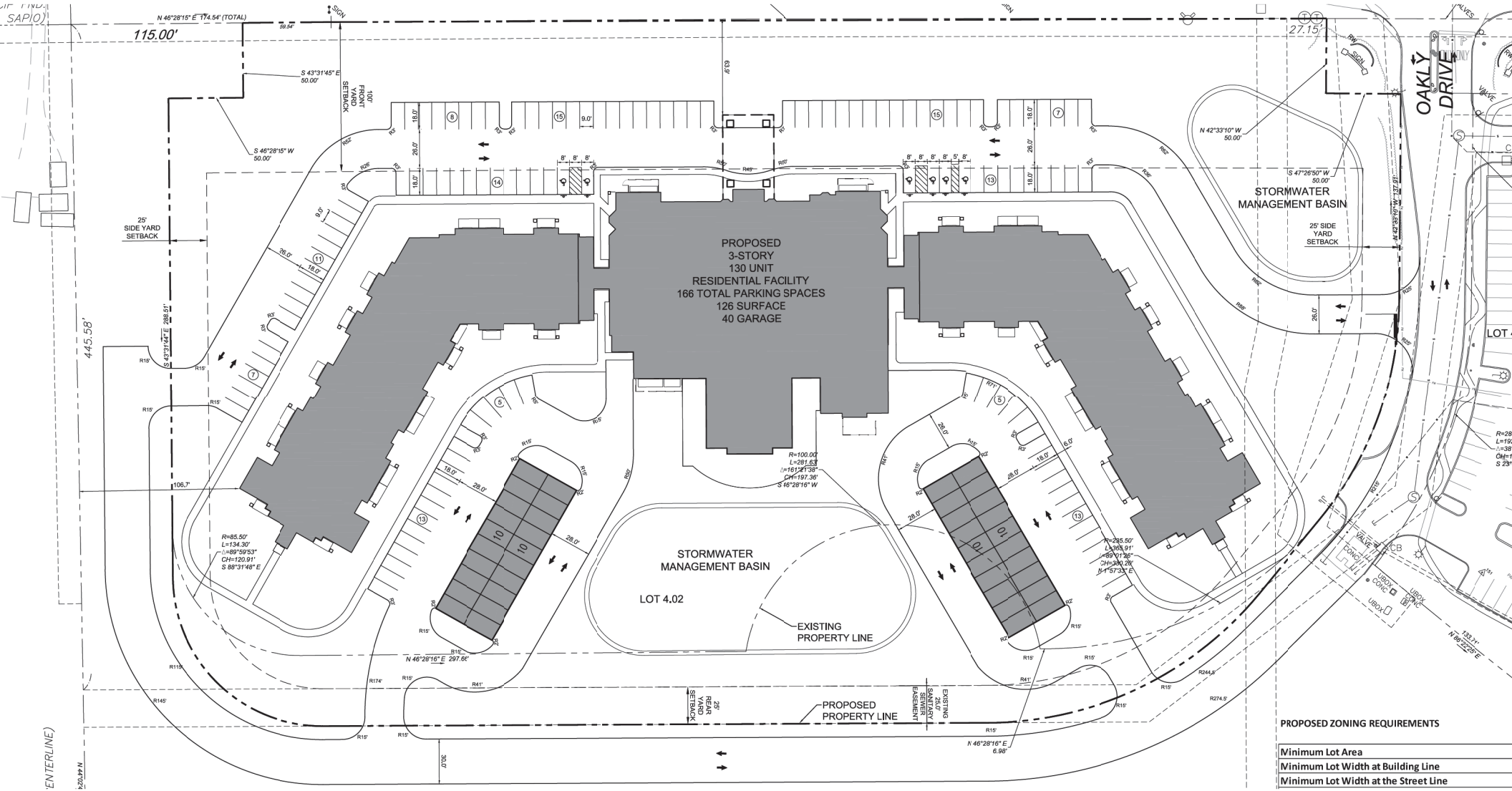
Stantec

Revision

Drawing No. SK-102

Revision 0

Sheet 1 of 1



PROPOSED ZONING REQUIREMENTS

Minimum Lot Area
Minimum Lot Width at Building Line
Minimum Lot Width at the Street Line

State of New Jersey

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Land Resource Protection
Mail Code 501-02A
P.O. Box 420
Trenton, New Jersey 08625-0420
www.nj.gov/dep/landuse

SHAWN M. LATOURETTE
Commissioner

August 27, 2024

Andrea Brigante
Deptwood Center Associates, LLC
6 E. 45th Street, Suite 801
New York, NY 10017

RE: Freshwater Wetlands Letter of Interpretation: Line Verification
File No.: 0802-03-0005.2
Activity Number: LLI230001
Applicant: DEPTWOOD SHOPPING CENTER
Block(s) and Lot(s): [456, 2]
Deptford Township, Gloucester County
Sub-watershed: Woodbury Creek (above Route 45)

Dear Ms. Brigante:

This letter is in response to your request for a Letter of Interpretation to have the Division of Land Resource Protection (Division) staff verify the boundary of the freshwater wetlands and/or State open waters on the referenced property.

In accordance with agreements between the State of New Jersey Department of Environmental Protection, the U.S. Army Corps of Engineers Philadelphia and New York Districts, and the U.S. Environmental Protection Agency, the NJDEP, the Division is the lead agency for establishing the extent of State and Federally regulated wetlands and waters. The USEPA and/or USACOE retain the right to reevaluate and modify the jurisdictional determination at any time should the information prove to be incomplete or inaccurate.

Based upon the information submitted, and upon a site inspection conducted by Division staff on May 28, 2024, the Division has determined that the wetlands and waters boundary line(s) as shown on the plan map entitled: "**DEPTFORD BOWLERO BLOCK 456, LOTS 2 & 10 DEPTFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY**", consisting of 1 sheet(s), dated June 19th, 2023, last revised July 1st, 2024, and prepared by Edward McConnell, P.L.S. of Stantec, is accurate as shown.

The freshwater wetlands and waters boundary line(s), as determined in this letter, must be shown on any future site development plans. The line(s) should be labeled with the above file number and the following note:

"Freshwater Wetlands/Waters Boundary Line as verified by NJDEP"

Wetlands Resource Value Classification ("RVC")

In addition, the Division has determined that the resource value and the standard transition area or buffer required adjacent to the delineated wetlands are as follows:

Intermediate: All freshwater wetlands shown. [50-foot wetland buffer]

State Open Water: As shown on the referenced plan. [No wetland buffer]

RVC may affect requirements for wetland and/or transition area permitting. In addition, the following wetland areas have been considered by the Department to be isolated wetlands and not part of a surface water tributary system: WL B-1 through BL B10. This classification may affect the requirements for an Individual Wetlands Permit (see N.J.A.C. 7:7A-7), the types of Statewide General Permits available for the property (see N.J.A.C. 7:7A-4) and any modification available through a transition area waiver (see N.J.A.C. 7:7A-6). Please refer to the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.) and implementing rules for additional information.

Wetlands resource value classification is based on the best information available to the Department. The classification is subject to reevaluation at any time if additional or updated information is made available, including, but not limited to, information supplied by the applicant.

General Information

Pursuant to the Freshwater Wetlands Protection Act Rules, you are entitled to rely upon this jurisdictional determination for a period of five years from the date of this letter unless it is determined that the letter is based on inaccurate or incomplete information. Should additional information be disclosed or discovered, the Division reserves the right to void the original letter of interpretation and issue a revised letter of interpretation.

Regulated activities proposed within a wetland, wetland transition area or water area, as defined by N.J.A.C. 7:7A-2.2 and 2.6 of the Freshwater Wetlands Protection Act rules, require a permit from this office unless specifically exempted at N.J.A.C. 7:7A-2.8. The approved plan and supporting jurisdictional limit information are now part of the Division's public records.

Please be advised, surface water features onsite may possess flood hazard areas and/or riparian zones. Development within these areas may be subject to the Flood Hazard Area Control Act rules at N.J.A.C. 7:13. The Division can verify the extent of flood hazard areas and/or riparian zones through a flood hazard area verification under the application procedures set forth at N.J.A.C. 7:13-5.1.

This letter in no way legalizes any fill which may have been placed, or other regulated activities which may have occurred on-site. This determination of jurisdiction extent or presence does not make a finding that wetlands or water areas are "isolated" or part of a surface water tributary system unless specifically called out in this letter as such. Furthermore, obtaining this determination does not affect your responsibility to obtain any local, State, or Federal permits which may be required.

Recording

Within 90 calendar days of the date of this letter, the applicant shall submit the following information to the clerk of each county in which the site is located, and shall send proof to the Division that this information is recorded on the deed of each lot referenced in the letter of interpretation:

1. The Department file number for the letter of interpretation;

2. The approval and expiration date of the letter of interpretation;

3. A metes and bounds description of the wetland boundary approved under the letter of interpretation;

4. The width and location of any transition area approved under the letter of interpretation; and

5. The following statement: "The State of New Jersey has determined that all or a portion of this lot lies in a freshwater wetland and/or transition area. Certain activities in wetlands and transition areas are regulated by the New Jersey Department of Environmental Protection and some activities may be prohibited on this site or may first require a freshwater wetland permit. Contact the Division of Land Resource Protection at (609) 777-0454 or http://www.nj.gov/dep/landuse for more information prior to any construction onsite."

Failure to have this information recorded in the deed of each lot and/or to submit proof of recording to the Division constitutes a violation of the Freshwater Wetlands Protection Act rules and may result in suspension or termination of the letter of interpretation and/or subject the applicant to enforcement action pursuant to N.J.A.C. 7:7A-22.

Appeal Process

In accordance with N.J.A.C. 7:7A-1.7, any person who is aggrieved by this decision may request a hearing within 30 days of the date the decision is published in the DEP Bulletin by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, P.O. Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist found at www.state.nj.us/dep/landuse/forms. Hearing requests received after 30 days of publication notice may be denied. The DEP Bulletin is available on the Department's website at www.state.nj.us/dep/bulletin. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see the website www.nj.gov/dep/odr for more information on this process.

Please contact Avery Thomas of our staff by e-mail at avery.thomas@dep.nj.gov or (609) 777-0454 should you have any questions regarding this letter. Be sure to indicate the Department's file number in all communication.

Sincerely,

Christopher Squazzo, Environmental Specialist IV
Division of Land Resource Protection

e-copy: Deptford Township Municipal Clerk
Deptford Township Municipal Construction Official
Agent (original) – Ryan Veasy

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATERSHED & LAND MANAGEMENT
Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420
Telephone: (609) 777-0454 or Fax: (609) 777-3656
www.nj.gov/dep/landuse

PERMIT

In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the terms, conditions, and limitations listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition, or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.

Approval Date
August 26, 2024

Expiration Date
August 25, 2029

Permit Number(s):	**Type of Approval(s):**	**Governing Rule(s):**
0802-03-0005.2 LUP230001	FWW GP6 Non-Tributary Wetlands Water Quality Certificate	N.J.A.C. 7:7A-1.1(a) N.J.S.A. 58:10A

Permittee:

Andrea Brigante
Deptwood Center Associates, LLC
6 E. 45th Street, Suite 801
New York, NY 10017

Site Location:

Block(s) & Lot(s): [456, 2]
Municipality: Deptford Township
County: Gloucester

Description of Authorized Activities:

This document authorizes the disturbance of an isolated wetland for the expansion of an existing parking and stormwater management improvements on the parcel(s) referenced above.

This authorization to conduct activities in wetlands and/or waters includes the issuance of a Water Quality Certificate.

Prepared by:

Christopher Jones

Received and/or Recorded by County Clerk:

If the permittee undertakes any regulated activity, project, or development authorized under this permit, such action shall constitute the permittee's acceptance of the permit in its entirety as well as the permittee's agreement to abide by the requirements of the permit and all conditions therein.

This permit is not valid unless authorizing signature appears on the last page.

STATEMENT OF AUTHORIZED IMPACTS:

The authorized activities allow for the permittee to undertake impacts to regulated areas as described below. Additional impacts to regulated areas without prior Department approval shall constitute a violation of the rules under which this document is issued and may subject the permittee and/or property owner to enforcement action, pursuant to N.J.A.C. 7:7A-22.

FWW GP6 Non-Tributary Wetlands	Permanent Disturbance (Acres)	Temporary Disturbance (Acres)
Freshwater wetlands	0.064	0
Transition areas	0	0
State open waters	0	0

PRE-CONSTRUCTION CONDITIONS:

1. Prior to the commencement of site clearing, grading, or construction onsite, the permittee shall install a sediment barrier at the limits of disturbance authorized herein, which is sufficient to prevent the sedimentation of the remaining freshwater wetlands and transition areas and shall serve as a physical barrier protecting these areas from encroachment by construction vehicles or other soil-disturbing activities. All sediment barriers and soil erosion control measures shall be kept in place and maintained throughout the duration of construction, until such time that the site is stabilized.

SPECIAL CONDITIONS:

1. The authorized activities shall comply with the applicable conditions set forth under N.J.A.C. 7:7A-5.7, 7.6, and 20.2. Failure to comply with these conditions shall constitute a violation of the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et. seq.). Any additional un-permitted disturbance of freshwater wetlands, State open waters, or transition areas besides that shown on the approved plans shall be considered a violation of the Freshwater Wetlands Protection Act Rules unless the activity is exempt or a permit is obtained from the Department prior to the start of the disturbance.

2. The Department has determined that the freshwater wetlands affected by this permit authorization are of intermediate resource value and the standard transition area or buffer required adjacent to these wetlands is 50 feet. This general permit includes a transition area waiver, which allows encroachment only in that portion of the transition area, which has been determined by the Department to be necessary to accomplish the regulated activities. Any additional regulated activities conducted within the standard transition area onsite shall require a separate transition area waiver from the Division. Regulated activities within a transition area are defined at N.J.A.C. 7:7A-2.3. Please refer to the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.) and implementing Rules (N.J.A.C. 7:7A) for additional information.

3. This authorization for a General Permit is valid for a term not to exceed five years from the date of this permit. If the permittee wishes to continue an activity covered by the permit after the expiration date of the permit, the permittee must apply for and obtain a permit extension or a new permit, prior to the permit's expiration. If the term of the authorization exceeds the expiration date of the general permit issued by rule, and the permit upon which the authorization is based is modified by rule to include more stringent standards or conditions, or is not reissued, the applicant must comply with the requirements of the new regulations by applying for a new GP authorization or an Individual permit.

4. Tree removal or clearing is prohibited from April 1 through September 30 of each year to protect the Northern Long-eared Bat.

STANDARD CONDITIONS:

1. The issuance of a permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction or structure(s). Neither the State nor the Department shall, in any way, be liable for any loss of life or property that may occur by virtue of the activity or project conducted as authorized under a permit.

2. The issuance of a permit does not convey any property rights or any exclusive privilege.

3. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit.

4. A permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District or designee having jurisdiction over the site.

5. The permittee shall take all reasonable steps to prevent, minimize, or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit.

6. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of the permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.

7. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (WARN DEP hotline) of any noncompliance that may endanger public health, safety, and welfare, or the environment. The permittee shall inform the Watershed & Land Management by telephone at (609) 777-0454 of any other noncompliance within two working days of the time the permittee becomes aware of the noncompliance, and in writing within five working days of the time the permittee becomes aware of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter. The written notice shall include:

    i. A description of the noncompliance and its cause;

    ii. The period of noncompliance, including exact dates and times;

    iii. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and

    iv. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

8. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action, as well as, in the appropriate case, suspension and/or termination of the permit.

9. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the authorized activity in order to maintain compliance with the conditions of the permit.

10. The permittee shall employ appropriate measures to minimize noise where necessary during construction, as specified in N.J.S.A. 13:1G-1 et seq. and N.J.A.C. 7:29.

11. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.

12. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.

13. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:

    i. Enter upon the permittee's premises where a regulated activity, project, or development is located or conducted, or where records must be kept under the conditions of the permit;

    ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;

    iii. Inspect, at reasonable times, any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action; and

    iv. Sample or monitor at reasonable times, for the purposes of assuring compliance or as otherwise authorized by the Federal Act, by the Freshwater Wetlands Protection Act, or by any rule or order issued pursuant thereto, any substances or parameters at any location.

14. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris or structures within or adjacent to the channel while the regulated activity, project, or development is being undertaken. Upon completion of the regulated activity, project, or development, the permittee shall remove and dispose of in a lawful manner all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.

15. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit.

16. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect, so long as the regulated activity, project, or development, or any portion thereof, is in existence, unless the permit is modified pursuant to the rules governing the herein approved permits.

17. The permittee shall perform any mitigation required under the permit in accordance with the rules governing the herein approved permits.

18. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.

19. Any permit condition that does not establish a specific timeframe within which the condition must be satisfied (for example, prior to commencement of construction) shall be satisfied within six months of the effective date of the permit.

20. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.

21. The permittee shall provide monitoring results to the Department at the intervals specified in the permit.

22. A permit shall be transferred to another person only in accordance with the rules governing the herein approved permits.

23. A permit can be modified, suspended, or terminated by the Department for cause.

24. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.

25. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.

26. The permittee shall submit email notification to the Bureau of Coastal & Land Use Compliance & Enforcement at CLU_tomsriver@dep.nj.gov at least 3 days prior to commencement of site preparation and/or regulated activities, whichever comes first. The notification shall include proof of completion of all pre-construction conditions, including proof of recording of permits, approved plans and/or conservation easements, if required. The permittee shall allow an authorized Bureau representative on the site to inspect to ensure compliance with this permit.

27. The permittee shall record the permit, including all conditions listed therein, with the Office of the County Clerk (the Registrar of Deeds and Mortgages, if applicable) of each county in which the site is located. The permit shall be recorded within 30 calendar days of receipt by the permittee, unless the permit authorizes activities within two or more counties, in which case the permit shall be recorded within 90 calendar days of receipt. Upon completion of all recording, a copy of the recorded permit shall be forwarded to Watershed & Land Management through the DEP Online service. The uploaded documents will go directly into the Department's database, and staff will be notified that information has been received. The service can be found at: https://dep.nj.gov/wlm/eservices/lrp-eservices/.

APPROVED PLAN(S):

The drawing(s) hereby approved consists of one (1) sheet prepared by Clifton W. Quay, P.E., digitally signed July 5, 2024, last revised June 24, 2024, and entitled:

> **"PROJECT 1350 DELSEA DRIVE DEVELOPMENT 1350 DELSEA DRIVE BLOCK 456, LOT 2, DEPTFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, GENERAL PERMIT #6 PLAN"**

APPEAL OF DECISION:

Any person who is aggrieved by this decision may submit an adjudicatory hearing request within 30 calendar days after public notice of the decision is published in the DEP Bulletin (available at https://dep.nj.gov/bulletin/). If a person submits the hearing request after this time, the Department shall deny the request. The hearing request must include a completed copy of the Administrative Hearing Request Checklist (available at https://dep.nj.gov/wlm/forms/). A person requesting an adjudicatory hearing shall submit the original hearing request to: NJDEP Office of Administrative Hearings and Dispute Resolution, Attention: Adjudicatory Hearing Requests, Mail Code 401-07A, P.O. Box 420, 401 East State Street, 7th Floor, Trenton, NJ 08625-0420. Additionally, a copy of the hearing request shall be submitted to the Director of Watershed & Land Management at the address listed on page one of this permit. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see www.nj.gov/dep/odr for more information on this process.

If you need clarification on any section of this permit or conditions, please contact Watershed & Land Management's Technical Support Call Center at (609) 777-0454.

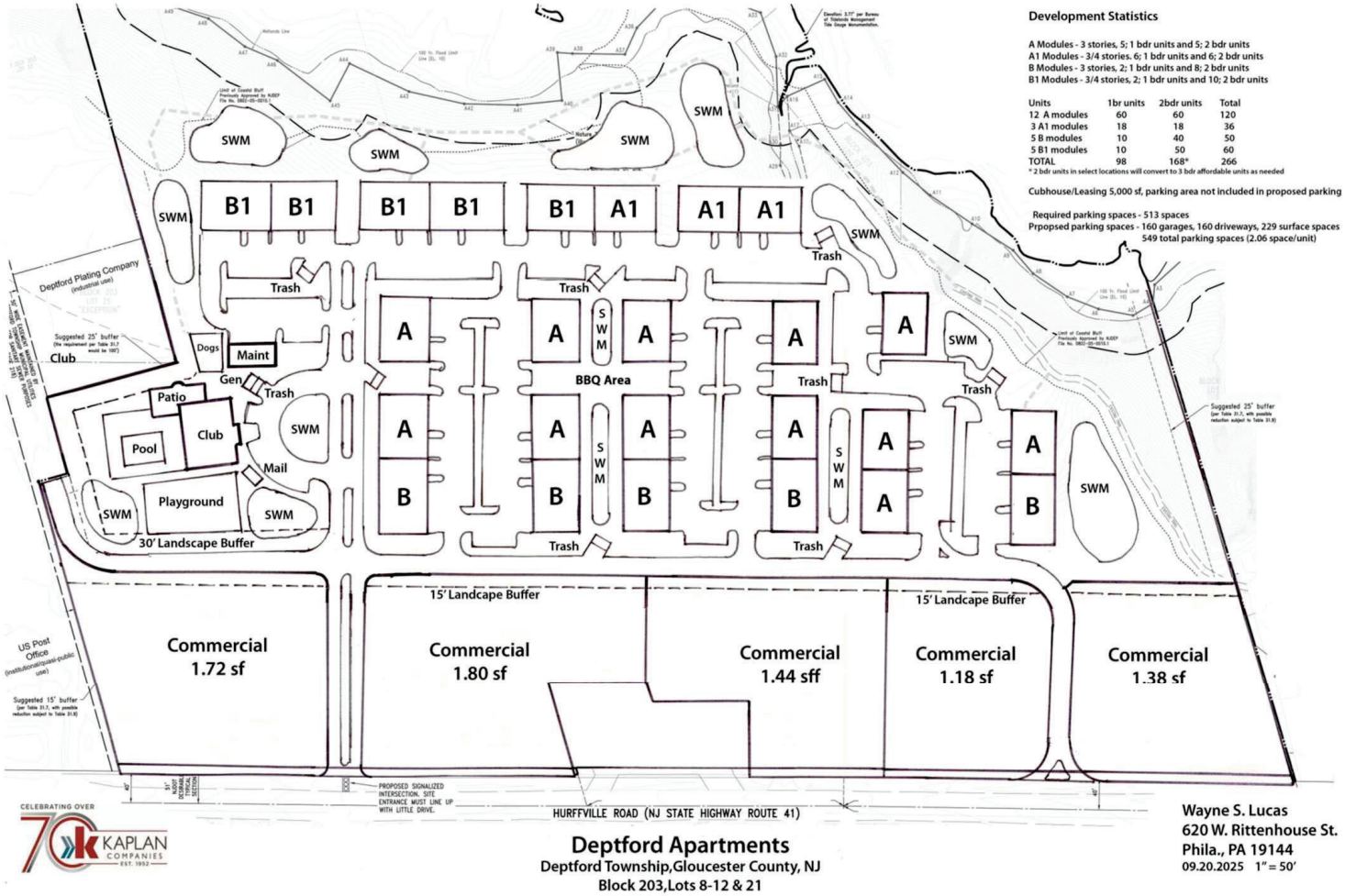
Approved By:

_____
Christopher Squazzo, Environmental Specialist IV
Watershed & Land Management
Bureau of Freshwater Wetlands and Highlands Permitting

c: Municipal Clerk, Deptford Township
Municipal Construction Official, Deptford Township
Agent (original) – Ryan Veasy

F. Haddonwood Remainder Documentation

Site Concept



Deptford Apartments
Deptford Township,Gloucester County, NJ
Block 203,Lots 8-12 & 21

Wayne S. Lucas
620 W. Rittenhouse St.
Phila., PA 19144
09.20.2025 1" = 50'

CELEBRATING OVER 70 KAPLAN COMPANIES EST. 1952

KAPLAN PROPERTIES

Note: Concept only and subject to change

MEMORIALIZATION OF RESOLUTION NO. 2026-19
OF THE DEPTFORD TOWNSHIP PLANNING BOARD
RECOMMENDING AN AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO) OF THE TOWNSHIP OF DEPTFORD TO MODIFY THE RM-1 DISTRICT TO IMPLEMENT INCLUSIONARY AFFORDABLE HOUSING ZONING IN THE TOWNSHIP OF DEPTFORD

WHEREAS, the Township Council of the Township of Deptford has found that Amendments to the Unified Development Ordinance (UDO) of the Township of Deptford is required to implement the Housing Element and Fair Share Plan ("HEFSP") of the Municipality for the Fourth Round of affordable housing obligations by adding an age-restricted housing district to the UDO and Zoning Map to provide the opportunity for Inclusionary Affordable Housing; and

WHEREAS, the Planning Board of the Township of Deptford has adopted a Master Plan that comprehensively provides for the appropriate use, regulation and development of lands in the municipality under N.J.S.A.40:55D-28; and

WHEREAS, the Municipal Land Use Law requires that any amendments or revisions to Deptford Township's UDO shall be reviewed by the Planning Board to determine if the amendments or revisions thereto are substantially consistent with the Master Plan of the Township of Deptford; and

WHEREAS, the Planning Board adopted a HEFSP on June 18, 2025 that addresses the Municipality's Affordable housing obligation in a manner that will promote the public health, safety, morals and general welfare; and

WHEREAS, the Municipal Land Use Law N.J.S.A.40:55D-62a requires substantial consistency of the provisions regulating Zoning and Land Use with the adopted Master Plan; and

WHEREAS, on February 4, 2026, the Deptford Township Planning Board held a hearing to review and consider the proposed Ordinance 0.2.26 by Mayor and Council proposing to amend the UDO to implement the Housing Element and Fair Share Plan ("HEFSP") of the Municipality for the fourth round of Affordable Housing obligations by adding an age-restricted housing district to the UDO and Zoning Map to provide the opportunity for Inclusionary Affordable Housing. A copy of Ordinance 0.2.26 is attached hereto and made a part hereof by reference; and

WHEREAS, Township Planner, Brian Slaugh, PP, AICP, of Clarke Caton Hintz presented testimony to the Planning Board in support of

Ordinance 0.2.26 and reviewed in detail to the Planning Board's satisfaction the purpose of said Ordinance and articulate his findings that Ordinance 0.2.26 was consistent with the Township of Deptford Master Plan. Mr. Slaugh also testified as to the proposed Deptford Township Zoning Map and expressed his finding that said Zoning Map was also consistent with the Township Master Plan and recommended the adoption of Ordinance 0.2.26 and the Zoning Map which recommendations and testimony is more particularly set forth on the record of the February 4, 2026 Planning Board hearing; and

WHEREAS, the hearing was open to the public and any public comment received is more accurately set forth on the record; and

WHEREAS, after a public hearing held on February 4, 2026, the following findings of fact were made to wit:

1. All representations as set forth at the hearing and in this matter and/or as contained in the "WHEREAS" recital paragraphs of this Resolution are hereby incorporated by reference.

2. Proposed Ordinance 0.2.26 and the proposed Zoning Map are substantially consistent with the Township of Deptford Master Plan.

NOW, THEREFORE, BE IT RESOLVED by the Deptford Township Planning Board that:

1. The Planning Board hereby recommends the adoption of proposed Ordinance 0.2.26, entitled Ordinance Amending the Unified Development Ordinance (UDO) to modify the RM-1 District to Implement Inclusionary Affordable Housing in the Township of Deptford.

2. The Planning Board, through the recommendations of the Township Professional Planner, Brian Slaugh, PP, AICP, has determined that Ordinance 0.2.26 and the attached Zoning Map are substantially consistent with the Township of Deptford Master Plan, more particularly its Housing Plan Element.

3. The Chair or his designee are hereby authorized and empowered to forward this recommendation to Mayor and Council for the Township of Deptford for further deliberation as recommended and prepared by the Planning Board.

4. This Resolution shall take effect immediately.

Deptford Township Planning Board

David Wyatt, Chairman

Attest:

MATTHEW BROWN, SECRETARY
Deptford Township Planning Board

This is a Decision of the Deptford Township Planning Board made on the 4th day of February, 2026 by a vote of 8 in favor, 0 opposed, and 0 abstaining.

Those in Favor: 8
Those Opposed: 0
Those Abstaining: 0

This Memorialization was adopted by the Deptford Township Planning Board at a regular meeting held on the 4th day of February, 2026 by a vote of 8 in favor, 0 opposed, and 0 abstaining.

Those in Favor: 8
Those Opposed: 0
Those Abstaining: 0

ORDINANCE OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE (UDO) TO MODIFY THE RM-1 DISTRICT TO IMPLEMENT INCLUSIONARY AFFORDABLE HOUSING ZONING

WHEREAS, the Deptford Township Council desires to implement the Housing Element and Fair Share Plan ("HEFSP") of the municipality for the Fourth Round of affordable housing obligations by adding an age-restricted housing district to the Unified Development Ordinance and Zoning Map to provide the opportunity for inclusionary affordable housing; and

WHEREAS, it has been determined by Deptford Township Council that the adoption of this ordinance would effectuate the intent and purpose of the goals and objectives of the HEFSP of the Master Plan of the Township of Deptford; and

WHEREAS, the Municipal Land Use Law requires that any amendments or revisions to Deptford Township's Unified Development Ordinance shall be reviewed by the Planning Board to determine if the amendments or revisions thereto are substantially consistent with the Master Plan of the Township of Deptford; and

WHEREAS, the Planning Board of Deptford adopted a HEFSP on June 18, 2025 that addresses the municipality's affordable housing obligations in a manner which will promote the public health, safety, morals, and general welfare; and

WHEREAS, the Municipal Land Use Law at N.J.S.A. 40:55D-62a requires substantial consistency of the provisions regulating zoning and land use with the adopted Master Plan; and

WHEREAS, the Deptford Township Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-15 and in accordance with N.J.S.A.40:55D-62.1.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Deptford that the Unified Development Ordinance is hereby amended as follows:

Section 1. §7.B, Establishment of Zoning Districts and Zoning Map, shall be revised to apply the RM-1 Zoning District and associated Affordable Housing Sub-District AH-1 to the following block and lots on the tax assessment maps of the Township of Deptford:

RM-1 & AH-1 That part of Lot 11 not previously rezoned to RM-1 and AH-1 pursuant to Ordinance O.16.20, dated October 19, 2020, all of Lots 8, 9, 12 and 21 in Block

203 on the tax assessment maps of Deptford Township (former Haddonwood recreational facility).

Section 2. §12, RM-1, Multi-Family Residential District 1, shall be amended as follows:

D. Permitted Uses. In the RM-1 district, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:

1. [unchanged]

2. [unchanged]

3. [unchanged]

4. For RM-1 districts with the sub-district designation of AH-1, the following shall be additional permitted principal uses:

   a. Multi-family dwellings.

   b. Principal permitted uses and bulk requirements conforming to the §19, C-2, Neighborhood Commercial District, provided the floor area ratio of all such uses shall not exceed .10 of the total tract area.

Section 3. Repealer. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 4. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provision which imposes the greater restriction or limitation shall control.

Section 5. Severability. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The Township Council of the Township of Deptford declares that it would have passed the Ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 6. Effective Date. This Ordinance shall take effect immediately upon passage, transmittal to the Gloucester County Planning Board, and publication according to law.

ATTEST:

Debra Willard, Acting Municipal Clerk

Township of Deptford

Paul Medany, Mayor

CERTIFICATION

The foregoing Ordinance was introduced at a Meeting of Township Council of the Township of Deptford held on the 2nd day of February, 2026 and will be considered for final passage and adoption at a Meeting of Township Council at which time any person interested therein will be given an opportunity to be heard. Said meeting to be held on the 2nd day of March, 2026 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

Debra Willard, Acting Municipal Clerk

RECORD OF VOTE – Introduction O.2.26						RECORD OF VOTE – Adoption O.2.26				
Council Member	Yes	No	Abstain	Absent		Council Member	Yes	No	Abstain	Absent
Medany	✓					Medany	✓			
Barnshaw	✓					Barnshaw	✓			
Lamb	✓					Lamb	✓			
Leidy	✓					Leidy	✓			
Love	✓					Love	✓			
Noce	✓					Noce	✓			
Schocklin				✓		Schocklin	✓			

RESOLUTION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE WITH DEPTFORD SHOPPING CENTER IN CONNECTION WITH THE TOWNSHIP'S FOURTH ROUND AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the Township of Deptford ("Township") filed its Resolution of Participation in the Affordable Housing Dispute Resolution Program ("Program") and a Fourth Round Declaratory Judgment Action pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., on January 28, 2025; and

WHEREAS, on April 28, 2025, the Court entered an order establishing the Township's Fourth Round fair share obligations - 87 units of Present Need and 398 units of Prospective Need - and directing the Township to file its Fourth Round Housing Element and Fair Share Plan ("HEFSP") by June 30, 2025; and

WHEREAS, the Township filed its HEFSP on June 19, 2025; and

WHEREAS, Deptford Shopping Center, LLC ("Deptford Shopping Center") filed a formal challenge to the Township's HEFSP on August 29, 2025, pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b); and

WHEREAS, the Township and Deptford Shopping Center participated in mediation sessions before the Program to address the issues raised in Deptford Shopping Center's challenge; and

WHEREAS, these mediation efforts have resulted in a proposed Confidential Settlement Agreement and Mutual Release that resolves the outstanding issues associated with Deptford Shopping Center's objection; and

WHEREAS, the Township Committee finds that entering into the Confidential Settlement Agreement and Mutual Release is in the best interests of the Township, will facilitate compliance with the Fair Housing Act, and will advance the Township toward obtaining a Compliance Certification for the Fourth Round.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Deptford, County of Gloucester, State of New Jersey, as follows:

1. The Mayor and Township Clerk are hereby authorized and directed to execute, on behalf of the Township, the Confidential Settlement Agreement and Mutual Release (**Exhibit A**) between the Township of Deptford and Fair Share Housing Center, subject to de minimis revisions from counsel.

2. The Township's Affordable Housing Counsel, Township Attorney, Township Planner, Township Administrator, and all other appropriate officials and professionals are authorized and directed to take any and all steps necessary to implement the Confidential Settlement Agreement and Mutual Release, which could include preparing and submitting required filings, revising the HEFSP, drafting and adopting implementing ordinances and resolutions, coordinating with developers and

property owners, completing documentation relating to affordability control extensions, and complying with all procedural requirements of the Program and the Court.

3. The Township's professionals are authorized to participate in any additional Program review, mediation follow-up, compliance conferences, or court proceedings necessary to advance the Township's request for Compliance Certification.

4. This Resolution shall take effect immediately upon adoption according to law.

ATTEST:

Township of Deptford

Debra Willard, Acting Municipal Clerk

Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Meeting of Township Council of the Township of Deptford held on the 2nd day of March, 2026 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.80.26				
Council Member	**Yes**	**No**	**Abstain**	**Absent**
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			

Debra Willard, Acting Municipal Clerk

R.65.26

RESOLUTION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, AUTHORIZING THE TOWNSHIP OF DEPTFORD PLANNING BOARD TO UNDERTAKE A PRELIMINARY INVESTIGATION TO RECOMMEND WHETHER THE FORMER HADDONWOOD SWIM CLUB QUALIFIES AS AN AREA IN NEED OF NON-CONDEMNATION REDEVELOPMENT PURSUANT TO N.J.S.A. 40A:12A-5

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. provides a mechanism to assist local governments in efforts to promote programs of redevelopment; and

WHEREAS, the Redevelopment Law sets forth the procedures for the Township Council to declare an area in need of redevelopment, along with the development and effectuation of a redevelopment plan; and

WHEREAS, pursuant to the required redevelopment procedures, specifically set forth in N.J.S.A. 40A:12A-6, no area of a municipality shall be determined a redevelopment area unless the governing body of the municipality shall, by Resolution, authorize the Planning Board to undertake a preliminary investigation to determine whether a proposed area is a redevelopment area meeting the criteria set forth in N.J.S.A. 40A:12A-5; and

WHEREAS, the Township of Deptford desires to direct the Planning Board to undertake a preliminary investigation utilizing the Township Planner to prepare a study to determine whether the proposed identified area, which consist of Lots 8 through 12, and 21, in Block 203 on the tax assessment maps of the municipality, otherwise known as 1279 Hurffville Road Rt.41); which area constitutes the former Haddonwood Swim Club, qualifies as an area in need of Non-Condemnation Redevelopment pursuant to N.J.S.A. 40A: 12A-5.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Deptford that the Deptford Township Planning Board is hereby directed to conduct the necessary preliminary investigation, including the holding of a public hearing, to determine whether the study area is or is not an area in need of non-condemnation redevelopment under the criteria set forth in N.J.S.A. 40A:12A-1 et seq.

BE IT FURTHER RESOLVED that the Planning Board cause a map of the area to be studied to be produced and a statement of its purpose to be filed with the Township Clerk prior to the commencement of the preliminary investigation, and shall submit its findings and recommendations to the Township Council in the form of a Resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

Township of Deptford

ATTEST:

Debra Willard, Acting Municipal Clerk

Paul Medany, Mayor

CERTIFICATION

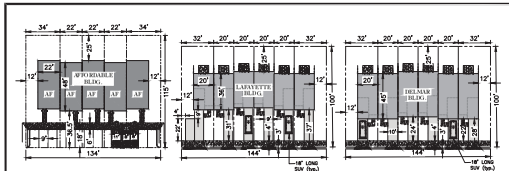
The foregoing Resolution was duly adopted at a Meeting of Township Council of the Township of Deptford held on the 2nd day of March, 2026 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.65.26				
Council Member	**Yes**	**No**	**Abstain**	**Absent**
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			

Debra Willard, Acting Municipal Clerk

DEPTFORD TOWNSHIP GLOUCESTER CO. N.J. INCORPORATED 1695

G. Lakes of Bankbridge Documentation



TYPICAL PROPOSED
PROPERTY LINE & BLDG. DETAIL
1"=50'

BANKBRIDGE EXHIBIT NO. A-1.6

UNIT INVENTORY INFORMATION

APARTMENTS (800 S.F. MIN.)	288	57.1%
AHU TOWNHOUSES (16' X 45')	44	8.7%
TOWNHOUSES (22' X 48'-54')	86	17.1%
SINGLE FAMILY (7,800 S.F. MIN.)	86	17.1%
TOTAL UNIT COUNT	504	100.0%

DENSITY CALCULATIONS
GROSS DENSITY = 504 UNITS/99.20 GROSS ACRES = 5.10 DU/AC.
NET DENSITY = 504 UNITS/70.82 USABLE ACRES = 7.17 DU/AC.
(PVD DISTRICT DENSITY = 504 UNITS/93.5 AC. = 5.4 DU/AC.

PVD-2 ZONING (Townhouse, Stacked & Apartment Units)

Requirement	Required	Provided
Total Tract Size	Not Applicable	91.8 Ac.
Minimum Size Lots – Fee Simple	1,800 sf	1,800
Minimum Lot Width – Fee Simple	20	20
Minimum Lot Depth – Fee Simple	100	100 towns / 115 stacked
Maximum Unit Density	6 / Acre	6.5 / Acre
Minimum Lot Side – Fee Simple	12 FT	12 FT
Minimum Lot Rear – Fee Simple	25 FT	25FT
Minimum Bldg. front to Bldg. front	60 FT	85 FT
Minimum Bldg. front to Bldg. side	25 FT	25 FT
Minimum Bldg. front to Bldg. rear	60 FT	---
Minimum Bldg. side to Bldg. rear	35 FT	36 FT
Minimum Bldg. side to Bldg. side	20 FT	24 FT
Minimum Bldg. rear to Bldg. rear	50 FT	51 FT
Maximum lot Coverage	80 %	
Maximum Bldg. Coverage	70 %	
Maximum Dwellings per Bldg.(Towns)	8 units	3-8 units
Maximum Dwellings per Bldg.(Stacked)	16 units	10-12 units
Maximum Dwellings per Bldg. (Apartment)	40	40 & 44
Maximum Building Height (Apartment)	4 @ 60 FT	==
Unit Mix	20% Affordable	22.8%
Setback from cartway - private	20 FT	25 FT
Setback rear from residential access street	20 FT	35 FT
Setback from side to cartway (private community streets)	20 FT	20 FT
Setback from Bldg. to parking	12 FT	12 FT
Minimum landscape buffer	50 FT	50 FT

Minimum active / passive central recreation 0.01 acres per unit or 6.79± acres preserving sycamore trees and *6.79± acres jogging/walking path, stream corridor, clubhouse, pool, dog park, etc.

*LOT #7 INCLUDED IN TRACT CALCULATIONS, BUT EXCLUDED IN DENSITY CALCULATIONS

PARKING SUMMARY:

APARTMENTS:
292 UNITS X 2.0 SPACES/UNIT =
584 SPACES REQUIRED
588 SPACES PROVIDED (2.01/UNIT)

TOWNHOMES (LAFAYETTE):
181 UNITS X 2.4 SPACES (1 GARAGE/1 DRIVEWAY/STREET COMBO) =
435 SPACES REQUIRED
521 SPACES PROVIDED
(2.88/UNIT = Garage, Driveway, 24 Extra Dwy. & 134 Street)

TOWNHOMES & AF FLATS (LOT 31-33):
168 UNITS X 2.4 REQ SPACES = 404 SPACES REQUIRED
408 SPACES PROVIDED (2.43/UNIT)

TOWNHOMES (DELMAR) (LOT 52):
21 UNITS X 2.4 REQ SPACES = 51 SPACES REQUIRED
62 SPACES PROVIDED (2.95/UNIT) (1 GARAGE/1 DRIVEWAY)
(21 CAR + 21 DRIVEWAY)
(42+ + 20 = 62)

COMMUNITY PARK:
17 SPACES PROVIDED

UNIT SUMMARY:

TOTAL	APARTMENTS: 225 APTS. (MARKET-RATE) 67 APTS. (AFFORDABLE) 22.9%	292	44.11%
TOTAL	TOWNHOMES: 105 DELMAR TOWNHOMES (MARKET-RATE)	105	15.86%
TOTAL	FLATS: 84 STACKED FLATS (AFFORDABLE)	84	12.69%
TOTAL	TOWNHOMES: 181 TOWNHOMES (LAFAYETTE- 20'x36')	181	27.34%
TOTAL	SINGLE FAMILY HOMES:	0	0.00%
TOTAL UNITS:		662	100.0%
		151 UNITS/22.8% (AFFORDABLE)	

GENERAL NOTES:
1) BOUNDARY LINES, EXISTING FEATURES AND TOPOGRAPHY SHOWN HEREON ARE BASED ON "ALTA/NSPS LAND TITLE SURVEY", PREPARED BY CONSULTING ENGINEER SERVICES, DATED 9/16/2021, LAST REVISED 11/05/2021.
2) WETLANDS AND TRANSITION AREA INFORMATION SHOWN HEREON IS BASED ON "PLAN OF WETLANDS", PREPARED BY CONSULTING ENGINEER SERVICES, DATED 01/07/2022.
3) ZONING INFORMATION TAKEN FROM DEPTFORD TOWNSHIP ORDINANCE O.17.20. BLOCK 398, LOTS 31, 32, 33, AND 52 ARE ZONE PLANNED VILLAGE DEVELOPMENT 2 (PVD-2) DISTRICT.
4) BLOCK 398, LOT 7 IS EXCLUDED FROM THE PVD-2 DISTRICT. 32 RESIDENTIAL UNITS PROPOSED ON BLOCK 398, LOT 52 ARE INCLUDED IN THE TOTAL SUMMARY.
5) RELIEF FROM DISTANCE TO INTERSECTION AND RESIDENTIAL UNIT MAY BE REQUIRED FOR 2ND DRIVEWAY SPACE.

DENSITY CALCULATION:

TOTAL LOT AREA = 98.89 ACRES
*AREA WITHIN PVD-2 DISTRICT = 93.5 ACRES
*(EXCLUDES LOT 7)
PROPOSED PVD-2 DENSITY = 7.08 UNITS/ACRE
ALLOWABLE PVD-2 DENSITY = 6.0 UNITS/ACRE

STORMWATER LEGEND

LSIB: LARGE-SCALE INFILTRATION BASIN
SSIB: SMALL-SCALE INFILTRATION BASIN
GS: GRASS SWALE

NO.	DATE	DESCRIPTION	DRAWN BY

CONCEPTUAL SITE PLAN

OF

LOTS 7, 31, 32, 33, 52 BLOCK 398

TOWNSHIP OF DEPTFORD GLOUCESTER COUNTY NEW JERSEY

WH WALTER JOSEPH HOPKIN ENGINEERING
CERT. OF AUTH. NO. 24GA28117500
257 Monmouth Road, Bldg. A, Suite 7, Oakhurst, NJ 07755
Phone: 7328225191
WWW.WJHENGINEERING.COM

CONCEPT PLAN #13

WALTER JOSEPH HOPKIN
N.J. PROFESSIONAL ENGINEER, LIC. No. 40673

SCALE	DRAWN BY	DATE	JOB No.	SHEET No.
1"= 100'	JJL	3/17/25	22193	1 OF 1

W:\Projects\22193 – Resort Pass – S.A. Homes – Fellows Ridge\DWG\Concepts\CONCEPT #13 LAYOUT.dwg 3/19/2025 9:03:34 AM

MEMORIALIZATION OF RESOLUTION NO. 2026-18
OF THE DEPTFORD TOWNSHIP PLANNING BOARD
RECOMMENDING AN AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWNSHIP OF DEPTFORD TO MODIFY THE RM-1 AND PVD-2 DISTRICTS TO IMPLEMENT INCLUSIONARY AFFORABLE HOUSING ZONING FOR THE THIRD AND FOURTH ROUNDS OF THE TOWNSHIP OF DEPTFORD

WHEREAS, the Township Council of the Township of Deptford has found that an Amendment to the Unified Development Ordinance (UDO) of the Township of Deptford is required to modify the Residential Multi-Family Residential District (RM-1) and Planned Village Development 2 ("PVD-2") inclusionary affordable housing districts in furtherance of the municipal obligation to provide the opportunity for affordable housing; and

WHEREAS, the Planning Board of the Township of Deptford has adopted a Master Plan that comprehensively provides for the appropriate use, regulation and development of lands and municipality under N.J.S.A.40:55D-28; and

WHEREAS, the Planning Board of the Township of Deptford adopted a Third Round Housing Element and Fair Share Plan last amended on August 5, 2020 and a Fourth Round Housing Element and Fair Share Plan ("HEFSP") on June 18, 2025 that addresses the Municipality's ongoing Affordable housing obligations with numerous compliance mechanisms; and

WHEREAS, by Order of the Honorable Robert P. Becker, Jr., P.J.Ch., dated June 18, 2021, the Township of Deptford was granted a Final Judgment of compliance and Repose of its Third Round HEFSP; and

WHEREAS, Deptford Township Council endorsed a Fourth Round Housing Element Fair Share Plan on June 24, 2025 and directed that the document and accompanying appendices be submitted to the Affordable Housing Dispute Resolution Program, which action was taken by Special Counsel on June 25, 2025; and

WHEREAS, the Municipal Land Use Law requires that any amendments or revisions to Deptford Township's UDO shall be reviewed by the Planning Board to determine if said amendments or revisions thereto are substantially consistent with the Master Plan of the Township of Deptford; and

WHEREAS, on February 4, 2026, the Deptford Township Planning Board held a hearing to review and consider the proposed Ordinance 0.__.26 by Mayor and Council proposing to amend the UDO to modify the RM-1 and PVD-2 Districts to implement inclusionary affordable housing

zoning for the Third and Fourth Rounds in the Township of Deptford. A copy of Ordinance 0._.26 is attached hereto and made a part hereof by reference; and

WHEREAS, Township Planner, Brian Slaugh, PP, AICP, of Clarke Caton Hintz presented testimony to the Planning Board in support of Ordinance 0.__.26 and reviewed in detail to the Planning Board's satisfaction the purpose of said Ordinance and articulate his findings that Ordinance 0.__.26 was consistent with the Township of Deptford Master Plan and recommended the adoption of Ordinance 0.__.26 which recommendation and testimony is more accurately set forth on the record of the February 4, 2026 Planning Board hearing; and

WHEREAS, the hearing was open to the public and any public comment is more accurately set forth on the record; and

WHEREAS, after a public hearing held on February 4, 2026, the following findings of fact were made to wit:

1. All representations as set forth at the hearing and in this matter and/or as contained in the "WHEREAS" recital paragraphs of this Resolution are hereby incorporated by reference.

2. Proposed Ordinance 0.__.26 and the proposed Zoning Map are substantially consistent with the Township of Deptford Master Plan.

NOW, THEREFORE, BE IT RESOLVED by the Deptford Township Planning Board that:

1. The Planning Board hereby recommends the adoption of proposed Ordinance 0.__.26, entitled Ordinance Amending the Unified Development Ordinance (UDO) to modify the RM-1 and PVD-2 Districts to implement inclusionary affordable housing zoning for the Third and Fourth Rounds of the Township of Deptford.

2. The Planning Board, through the recommendations of the Township Professional Planner, Brian Slaugh, PP, AICP, has determined that Ordinance 0.__.26 is substantially consistent with the Township of Deptford Master Plan.

3. The Chair and his designee are hereby authorized and empowered to forward this recommendation to Mayor and Township Council for the Township of Deptford for further deliberation as recommended and prepared by the Planning Board.

4. This Resolution shall take effect immediately.

Deptford Township Planning Board

David Wyatt, Chairman

Attest:

MATTHEW BROWN, SECRETARY
Deptford Township Planning Board

This is a Decision of the Deptford Township Planning Board made on the 4th day of February, 2026 by a vote of 8 in favor, 0 opposed, and 0 abstaining.

Those in Favor: 8
Those Opposed: 0
Those Abstaining: 0

This Memorialization was adopted by the Deptford Township Planning Board at a regular meeting held on the 4th day of February, 2026 by a vote of 8 in favor, 0 opposed, and 0 abstaining.

Those in Favor: 8
Those Opposed: 0
Those Abstaining: 0

ORDINANCE OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE TO MODIFY THE RM-1 AND PVD-2 DISTRICTS TO IMPLEMENT INCLUSIONARY AFFORDABLE HOUSING ZONING FOR THE THIRD AND FOURTH ROUNDS IN THE TOWNSHIP OF DEPTFORD COUNTY OF GLOUCESTER, STATE OF NEW JERSEY

WHEREAS, the Deptford Township Council desires to modify the Residential Multi-Family Residential District 1 (RM-1) and Planned Village Development 2 ("PVD-2") inclusionary affordable housing districts in furtherance of the municipal obligation to provide the opportunity for affordable housing; and

WHEREAS, the Planning Board of the Township of Deptford adopted a Third Round Housing Element and Fair Share Plan last amended on August 5, 2020 and a Fourth Round Housing Element and Fair Share Plan ("HEFSP") on June 18, 2025 that addresses the municipality's ongoing affordable housing obligations with numerous compliance mechanisms; and

WHEREAS, by Order of the Hon. Robert P. Becker, Jr., P.J. Ch., dated June 18, 2021, the Township of Deptford was granted a final judgment of compliance and repose of its Third Round HEFSP; and

WHEREAS, the Deptford Township Council endorsed the Fourth Round Housing Element and Fair Share Plan on June 24, 2025 and directed that the document and accompanying appendices be submitted to the Affordable Housing Dispute Resolution Program, which action was taken by Special Counsel on June 25, 2025; and

WHEREAS, the Municipal Land Use Law requires that any amendments or revisions to Deptford Township's Unified Development Ordinance shall be reviewed by the Planning Board to determine if said amendments or revisions thereto are substantially consistent with the Master Plan of the Township of Deptford; and

WHEREAS, the Planning Board of the Township of Deptford finds that the modifications and amendments to the zoning districts are consistent with the intent and purpose of the Third and Fourth Round HEFSPs and with the intent and purposes of the Master Plan, including its Land Use Plan; and

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Deptford that the Unified Development Ordinance (UDO) be hereby amended as follows:

Section 1. §12, RM-1, Multi-Family Residential District 1, shall be amended as follows, with deletions marked by a strike thru, [~~thus~~], and additions by underline, [<u>thus</u>]:

§12. RM-1, Multi-Family Residential District 1

[A-C Remain Unchanged]

D. Bulk standards. The following area, yard, and coverage standards shall apply to uses within the RM-1 district:

1. Maximum gross density shall not exceed the following:
   a. For RM-1 zoning districts without any sub-district designation, the maximum gross density shall be six (6) dwelling units per acre.
   b. For RM-1 zoning districts with designated sub-district Affordable Housing 1 (AH-1), the maximum gross density shall not exceed twelve (12) units per acre.
   c. For RM-1 zoning districts with designated sub-district Affordable Housing 2 (AH-2), the maximum gross density shall not exceed nine (9) units per acre, rounded to the nearest whole number.
   d. For RM-1 zoning districts with designated sub-district Affordable Housing 3 (AH-3), the maximum gross density shall not exceed five (5) units per acre, except should the property develop as for-sale housing, a bonus density of one and a half (1.5) units per acre, for a total of six and a half (6.5) units per acre, shall be permitted.
   e. For RM-1 zoning districts with designated sub-district Affordable Housing 4 (AH-2), the maximum gross density shall not exceed eight and five tenths (8.5) units per acre.
2. [Unchanged]
3. [Unchanged]
4. [Unchanged]
5. [Unchanged]
6. Fee simple townhouse and community building requirements when placed on a fee simple lot shall be as indicated in the following table:

Use	Townhouse	Community Building
Minimum lot size	~~2,220~~ 2,000 sf.	10,000 sf.
Minimum lot frontage	20 feet~~; 22 feet if internal garage~~	80 ft.
Minimum lot depth	~~110~~ 100 ft.	120 ft.
Maximum building coverage	70%	50%
Maximum lot coverage	80%	70%
Principal Building Minimum Yard Depths and Height Limitations		
Front yard	25 ft.	25 ft.
Side yard	0 ft. common wall; 12 ft. end unit	20 ft.

Use	Townhouse	Community Building
Rear yard	25 ft.	30 ft.
Accessory Building Minimum Yard Depths and Height Limitations		
Front Yard	N.P.	N.P.
Side yard	N.P.	10 ft.
Rear yard	5 ft.	10 ft.
Tool shed side and rear yard	5 ft.	5 ft.

N.P. = Not a permitted location

7. [Unchanged]
8. [Unchanged]
9. Minimum landscaped buffer <u>width</u> adjacent to existing public streets and property lines. Twenty-five (25) feet <u>for townhouses and the height of the building for multi-family uses</u> ~~or in accordance with §31.D, whichever imposes the greater width~~. Landscaping requirements shall be as required in §31.
10. [Unchanged]

Section 2. §14.2, PVD-2, Planned Village Development 2, shall be amended as follows, with deletions marked by a strike thru, ~~[thus]~~, and additions by underline, [<u>thus</u>]:

§14.2. PVD-2 Planned Village Development 2.

[A-C Remain Unchanged]

D. Density Limitations and Affordable Housing Requirements. The base residential density shall be ~~six (6)~~ <u>six and seven tenths (6.7)</u> dwellings per gross acre with a mandatory setaside for affordable housing of twenty percent (20%), or as set forth in any Memorandum of Understanding or municipal developer's agreement, <u>whichever is greater</u>. For the purposes of this district, "gross acre" shall mean the total acreage of all of the lots included in the application for development minus any existing rights-of-way and lands deed restricted from further development at the time of an application for development. Non-contiguous planned development where some or all of the dwelling units either for market-rate, affordable units, or both, shall be permitted to transfer to any planned village development district provided that the gross density <u>within this district</u> is not exceeded.

Section 3. §7.B, Establishment of Zoning Districts and Zoning Map. Ordinance O.9.24, dated May 20, 2024, shall be revised to apply the PVD-2 Planned Village 2 Zoning District to Block 398, Lot 7.

Section 4. Continuation. In all other respects, the Unified Development Ordinance of the Township of Deptford shall remain unchanged.

Section 5. Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any other part thereof. Any invalidation shall be confined in its operation to the section, paragraph, sentence, clause, phrase, term, or provision or part there of directly involved in the controversy in which such judgment shall have been rendered.

Section 6. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance of the Code of the Township of Deptford, then the restriction which imposes the greater limitation shall be enforced.

Section 7. Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 8. Enactment. This Ordinance shall take effect upon the filing thereof with the Gloucester County Planning Board after final passage, adoption, and publication by the Township Clerk of the Township of Deptford in the manner prescribed by law.

ATTEST: Township of Deptford

Debra Willard, Acting Municipal Clerk

Paul Medany, Mayor

CERTIFICATION

The foregoing Ordinance was introduced at a Meeting of Township Council of the Township of Deptford held on the 26th day of January, 2026 and will be considered for final passage and adoption at a Meeting of Township Council at which time any person interested therein will be given an opportunity to be heard. Said meeting to be held on the 3rd day of March, 2026 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

Debra Willard, Acting Municipal Clerk

RECORD OF VOTE – Introduction O.1.26				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			

RECORD OF VOTE – Adoption O.1.26				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			

H. Hillcrest Avenue Documentation

A - Municipal Complex
B - New DPW Facility
C - D.R. Horton (NJTD Site)
D - Village of New Sharon
E - Soccer Expansion
F - New Connection
G - 100% Municipal Site
H - New Sharon Woods
I - Lakes of Bankbridge

Not to Scale

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

2025 Housing Element and Fair Share Plan

100% Municipal Site Context

LOCATION:
Deprford Township, Gloucester County, NJ

DATE:
June 2025

PROGRAM

BUILDING 1	8 UNITS
BUILDING 2	8 UNITS
BUILDING 3	8 UNITS
BUILDING 4	8 UNITS
BUILDING 5	8 UNITS
BUILDING 6	8 UNITS
BUILDING 7	12 UNITS
BUILDING 8	8 UNITS
BUILDING 9	8 UNITS
TOTAL UNITS	76 UNITS

PARKING REQUIRED:
76 UNITS @ 2 SPACES PER UNIT = 152 SPACES

PARKING PROVIDED: 156 SPACES

14.85 ACRES	GROSS
1.1 ACRES	WETLANDS
1.1 ACRES	RIGHT OF WAY
2.2 ACRES	STORM WATER
.92 ACRES	GAS EASEMENT
9.53 ACRES	GROSS

HILLCREST REDEVELOPMENT

DEPTFORD, NEW JERSEY

LOCATION:
DEPTFORD, GLOUCESTER COUNTY, NEW

DATE:
OCTOBER 4, 2025

REVISION DATE:

0 60 120 240

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

General Information
Hillcrest Avenue Family
Deptford, NJ

Deal Information		
Name of Property	Hillcrest Avenue Family	
Address	Hillcrest Avenue	
City	Deptford	
County	Gloucester	
State	NJ	
Type of Deal (Rehab/NC)	Suburban	
Number of Units	76	
Acquisition Credit Percentage	4.00%	(Fixed 4%)
Construction/Rehab Credit %	4.00%	(Fixed 4%)
QCT or DDA?	Yes	

Building Information		
Total RSF:	69,112	
Common Area:	7,489	Mech/Storage
Common Area:	7,602	Circ
Community Rm, Office	2,400	
Total SF	86,603	20.20%
Site area (acres)	??	
# Buildings	4	
Type	Flats	
# Stories	3	
Parking Spaces	152	(2 /unit)

Unit Matrix

	Studio	*1BR*	*2BR*	*3BR*	*4BR*	*Total*	*%*
20% Units	-	3	2	-	-	5	*7%*
30% Units	-	-	3	2	-	5	*7%*
40% Units	-	-	-	-	-	0	*0%*
50% Units	-	4	18	6	-	28	*37%*
60% Units	-	7	23	8	-	38	*50%*
Market Units	-	-	-	-	-	0	*0%*
Total	-	14	46	16	-	**76**	
%	*0%*	*18%*	*61%*	*21%*	*0%*		

Timing			
Application Deadline	None		
Date of Allocations	None		
Date of Acquisition	12/1/2026		
Date of Anticipated Closing	12/1/2026		
First Unit Leased	6/1/2028	18	mos.
Construction Completion	6/1/2028	0	mos.
Last Unit Leased	1/1/2029	7	mos.
Conversion to Perm Financing	8/1/2029	7	mos.
Total Construction Period		**32**	**mos.**

Sources/Uses of Funds

	Provider	Amount	$/unit	%
Permanent Term (NOTE A)	NJHMFA	3,774,000	49,658	14%
LIHTC Equity	TBD	11,403,615	150,048	41%
Total Deferred Fee		1,616,724	21,273	6%
NJHMFA STCS	NJHMFA STCS	10,000,000	131,579	36%
NJHMFA SNHTF	NJHMFA SNHTF	750,000	9,868	3%
	-	-	-	0%
	-	-	-	0%
Total Sources of Funds		**$27,544,339**	**362,426**	
Acquisition Costs		10	0	0%
Title/Recording		125,000	1,645	0%
Construction Costs		18,463,827	242,945	67%
Arch/Engineering/Green		855,000	11,250	3%
Municipal/Approval Fees		556,000	7,316	2%
Legal		150,000	1,974	1%
Misc. Soft Costs		533,591	7,021	2%
Lease-up & Marketing		75,000	987	0%
Financing/Loan Fees		1,937,120	25,488	7%
State Agency Fees		527,399	6,939	2%
Reserves		858,202	11,292	3%
Development Fee		3,463,190	45,568	13%
Total Uses of Funds		**$27,544,339**	**362,426**	
Shortfall/Surplus		**(0)**		

Year 1 Income/Expense

	Total	Per Unit	
Gross Potential Income	1,045,920	13,762	
Vacancy (Residential)	(73,214)	(963)	7.0%
Other Income	-	-	
Effective Gross Income	**$972,706**	**$12,799**	
Administrative	68,878	906	
Salaries	150,150	1,976	
Maint. & Repairs	50,000	658	
Maint. Contracts	59,367	781	
Utilities	97,000	1,276	
Management Fee	69,312	912	
Real Estate Taxes	54,994	724	
Insurance	59,656	785	
Replacement Reserve	33,440	440	
Total Expenses	**$642,797**	**$8,458**	
Controllable		5,233	
Fixed		3,225	
NOI	**$329,909**		
Debt Service	**$264,079**		
Net Cash Flow	**$65,830**		

LIHTC Information

	Acq	Construction	Total
Eligible Basis	-	31,679,879	31,679,879
Allocation	-	1,267,195	1,267,195
Pricing	$0.90		

Debt Information

	Amount	Interest	Term (mo)	Amort (mos)	Fixed/Float
Construction Debt (Conv)	20,000,000	6.25%	24	n/a	Floating
Bond Information					
A Piece (Perm)	3,774,000	5.95%	384	384	Fixed
B Piece	2,700,000	4.35%	10	n/a	Fixed
Total TE Bonds:	**6,474,000**				
% of Cost	*25.0%*				

	24,569,413	
	323,281.75	NJHMFA TDC Calculation

Hillcrest Affordable Housing Site

1/20/2026, 1:05:44 PM

ZONING EXHIBIT

1:5,688

0 0.04 0.07 0.14 mi

0 0.05 0.1 0.2 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

MEMORIALIZATION OF RESOLUTION NO. 2026-17
OF THE DEPTFORD TOWNSHIP PLANNING BOARD
RECOMMENDING AN AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO) OF THE TOWNSHIP OF DEPTFORD TO ADD THE RM-3 DISTRICT TO IMPLEMENT THE FOURTH ROUND OF AFFORDABLE HOUSING OBBLIGATIONS IN THE TOWNSHIP OF DEPTFORD

WHEREAS, the Township Council of the Township of Deptford has found that an Amendment to the Unified Development Ordinance (UDO) of the Township of Deptford is required to add the RM-3 District to implement the Fourth Round of Affordable Housing obligations in the Township of Deptford in furtherance of the municipal obligation to provide the opportunity for affordable housing; and

WHEREAS, the Planning Board of the Township of Deptford has adopted a Master Plan that comprehensively provides for the appropriate use, regulation and development of lands in the municipality under N.J.S.A.40:55D-28; and

WHEREAS, the Planning Board of the Township of Deptford adopted a Fourth Round Housing Element and Fair Share Plan on June 18, 2025 which was subsequently endorsed by the Township Council on June 23, 2026 that addresses the municipality's affordable housing obligations through various programs and land development regulations; and

WHEREAS, it has been determined by Deptford Township Council that the implementation of these modifications to the RM-3 Zoning District and application of the RM-2 District to two related lots would effectuate the intent and purpose of the goals and objectives of the Housing Element of the Fair Share Plan of the Master Plan of the Township of Deptford; and

WHEREAS, the Municipal Land Use Law requires that any amendments or revisions to Deptford Township's UDO shall be reviewed by the Planning Board to determine if said amendments or revisions thereto are substantially consistent with the Master Plan of the Township of Deptford; and

WHEREAS, on February 4, 2026, the Deptford Township Planning Board held a hearing to review and consider the proposed Ordinance 0.5.26 by Mayor and Council proposing to amend the UDO to add the RM-3 District to implement the Fourth Round of affordable housing obligations in the Township of Deptford. A copy of Ordinance 0.5.26 is attached hereto and made a part hereof by reference; and

WHEREAS, Township Planner, Brian Slaugh, PP, AICP, of Clarke Caton Hintz presented testimony to the Planning Board in support of Ordinance 0.5.26 and reviewed in detail to the Planning Board's

satisfaction the purpose of said Ordinance and articulated his findings that Ordinance 0.5.26 was consistent with the Township of Deptford Master Plan and recommended the adoption of Ordinance 0.5.26 which recommendation and testimony is more accurately set forth on the record of the February 4, 2026 Planning Board hearing; and

WHEREAS, the hearing was open to the public and any public comment received is more accurately set forth on the record; and

WHEREAS, after a public hearing held on February 4, 2026, the following findings of fact were made to wit:

1. All representations as set forth at the hearing and in this matter and/or as contained in the "WHEREAS" recital paragraphs of this Resolution are hereby incorporated by reference.

2. Proposed Ordinance 0.5.26 and the proposed Zoning Map are substantially consistent with the Township of Deptford Master Plan.

NOW, THEREFORE, BE IT RESOLVED by the Deptford Township Planning Board that:

1. The Planning Board hereby recommends the adoption of proposed Ordinance 0.5.26, entitled Ordinance Amending the Unified Development Ordinance (UDO) to add the RM-3 District to implement the Fourth Round of affordable housing obligations of the Township of Deptford.

2. The Planning Board, through the recommendations of the Township Professional Planner, Brian Slaugh, PP, AICP, has determined that Ordinance 0.5.26 is substantially consistent with the Township of Deptford Master Plan and more particularly the Housing Plan Element.

3. The Chair and his designee are hereby authorized and empowered to forward this recommendation to Mayor and Township Council for the Township of Deptford for further deliberation as recommended and prepared by the Planning Board.

4. This Resolution shall take effect immediately.

Deptford Township Planning Board

David Wyatt, Chairman

Attest:

MATTHEW BROWN, SECRETARY
Deptford Township Planning Board

This is a Decision of the Deptford Township Planning Board made on the 4th day of February, 2026 by a vote of 8 in favor, 0 opposed, and 0 abstaining.

Those in Favor: 8
Those Opposed: 0
Those Abstaining: 0

This Memorialization was adopted by the Deptford Township Planning Board at a regular meeting held on the 4th day of February, 2026 by a vote of 8 in favor, 0 opposed, and 0 abstaining.

Those in Favor: 8
Those Opposed: 0
Those Abstaining: 0

ORDINANCE OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE (UDO) TO ADD THE RM-3 DISTRICT TO IMPLEMENT THE FOURTH ROUND OF AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the Deptford Township Council desires to implement standards for the development of 100% affordable housing in the Unified Development Ordinance in furtherance of the municipal obligation to provide the opportunity for affordable housing; and

WHEREAS, the Planning Board of the Township of Deptford adopted a Fourth Round Housing Element and Fair Share Plan on June 18, 2025 which was subsequently endorsed by the Township Council on June 23, 2026 that addresses the municipality's affordable housing obligations through various programs and land development regulations; and

WHEREAS, it has been determined by Deptford Township Council that the implementation of these modifications to the RM-3 zoning district and application of the RM-2 district to two related lots would effectuate the intent and purpose of the goals and objectives of the Housing Element and Fair Share Plan of the Master Plan of the Township of Deptford; and

WHEREAS, the Municipal Land Use Law requires that any amendments or revisions to Deptford Township's Unified Development Ordinance shall be reviewed by the Planning Board to determine if said amendments or revisions thereto are substantially consistent with the Master Plan of the Township of Deptford; and

WHEREAS, the Planning Board of the Township of Deptford finds that the zoning district is consistent with the intent and purpose of the Housing Element and Fair Share Plan; and, Land Use Plan Element of the Master Plan; and

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Deptford that the Unified Development Ordinance (UDO) be hereby amended as follows:

Section 1. §13.1, RM-3, Multi-Family Residential District 3, shall be added to the UDO as follows:

§13.1. RM-3 Multi-Family Residential District 1.

A. Purpose and Intent. The purpose and intent of §13.1, RM-3, Multi-Family Residential District 3, is to provide for the development of entirely affordable housing in the Township of Deptford to aid in meeting its constitutional obligation to provide for very low, low and moderate income housing in accordance with the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

B. Permitted Uses. In the RM-3 district, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:

1. Townhouse dwellings.
2. Stacked townhouse dwellings.
3. Garden apartment dwellings.
4. Multi-family dwellings.

5. Municipal purpose.
6. Active and passive recreation; conservation.

C. Accessory Uses. In the RM-3 district, the following accessory uses shall be permitted:

1. Community center for the use of residents and their guests.

2. Common recreational facilities for the use and enjoyment of residents and their guests.

3. Maintenance building.

4. Management and leasing or sales office.

5. Home occupation in accordance with the requirements of §8.B.2.a(11), except that no non-resident employee may work from the premises.

6. Off-street surface parking; car sheds and detached garages for private residential use, only.

7. Fences, walls and street furniture.

8. Signs in accordance with §30.

9. Common satellite dish and television antennas.

10. Residential tool shed on fee simple lots.

11. Accessory uses on the same lot and customarily incidental to the principal use.

D. Bulk standards. The following area, yard, and coverage standards shall apply to uses within the RM-3 district:

1. Minimum lot area: Ten and a half acres (10.5) acres.
2. Minimum lot frontage. None required; however, adequate access shall be obtained pursuant to the standards of N.J.S.A. 40:55D-36.
3. Minimum lot dimension: Five hundred (500) feet.
4. Maximum gross density shall not exceed eight (8) dwelling units per acre.
5. Maximum building coverage.
   a. Townhouse use - Twenty-five percent (25%) of the total tract area and seventy percent (70%) of lot area for individual townhouse parcels.
   b. All other uses: Twenty-five percent (25%) of the total tract area.
6. Maximum impervious surface coverage - Sixty percent (60%) of total tract area.
7. Maximum building heights.
   a. Townhouse and garden apartment: Two and a half stories and thirty-five (35) feet.
   b. Stacked townhouse: Three and a half stories and forty-five feet (45).
   c. Multi-family – Four stories and sixty (60) feet.
   d. Community building – Twenty-eight (28) feet.
   e. Maintenance building and other accessory structures – Eighteen (18) feet.
   f. Residential tool shed – Twelve (12) feet.
8. Minimum building setbacks.
   a. Thirty-five (35) feet from a property line.

b. Seventy-five (75) feet from a gas pipeline line easement.

9. Building limitations for principal building uses shall be as indicated in the following table:

Requirement	Standard
Maximum Dwellings per Building (Townhouses)	8 dwellings
Maximum Dwellings per Building (Stacked Townhouses)	16 dwellings
Maximum Dwellings per Building (Multi-family)	24 dwellings
Minimum Distance from Building front to Building front	60 feet
Minimum Distance from Building front to Building side	35 feet
Minimum Distance from Building front to Building rear	60 feet
Minimum Distance from Building side to Building rear	35 feet
Minimum Distance from Building rear to Building rear	50 feet
Minimum Distance from Building side to Building side	20 feet

10. Fee simple townhouse and community building requirements when placed on a fee simple lot shall be as indicated in the following table:

Use	Townhouse	Community Building
Minimum lot size	2,220 sf.	10,000 sf.
Minimum lot frontage	20 feet; 22 feet if internal garage	80 ft.
Minimum lot depth	110 ft.	120 ft.
Maximum building coverage	70%	50%
Maximum lot coverage	80%	70%
Principal Building Minimum Yard Depths and Height Limitations		
Front yard	25 ft.	25 ft.
Side yard	0 ft. common wall; 12 ft. end unit	20 ft.
Rear yard	25 ft.	30 ft.
Accessory Building Minimum Yard Depths and Height Limitations		
Front Yard	N.P.	N.P.
Side yard	N.P.	10 ft.
Rear yard	5 ft.	10 ft.

Use	Townhouse	Community Building
Tool shed side and rear yard	5 ft.	5 ft.

N.P. = Not a permitted location

11. Building setbacks from streets and driveways. Minimum building setbacks shall be as in the following table:

Requirement	Standard
From major collector drive or street (public r.o.w. or private r.o.w. easement)	30 feet(1)
Front façade from a residential access drive or street (public r.o.w. or private r.o.w. easement)	22 feet(2)
Rear façade from a residential access drive or street (public r.o.w. or private r.o.w. easement)	20 feet
Side facades from a residential access drive or street (public r.o.w. or private r.o.w. easement)	12 feet(3)
From the r.o.w. of a limited access highway	100 feet

(1), or 40 feet from the edge of cartway, whichever is greater.
(2), or 30 feet from the edge of cartway, whichever is greater.
(3), or 20 feet from the edge of cartway, whichever is greater.

E. Off-street parking facilities shall be on the same lot as the building and located within two hundred fifty (250) feet of the nearest entrance of the building they are intended to serve. Parking spaces shall be provided in areas designed specifically for parking and there shall be no parallel parking along interior private streets unless the street width is constructed to Township standards.

1. Minimum parking area setbacks.
   a. Twenty-five (25) feet from side and rear lot lines and gas pipeline line easement.
   b. Minimum distance from building to parking shall be ten (10) feet. This requirement shall not apply to any maintenance building.

2. Parking lot setbacks. Where parking lots for residential uses are proposed, no parking space shall be closer than twelve (12) feet to a building. This requirement shall not apply to driveways leading to individual garages. Parking lots shall be setback a minimum of twenty (20) feet from a right-of-way or private right-of-way easement, forty (40) feet from the edge of cartway of a major collector road/driveway, and twenty (20) feet from the edge of a residential access cartway.

3. Minimum landscaped buffer adjacent to existing public streets and property lines - Twenty-five (25) feet or in accordance with §31.D, whichever imposes the greater width. Landscaping requirements shall be as required in §31.

4. Accessory uses and structures, with the exception of –B.4 uses, shall not be located in a front yard or within ten (10) feet of any property line, provided however, that accessory structures which are one hundred (100) square feet or less in gross floor area may be located within five (5) feet of a side or rear property line. All accessory structures, including sheds, shall be constructed in accordance with the requirements of the Uniform Construction Code. Accessory uses and structures permitted under –B.4 herein shall meet the area and yard requirements for principal uses and structures.

F. Required Affordable Housing. In any RM-3 district, all dwellings, with the exception of a superintendent's or manager's dwelling, shall be affordable to very low, low and moderate income households. Affordable units shall be restricted, regulated and administered consistent with the Township's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very low-income households and all other provisions of Article XII, the Affordable Housing of this ordinance.

G. Design Standards.

1. Multi-family buildings and Garden Apartments. The following standards shall be used in the design of multi-family buildings:

   a. A minimum of one hundred twenty (120) cubic feet of storage shall be provided for each dwelling, exclusive of kitchen cabinetry.

   b. Access to dwellings shall be designed as to provide a sense of safety and security for the residents, particularly in internal stairwells.

   c. All stairs shall be enclosed in the building.

   d. The exterior of the building shall be designed to visually break up any facade in excess of one hundred (100) lineal feet through the use of, but not limited to, offsets, bump-outs and building entrances.

   e. The design should distinguish between the base, middle, and top of the building.

   f. Where an outdoor living space is proposed, adequate visual screening from all other neighboring dwellings, outdoor living spaces, parking areas and roadways shall be provided. Screening may be accomplished with plant materials, masonry structures or wood fencing a minimum of 4 feet in height. Architectural elements, such as masonry walls and fences, shall be compatible in both style and materials with the dwelling.

   g. All utility meters or boxes, air compressors, heat pumps, or other exterior equipment shall be located at the side or rear of buildings and shall be screened by architectural elements or landscape plantings.

2. Townhouses and Stacked Townhouses. The following standards shall be used in the design of townhouse and stacked townhouse buildings:

   a. A minimum of one hundred fifty (150) cubic feet of storage shall be provided for each dwelling, exclusive of kitchen cabinetry.

   b. The front facades of at least forty percent (40%) of the number of dwellings in a structure shall be set back not less than two (2) feet behind the facades of the remaining dwellings in such structure.

c. The roof lines of at least thirty percent (30%) of the number of dwellings which are attached in a structure, shall be staggered in line with the offsets required in -2.b, hereinabove. Chimneys, skylights, dormers, and other roof structures are encouraged, but not required, to vary the elevation and provide additional light into upper story dwellings.

d. Where an outdoor living space is included for a unit, it shall be provided with adequate visual screening from all other neighboring dwellings, outdoor living spaces, parking areas and roadways. Screening may be accomplished with plant materials, masonry structures or wood fencing a minimum of four (4) feet in height. Architectural elements, such as masonry walls and fences, shall be compatible in both style and materials with the dwelling unit.

Section 2. §7.B, Establishment of Zoning Districts and Zoning Map, last revised by Ordinance O.9.24, dated May 20, 2024, shall be revised to list, under subparagraph 1, "RM-3: Residential Multi-family Residential District" following the RM-2: Multi-family Residential District, and pursuant to subparagraph 2, apply the RM-3 Multi-family Residential District to part of Block 398, Lot 13 as indicated on the attached "Zoning Exhibit", entitled, "Hillcrest Affordable Housing Site" and the RM-2 Multi-family Residential District to Block 398.01, Lot 1 and Block 398.02, Lot 1.

Section 3. Continuation. In all other respects, the Unified Development Ordinance of the Township of Deptford shall remain unchanged.

Section 4. Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any other part thereof. Any invalidation shall be confined in its operation to the section, paragraph, sentence, clause, phrase, term, or provision or part there of directly involved in the controversy in which such judgment shall have been rendered.

Section 5. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance of the Code of the Township of Deptford, then the restriction which imposes the greater limitation shall be enforced.

Section 6. Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 7. Enactment. This Ordinance shall take effect upon the filing thereof with the Gloucester County Planning Board after final passage, adoption, and publication by the Township Clerk of the Township of Deptford in the manner prescribed by law.

ATTEST:

Debra Willard, Acting Municipal Clerk

Township of Deptford

Paul Medany, Mayor

CERTIFICATION

The foregoing Ordinance was introduced at a Meeting of Township Council of the Township of Deptford held on the 2nd day of February, 2026 and will be considered for final passage and adoption at a Meeting of Township Council at which time any person interested therein will be given an opportunity to be heard. Said meeting to be held on the 2nd day of March, 2026 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

Debra Willard, Acting Municipal Clerk

RECORD OF VOTE – Introduction O.4.26				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin				✓

RECORD OF VOTE – Adoption O.4.26				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			

Hillcrest Affordable Housing Site

1/20/2026, 1:05:44 PM

ZONING EXHIBIT

1:5,688

0 0.04 0.07 0.14 mi

0 0.05 0.1 0.2 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

I. Habitat for Humanity Documentation

MUNICIPALLY SPONSORED
AFFORDABLE HOUSING AGREEMENT

THIS MUNICIPALLY SPONSORED AFFORDABLE HOUSING AGREEMENT ("Agreement") is made on this 10th day of November, 2025 (the "Effective Date"), by and between the **TOWNSHIP OF DEPTFORD**, a municipal corporation of the State of New Jersey, County of Gloucester, having an address at 1011 Cooper Street, Deptford, New Jersey 08096 (hereinafter the "Township" or "Deptford") and **GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.**, a New Jersey Non-Profit corporation, with an address at 425 S Broadway, Pitman, NJ 08071 ("Habitat").

RECITALS

WHEREAS, in response to the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 7, 2015, the Township filed an action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Township of Deptford, County of Gloucester Docket No. GLO-L-0929-15, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related reliefs (the "Compliance Action"); and

WHEREAS, the Township simultaneously sought, and ultimately secured, a Judgment of Repose for its Housing Element and Fair Share Plan ("HE&FSP") by Order of the Hon. Robert P. Becker, Jr., P.J.Ch., dated May 6, 2021; and

WHEREAS, Habitat is an experienced and reputable entity in providing affordable home ownership opportunities to low- and moderate-income households; and

WHEREAS, the Township is the owner of real property located at 706 Central Avenue and 622 Washington Avenue ("the Site(s)"); and

WHEREAS, through private negotiations, the Parties reached an agreement in principal, seeking to work together to streamline and fast track certain aspects of the construction and redevelopment process to the benefit of Habitat, Deptford, and the future homeowners, providing that Deptford will deed the Site(s) to Habitat and Habitat will construct one single family home on each (a total of two (2) units). Each unit will be available to low- or moderate-income households and credit-worthy towards the Township's Round 3 new construction obligation, as mutually agreed upon by the parties; and

WHEREAS, to ensure that the units contemplated by this Agreement generate affordable housing credits to the Township's Gap (1999-2015),Round 3 (2015-2025) and Round 4 (2025-2035) affordable housing obligations, the units shall be developed in accordance with the COAH Prior Round regulations; N.J.A.C. 5:93-1 et seq.; extant Third Round and Fourth Round regulations, N.J.A.C. 5:97-1 et seq.; the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") and all other applicable law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties covenant and agree as follows:

1. RECITALS.

The Recitals set forth above are incorporated by reference herein as if set forth herein at length.

2. PURPOSE OF AGREEMENT.

The express purpose of this Agreement is to create a realistic opportunity for the construction of affordable housing "units" and "credits" that are credit-worthy for the Township to apply to its Gap (1999-2015),Round 3 (2015-2025), and Round Four (2025-2035) affordable housing obligations. Accordingly, this Agreement provides for the conveyance of the Lots for nominal consideration of $1.00 for each Lot, at a private sale to Habitat, a nonprofit housing corporation, to facilitate the construction of two (2) for-sale single family affordable housing dwellings that meet UHAC requirements so that the Township can obtain affordable housing credits towards its affordable housing obligations. In this regard, Habitat hereby represents and warrants that it is a duly incorporated nonprofit housing corporation to which the Township is lawfully entitled to convey land at private sale for nominal consideration pursuant to N.J.S.A. 40A:12-21(1) to facilitate affordable housing production.

3. DUE DILIGENCE.

Habitat will have the period commencing on the Effective Date and expiring sixty (60) days thereafter (the "Due Diligence Period") to review the Site(s) for any potential concerns. During the Due Diligence Period, Habitat shall conduct any inspections, surveys or testing they deem necessary , including, but not limited to, a Preliminary Assessment under New Jersey law and confirm that all utilities necessary for occupancy of the units are available to the units or determine what permits and construction would be necessary (the "Utility Extension"), and the cost necessary, to bring utilities to each unit (the "Utility Extension Costs"). Should Habitat determine, as a result of the inspections, surveys or testing, including, without limitation, the discovery of any historical features or structures or environmental hazards on the Site(s), that development of Units on one or more of the Site(s) is not physically or financially viable, as determined by Habitat in its sole discretion, Habitat shall be under no obligation to accept the Municipal Contribution.

4. MUNICIPAL OBLIGATIONS.

A. The Township agrees to perform all necessary work to ensure that the lots are buildable. This includes but is not limited to obtaining all state and local permits for wetlands, soil conservation and any other required permit not specifically mentioned, an engineer's statement certifying that the lots are suitable for the required foundations.

B. The Township understands and agrees to release any and all unused escrow fees promptly to ensure that those funds can be reallocated to further advance Habitat's mission.

C. The Township shall reimburse Habitat for any State or federal permit application fees in connection with obtaining the building permits and any funding for construction (collectively, the "Acquisition Costs").

D. The Township shall convey fee title to the Lots on which construction is to occur after Habitat has obtained building permits pursuant to Section 5(a) below for the construction of dwellings on the specific Lots to be acquired and prior to commencement of construction on those Lots by Habitat. Consideration of $1.00 shall be paid by Habitat for each Lot at closing and the Township will provide Habitat with title searches and an outbound survey for each lot at transfer.

E. The Township shall waive all local permit fees, tree removal fees and application fees within its control in order to help facilitate this development. The Township further agrees not to impose any cost generative features on Habitat, including requiring the use of any historic materials, techniques or features.

F. The Township shall cooperate with Habitat and assist it, at no cost to the Township, in obtaining state and/or county funding for the construction of the dwellings on the Lots, including, but not limited to, affordable housing funds from New Jersey Department of Community Affairs (the "Governmental Funding"), if Habitat is able to obtain such funding.

5. HABITAT OBLIGATIONS.

A. Habitat shall construct two (2) affordable, for-sale dwellings at the Site(s), which obligation shall accrue only after the Lots on which such dwellings are to be constructed are deeded over to Habitat pursuant to Section 6 below. Habitat shall have the right to utilize modular construction, if Habitat deems necessary, to develop and construct the units.

B. Habitat will have a period of three (3) years to complete construction of both units.

C. With respect to dwellings constructed by Habitat, Habitat shall perform the following:

1. Habitat shall have an obligation to deed-restrict each unit with affordability controls for low- and moderate-income households as defined by UHAC and COAH regulations. Any such affordable unit shall comply with UHAC, applicable COAH affordable housing regulations, any applicable order of the Court, and other applicable laws, and may be offered for sale to low- or moderate-income households that are screened and approved by Habitat in accordance with Habitat's selection criteria. In addition, the affordable units shall remain affordable for a period of at least thirty (30) years from the date of their initial occupancy ("Deed-Restriction Period") and said extensions may be extended at the sole discretion of the Township.

2. The families selected to purchase each home and lot are hereinafter referred to as a "Partner Family." At closing on the transfer of each dwelling and Lot to the respective Partner Family, Habitat shall include in the deed conveying title or in a separate document to be recorded against the dwelling and Lot prior to transfer to the Partner Family a 30-year affordability deed restriction substantially in the form attached hereto as Exhibit A.

3. CLOSING AND QUALITY OF TITLE.

Unless this Agreement has been terminated pursuant to Section 3 above prior thereto, the Township shall convey title to each Lot to Habitat within the later of 30 days after Habitat's building permits and approvals for the construction of the respective dwellings thereon become final, unappealed and unappealable. It is the parties' intent that Habitat be able to start construction of affordable homes as soon as it takes title. The conveyance(s) shall be made for the nominal consideration of $1.00 by bargain and sale deeds with covenants as to grantor's acts insurable at regular rates by a title insurance company licensed by the State of New Jersey. Any title insurance that Habitat cares to secure shall be paid for by Habitat. Closing costs shall be apportioned as is customarily done in Gloucester County real estate transactions with each party paying their own attorney's fees.

4. DEFAULT.

In the event that any party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless such obligation is waived in writing by the party or parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Agreement. In the event of default, the non-defaulting party shall have available any and all rights and remedies that may be provided in law or in equity, including, but not limited to the right of specific performance and/or the right to bring a motion in aid of litigant's rights, and the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable expenses, including, without limitation, reasonable attorneys' fees and court costs. Prior to such proceedings, there shall be an opportunity to cure said alleged default as follows: (i) the benefited party shall notify the defaulting party of such alleged default specifying the nature of the default, (ii) the defaulting party shall thereafter have ten (10) business days to effect a cure; (iii) the benefited party shall promptly notify the defaulting party of its acceptance of the proposed cure, or its alternative election to seek judicial remedies.

5. NOTICES.

All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile or email transmission if under 25 pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services 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:

To Habitat:

Habitat for Humanity
425 S Broadway
Pitman, NJ 08071
c/o ~~Mary Arthur~~, Executive Director
Scott Bosley ED

With Copy to:

To the Township:

Township of Deptford
1011 Cooper Street
Deptford, New Jersey 08096
Attention: Thomas Newman

With a Copy to:

Albert Marmero, Esq.
Marmero Law
44 Euclid St.
Woodbury, NJ 08096

6. **MISCELLANEOUS.**

A. 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 provisions of this Agreement.

B. Cooperation. The parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement in addition to the Mount Laurel doctrine, the FHA, COAH's rules, and the UHAC regulations. Habitat agrees to participate in any proceedings before the Court or COAH with respect to the Township's affordable housing compliance initiatives that are implicated by this Agreement. For purposes of this Agreement, the term "COAH" shall mean the Council on Affordable Housing or the substitute therefor pursuant to New Jersey law or court order if the Council on Affordable Housing shall no longer exist.

C. 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.

D. Entire Agreement. This Agreement and its prefatory statements and recitals constitute the entire agreement between the parties. No representative, agent or employee of any party has been authorized to make any representation 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.

E. Validity. In the event that one or more of the provisions 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 resolve such a restructuring, any party may seek Court review and a ruling to restructure the Agreement in a legally acceptable manner reflecting the underlying intent of the parties as expressed herein.

F. Preparation. The parties acknowledge that this Agreement has been jointly prepared by the parties' attorneys. Therefore, this Agreement shall be construed on a parity among the parties and any presumption for resolving ambiguities against the drafter shall not apply.

G. 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. A signed facsimile or electronic copy of this Agreement shall have the same effect as an original signed Agreement.

H. Governing Law. This Agreement shall be governed, construed in accordance with the laws of the State of New Jersey. Any action brought under this Agreement shall be brought in the Superior Court of New Jersey in Gloucester County, New Jersey.

I. In the event of a conflict between the terms of this Agreement and the terms of the MOU, the terms of this Agreement can govern and control.

[CONTINUED ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year appearing below their names.

GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.

By: _____

~~Mary Arthur~~, Executive Director
Scott Bosley

Dated: 2-5-26

Witness/Attest:

Debra Willard

Debra Willard,
Acting Municipal Clerk

TOWNSHIP OF DEPTFORD

By: _____

Hon. Paul Medany, Mayor

Dated: 11.10.2025

R.229.25

RESOLUTION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, AUTHORIZING EXECUTION OF A MUNICIPALLY SPONSORED AFFORDABLE HOUSING AGREEMENT BETWEEN THE TOWNSHIP OF DEPTFORD AND GLOUCESTER COUNTY HABITAT FOR HUMANITY, INC.

WHEREAS, the Township of Deptford ("Township") owns real property located at 706 Central Avenue (Block 449, Lot 13) and 622 Washington Avenue (Block 319, Lot 15) (collectively, the "Properties"); and

WHEREAS, Gloucester County Habitat for Humanity, Inc. ("Habitat") is a duly incorporated nonprofit housing corporation qualified under N.J.S.A. 40A:12-21(1) to receive land at private sale for nominal consideration for the purpose of facilitating the construction of affordable housing; and

WHEREAS, the Township and Habitat have negotiated a Municipally Sponsored Affordable Housing Agreement ("Agreement"), under which the Township will convey the Properties to Habitat for nominal consideration of One Dollar ($1.00) per lot, and Habitat will construct two (2) for-sale, single-family affordable dwellings thereon, deed-restricted in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq.; and

WHEREAS, the Agreement provides that the units shall count toward the Township's affordable housing obligations under its Court-approved Housing Element and Fair Share Plan; and

WHEREAS, the Township Council finds that this partnership advances the Township's affordable housing compliance efforts and promotes the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Deptford, County of Gloucester, State of New Jersey, as follows:

1. The Governing Body hereby approves the Municipally Sponsored Affordable Housing Agreement between the Township of Deptford and Gloucester County Habitat for Humanity, Inc., substantially in the form attached hereto and made part of this Resolution.

2. The Mayor, Township Manager, and Acting Township Clerk are hereby authorized and directed to execute the Agreement on behalf of the Township, together with any ancillary documents necessary to effectuate the intent of this Resolution.

3. The Township's professionals are authorized to take all administrative and legal steps necessary to implement the terms of the Agreement, including coordination of the conveyance of the Properties and recording of all required instruments.

ATTEST:

Debra Willard

Debra Willard, Acting Municipal Clerk

Township of Deptford

Paul Medany

Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Meeting of Township Council of the Township of Deptford held on the 10th day of November, 2025 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.229.25				
Council Member	**Yes**	**No**	**Abstain**	**Absent**
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			

Debra Willard

Debra Willard, Acting Municipal Clerk

J. Fourth Round Miscellaneous Documentation

Affirmative Marketing Plan

FOR THE ADMINISTRATION OF THE AFFORDABLE SALES PROGRAM

33 Dancy Avenue, Sewell

IN ACCORDANCE WITH THE UNIFORM HOUSING AFFORDBILITY CONTROLS

Deptford Township
1011 Cooper Street
Deptford, NJ 08096

December 2025

Prepared by

TRIAD
IMPROVING HOUSING OPPORTUNITIES

FAIR HOUSING AFFIRMATIVE MARKETING PLAN

For Affordable Housing in **(REGION 5)**

I. APPLICANT AND PROJECT INFORMATION

1a. Administrative Agent Name, Address, Phone Number Triad Associates 1301 W. Forest Grove Road Vineland, NJ 08360 856-690-9590 www.triadhousingprograms.com housing@triadassociates.com		**1b. Development or Program Name, Address:** 33 Dancy Avenue Sewell, NJ 08080 Deptford Township 1011 Cooper Street Deptford, NJ 08096 (856) 845-5300 ☐ **FOR RENT UNITS** ✓ **FOR SALE UNITS**
1c. ✓ Number of Affordable Units: 1 ✓ Number of Sale Units: 1 ☐ Number of Rental Units: 0	**1d. Price or Rental Range – Need rates** 1 Low-income, 3 bedroom for-sale unit: $160,131.00	**1e. State and Federal Funding Sources (if any)** None
☐ Age Restricted ✓ Non-Age Restricted	**1g. Approximate Starting Dates** Advertising: January 5, 2026 Occupancy: Projected May 2026 Lottery Date: March 9, 2026	
1h. County: **Burlington County**		**1i. Census Tract(s):**
1j. Managing/Sales Agent's Name, Address, Phone Number Deptford Township 1011 Cooper Street Deptford, NJ 08096 (856) 845-5300		
1k. Application Fees (if any): Application, Credit and Background Check Fees may apply.		

II. RANDOM SELECTION

1. Describe the random selection process that will be used once applications are received.

INITIAL RANDOMIZATION

The Affirmative Marketing period begins when the applicant waitlist opens, and a property is posted on the NJHRC website. During this 120 day period, the property is advertised and interested applicants have the opportunity to submit Preliminary Applications. After a minimum of 60 days from the date that the affirmative marketing period begins, a lottery randomization takes place. All preliminary applications received during the first 60 days of the affirmative marketing period are included in this lottery randomization, which will establish the applicant waitlist. The lottery date will be included in all affirmative marketing materials.

All applicants are included in the lottery and randomized regardless of household size or, desired number of bedrooms. The process is as follows:

The lottery will be conducted by the Administrative Agent with at least two professionals present. The applicant pool will include all applicants who have applied. The Administrative Agent will utilize a computer program to randomly assign a number, which will then become the applicant's lottery number.

When a unit becomes available, the Administrative Agent will identify the applicants that match the number of bedrooms and affordability (very low, low, or moderate income). Those who work or live in Region 5 will be given preference and contacted for the unit first. Pursuant to the New Jersey Fair Housing Act (C.52:27D-311), a preference for very low-, low- and moderate-income veterans duly qualified under N.J.A.C. 54:4-8.10 may also be exercised. If a veteran's preference is in effect, the veterans will be offered the unit prior to the general applicant pool.

Preliminary Applications received after the lottery date will be added to the applicant pool in the order they were received.

If the applicant pool becomes close to being depleted, the Administrative Agent will conduct additional marketing until units are filled.

AFFIRMATIVE FAIR HOUSING MARKETING PLAN

For Affordable Housing in **(REGION 5)**

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

✓ White (non-Hispanic ✓ Black (non-Hispanic) ✓ Hispanic

✓ American Indian or Alaskan Native ✓ Asian or Pacific Islander ☐ Other group:

3b. **HOUSING RESOURCE CENTER** (www.njhrc.gov) A free, online listing of affordable housing.
Listed for the duration of the affirmative marketing process. Listing will be posted at minimum 60 days prior to lottery date.

3c. Commercial Media (required) (Check all that apply)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPERS	CIRCULATION AREA
TARGETS ENTIRE HOUSING REGION 5			
INTERNET ADVERTISING			
✓	Listed for the duration of the affirmative marketing process	Zillow/Social Media Sites	Statewide
✓	Run social media ads targeting a housing region of the township/city	Social media ads include "apply today" button that goes to the landing page for each listing	Gloucester, Camden and Burlington Counties
✓	Listed for the duration of the affirmative marketing process	NJHRC.gov and Triadhousingprograms.com	Statewide
✓	Advertising to run for at least 1 week, including print and digital.	https://thesunpapers.com/c/news/deptford-news/#	Regional
TARGETS PARTIAL HOUSING REGION 5			
DAILY NEWSPAPER			
✓	Press Release at beginning of affirmative marketing	The Deptford Sun	Gloucester
✓	Press Release at beginning of affirmative marketing	South Jersey Times	Gloucester
WEEKLY NEWSPAPER			
✓	Press Release at beginning of affirmative marketing	Central Record	Burlington
✓	Press Release at beginning of affirmative marketing	News Weekly	Burlington
✓	Press Release at beginning of affirmative marketing	Register-News	Burlington
✓	Press Release at beginning of affirmative marketing	Gloucester City News	Camden
✓	Press Release at beginning of affirmative marketing	Retrospect	Camden
✓	Press Release at beginning of affirmative marketing	Gloucester County Times	Camden, Gloucester
✓	Press Release at beginning of affirmative marketing	News Report	Gloucester

✓	Servicios Latinos de Burlington County	795 Woodlane Rd Box 10, 2nd Floor, Mount Holly, NJ 08060	Burlington County
✓	Press Release at beginning of affirmative marketing	Comcast of Burlington County, Garden State, Gloucester County, South Jersey, Wildwood (Maple Shade System)	All Burlington, Camden, Gloucester

	DURATION & FREQUENCY OF OUTREACH	NAME OF PUBLICATION	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATON OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 5				
WEEKLY				
✓	Press Release at beginning of affirmative marketing	Al Dia	Philadelphia Area	Spanish-Language
✓	Press Release at beginning of affirmative marketing	Nuestra Communidad	Central/South Jersey	Spanish-Language
TARGETS PARTIAL HOUSING REGION 5				
WEEKLY				
✓	Press Release at beginning of affirmative marketing	El Hispano	Camden and Trenton areas	Spanish-Language
✓	Press Release at beginning of affirmative marketing	Ukrainian Weekly	New Jersey	Ukrainian community

3e. Community Contacts (names of community groups/organizations throughout the housing region who will receive direct notification of the availability of affordable housing units and who will be asked to post advertisements and distribute flyers and application forms regarding available affordable housing to their members.

AFFIRMATIVE FAIR HOUSING MARKETING PLAN

For Affordable Housing in **(REGION 5)**

	OUTREACH	GROUP/ORGANIZATION	ADDRESS
✓	Flyers to be mailed at beginning of Marketing	Burlington County College	601 Pemberton Browns Mills Rd Pemberton 08068
✓	Flyers to be mailed at beginning of Marketing	Medford Leas Continuing Care	1 Medford Leas Medford, NJ 08055
✓	Flyers to be mailed at beginning of Marketing	New Jersey Housing Resource Center	600 1st Ave, Raritan, NJ 08869
✓	Flyers to be mailed at beginning of Marketing	Fair Share Housing Center	510 Park Blvd, Cherry Hill, NJ 08002
✓	Flyers to be mailed at beginning of Marketing	Fair Share Housing Development	1 Ethel Lawrence Blvd, Mt Laurel, NJ 08054
✓	Flyers to be mailed at beginning of Marketing	Camden County East NAACP	P.O. Box 53 Lawnside, NJ, 08045
✓	Flyers to be mailed at beginning of Marketing	Camden County NAACP	1123 1/2 Kaighns Avenue, Camden, NJ 08103
✓	Flyers to be mailed at beginning of Marketing	Gloucester County NAACP	GC NAACP, PO Box 545 Williamstown, NJ 08094
✓	Flyers to be mailed at beginning of Marketing	Latino Action Network	PO Box 943, Freehold, NJ 07728
✓	Flyers to be mailed at beginning of Marketing	Willingboro NAACP	PO Box 207, Roebling 09854
✓	Flyers to be mailed at beginning of Marketing	Southern Burlington County NAACP	PO Box 3211, Cinnaminson, NJ 08077
✓	Flyers to be mailed at beginning of Marketing	Burlington County Community Action Program	718 Route 130 South, Burlington, NJ 08016
✓	Flyers to be mailed at beginning of Marketing	New Jersey NAACP Conference	P.O. Box 1706 Montclair, NJ 07043
✓	Flyers to be mailed at beginning of Marketing	Supportive Housing Assoc.	Alden St #14,Cranford, NJ 07016
✓	Flyers to be mailed at beginning of Marketing	Burlington County United Way	595 Rancocas Rd, Westhampton, NJ 08060
✓	Flyers to be mailed at beginning of Marketing	Camden County Council on Economic Opportunity Latino Action Network	538 Broadway Camden, NJ 08103
✓	Flyers to be mailed at beginning of Marketing	Interfaith Hospitality Network of Burlington County (IHNBC)	16 East Main Street Moorestown, NJ 08057
✓	Flyers to be mailed at beginning of Marketing	Catholic Charities	383 W State Street Trenton, NJ 08607
✓	Flyers to be mailed at beginning of Marketing	Camden County Board of Social Service	600 Market Street Camden, NJ 08101
✓	Flyers to be mailed at beginning of Marketing	Anti-Poverty Network of NJ	272 Dunns Mill Road, Acme Commons Center, #327, Bordentown, NJ 08505
✓	Flyers to be mailed at beginning of Marketing	Burlington County Board of Social Services	795 Woodlane Road Mt Holly, New Jersey 08060
✓	Flyers to be mailed at beginning of Marketing	Rancocas Valley Clergy Ass.	125 Garden St Mt Holly NJ 08060
✓	Flyers to be mailed at beginning of Marketing	Gloucester County Board of Social Services	400 Holly Dell Dr, Sewell, NJ 08080
✓	Flyers to be mailed at beginning of Marketing	DCA Rental Assistance	20 Market St, Camden, NJ 08102
✓	Flyers to be mailed at beginning of Marketing	Camden County Housing Authority	1800 S 9th St, Camden, NJ 08104

✓	Flyers to be mailed at beginning of Marketing	Camden County Division of Senior and Disabled Services	512 Lakeland Rd #4, Blackwood, NJ 08012
✓	Flyers to be mailed at beginning of Marketing	Burlington County Area Agency on Aging	795 Woodlane Rd, Westampton, NJ 08060
✓	Flyers to be mailed at beginning of Marketing	Gloucester County Division of Senior Services	115 Budd Blvd, West Deptford, NJ 08096

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:

4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that apply)

	BUILDING	LOCATION
✓	Gloucester County Library	389 Wolfert Station Rd. Mullica Hill, NJ 08062 (856)223-6000
✓	Gloucester County Court House	1 N Broad St, Woodbury, NJ 08096 (856)853-3390
✓	Burlington County Library Headquarters	5 Pioneer Boulevard, Westampton, NJ 08060
✓	Burlington County Human Services Building	795 Woodlane Road, Westampton, NJ 08060
✓	Burlington County Office Building	49 Rancocas Rd, Mount Holly NJ 08060 (609)265-5000
✓	Camden County Library Headquarters	203 Laurel Road Voorhees, NJ 08043 (856)772-1636
✓	Camden Court House Square	520 Market St, Camden NJ 08102-1375 (856)225-5000

4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)

Deptford Township
1011 Cooper Street
Deptford, NJ 08096
(856) 845-5300

Deptford Public Library
670 Ward Drive, Deptford, NJ 08096
(856) 848-1813

Washington Township Municipal Building
523 Egg Harbor Rd, Sewell, NJ 08080
(856) 589-0520

The Margaret E. Heggan Free Public Library
606 Delsea Drive, Sewell, NJ 08080
info@hegganlibrary.org

4c. Sales/Rental Office for units (if applicable)

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the Municipality's substantive certification.

Susan DiBiasio _____ December 17, 2025

Susan DiBiasio, Triad Associates — Date

Administrative Agent & Affirmative Marketing

55 EAST COMMERCE STREET
BRIDGETON, NEW JERSEY 08302

Dominion
TITLE SERVICES/BRIDGETON, INC.

OFFICE: (856) 455-1008
FAX: (856) 455-0554
www.dtsbi.com

CLOSING AGREEMENT

File No.: **D24322BR**
Property Address: **33 Dancy Avenue, Sewell, NJ 08080**
Settlement Date: **November 27, 2024**

Buyer and Seller agree that should there be an error or omission on the settlement statement, documents used for settlement, etc., that both parties, as necessary, will remit such funds and/or re-execute such documents as necessary to correct said error(s) and/or omission(s). Buyer and Seller also agree that if they do not comply with a request to remit funds and/or re-execute documents that are necessary to correct any error(s) and/or omission(s), Buyer and Seller shall pay Dominion Title Services/Bridgeton, Inc. all reasonable attorney's fees and costs that it incurs to enforce this closing agreement. The obligations of such parties shall survive the closing of title. No additions, alterations, or improvements are now being made or have been made to this property since 4 months or more last past since the date of signing this agreement that would cause an added assessment or increase in the taxes that is not already of record. Seller agrees to pay its proportionate share of any added assessment and taxes through the date of closing. This representation shall survive closing of title.

SELLER(S)

Christine Patterson

Phone Number(s): 856 251 6723
Email(s): _____
Future Mailing Address(es): _____

BUYER(S)

Township of Deptford

Phone Number(s): _____
Email(s): _____
Future Mailing Address(s): _____

55 East Commerce Street
Bridgeton, New Jersey 08302

Dominion
TITLE SERVICES/BRIDGETON, INC.

Office: (856) 455-1008
Fax: (856) 455-0554
www.dominiontitlebridgeton.com

HOLD HARMLESS AGREEMENT

File No.: **D24322BR**
Property Address: **33 Dancy Avenue, Sewell, NJ 08080**
Settlement Date: **November 27, 2024**

The undersigned parties hereby agree the following facts:

Certificate of Occupancy and/or Smoke Inspection Certificate for the above-captioned premises has NOT been issued. All parties are in agreement that neither Westcor Land Title Insurance, North American Title Insurance, nor Dominion Title Services/Bridgeton, Inc. will provide coverage of any kind in relation to Certificate of Occupancy requirements by either Municipality and/or the Lender. The Title Act under NJSA 17:46B-54 precludes a title insurer from providing coverage over a boiler plate exclusion or exception except by way of an endorsement specifically approved by the Commissioner of Insurance. As an accommodation, the following informational note will be included on Schedule B of the Title Commitment:

Information Note: Certificate of Occupancy/Smoke Inspection Certificate

Although compliance or non-compliance with land use and land division regulations is beyond the scope of coverage afforded by the policy, we wish to call your attention to the fact that the proposed transaction may be in violation of the provisions of the municipal land use law, NJSA 40:55D-1 et seq. Please note that the Company is not legally authorized to unsure that the proposed transaction comports with the provisions of any land use or land division statute or regulation.

Date: _____ Date: 11/27/24

SELLER

Christine Patterson

BUYER

Township of Deptford

55 EAST COMMERCE STREET
BRIDGETON, NEW JERSEY 08302

Dominion
TITLE SERVICES/BRIDGETON, INC.

OFFICE: (856) 455-1008
FAX: (856) 455-0554
www.dtsbi.com

AFFIDAVIT FOR SHORTAGES

File No.: **D24322BR**
Property Address: **33 Dancy Avenue, Sewell, NJ 08080**
Settlement Date: **November 27, 2024**

The undersigned, **Township of Deptford, a Municipal Corporation of the State of New Jersey**, being duly sworn, according to law, depose, and say as follows:

1. This affidavit is made in connection with the sale of property known as: **33 Dancy Avenue, Sewell, NJ 08080**

2. The undersigned acknowledges that if any of the mortgages, judgments, homeowner's association dues, home warranty, commissions, utilities, settlement fees, transfer tax, or any tax figures obtained should insufficient, due to insufficient funds, an unforeseen escrow disbursement, additional advances or a miscalculation, the undersigned will remit certified funds to Dominion Title Services/Bridgeton, Inc. or the appropriate lender within three days of receiving notice to pay the account in full.

WITNESS:

_____

BUYER(S)

_____
Township of Deptford

_____

Signed and sworn to before me on **11/27/24.**

_____
Notary Public

My Commission Expires: _____

Carolyn D. King
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires
December 22, 2024
#2069391

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
Housing Affordability Service
637 South Clinton Avenue
P.O. Box 18550
Trenton, NJ 08650-2085

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 day **November 27, 2024** by and between

Christine Patterson, unmarried (Grantor) whose address is **33 Dancy Avenue, Deptford, NJ 08080** and

Township of Deptford, a public body corporate and politic of the State of New Jersey, (Grantee), whose address is **1011 Cooper Street, Deptford, New Jersey 08096**

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of **One Hundred Six Thousand Dollars, ($106,000.00)**, 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 in 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 **Deptford Township**, County of **Gloucester**, State of New Jersey, and described more specifically as Block No. **396**, Lot No. **32**, and known by the street address:

33 Dancy Avenue
Deptford, NJ 08080

Schedule A attached hereto.

Christine Patterson by Deed from **The Village at New Sharon, Inc.** a corporation of the state of New Jersey, dated **April 28, 2000**, recorded **May 3, 2000**, in the Clerk's Office of the County of Gloucester, New Jersey, in Deed Book **3110**, page **161**, as Docket No. 101844.

Article 3. Grantor's Covenant

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations") and any amendments, changes or supplements thereto. Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Housing Affordability Service of the New Jersey Housing and Mortgage Finance Agency, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Signed, sealed and delivered in the presence of or attested:

By: _____ seal]
Christine Patterson, owner

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Gloucester

I am either (check one) ✓ a Notary Public or ____ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 27th day of November, 2024, **Christine Patterson** appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is **$106,000.00**.

_____
Officer's signature: Sign above, and print stamp or type name below

Carolyn D. King
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires
December 22, 2024
#2069391

RTF-1 (Rev. 3/2/22)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY
} SS.
COUNTY Gloucester County Municipal Code 0802

MUNICIPALITY OF PROPERTY LOCATION Deptford

FOR RECORDER'S USE ONLY	
Consideration	$
RTF paid by seller	$
Date	By

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (*See Instructions #3 and #4 on reverse side*)

Deponent, Christine Patterson (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the Grantor (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated 11-8-2024 transferring real property identified as Block number 396 Lot number 32 located at 33 Dancy Avenue, Deptford Township (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 106,000.00 (*Instructions #1 and #5 on reverse side*) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) **REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:**
(See Instructions #5A and #7 on reverse side)
Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

$_____ ÷ _____% = $_____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE *(See Instruction #8 on reverse side)*
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE *(Instruction #9 on reverse side)*
NOTE: All boxes below apply to grantor(s) *only*. **ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED.** Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over. * *(Instruction #9 on reverse side for A or B)*
B. **BLIND PERSON** Grantor(s) ☐ legally blind or; *
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet **all of the following** criteria:
☐ Owned and occupied by grantor(s) at time of sale.
☐ One or two-family residential premises.
☐ Resident of State of New Jersey.
☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** *(Instruction #9 on reverse side)* **IF APPLIES ALL BOXES MUST BE CHECKED.**
■ Affordable according to H.U.D. standards.
■ Meets income requirements of region.
■ Reserved for occupancy.
■ Subject to resale controls.

(6) NEW CONSTRUCTION *(Instructions #2, #10 and #12 on reverse side)* **IF APPLIES ALL BOXES MUST BE CHECKED.**
☐ Entirely new improvement
☐ Not previously used for any purpose.
☐ Not previously occupied.
☐ **"NEW CONSTRUCTION"** printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES *(Instructions #5, #12, #14 on reverse side)* **IF APPLIES ALL BOXES MUST BE CHECKED.**
☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) INTERCOMPANY TRANSFER **IF APPLIES ALL BOXES MUST BE CHECKED.** *(Instruction #15 on reverse side)*
☐ Intercompany transfer between combined group members as part of the unitary business
☐ Combined group NU ID number **(Required)** _____

(9) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this day of , 20

Signature of Deponent

Grantor Name

Affidavit of Title

STATE OF NEW JERSEY } ss.
COUNTY OF GLOUCESTER

Christine Patterson, divorced says under oath:

1. **Representations.** If only one person signs this affidavit the words "we," "us" and "our" shall mean "I," "me" and "my." The statements in this affidavit are true to the best of our knowledge, information and belief.

2. **Name, Age and Residence.** We have never changed our names or used any other names. We are citizens of the United States and at least 18 years old. After today, we will live at ~~33 Darcy Avnenue, Sewell, NJ 08080~~ 331 Wilson Ave Camp PT 08069.

3. **Ownership and Possession.** We are the only owners of property located at 33 Dancy Avenue, Sewell, NJ 08080, called "this property."

We now sell this property to **Township of Deptford**, called the "Buyers."

We are in sole possession of this property. There are no tenants or other occupants of this property. We have owned this property since November 27, 2024. Since then, no one has questioned our ownership or right to possession. We have never owned any property which is next to this property. Except for our agreement with the Buyers, we have not signed any contracts to sell this property. We have not given anyone else any rights concerning the purpose or lease of this property.

4. **Improvements.** No additions, alterations or improvements are now being made or have been made to this property since 4 months last past. We have always obtained all necessary permits and certificates of occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefiting this property have been paid in full. No building, addition, extension or alteration on this property has been made or worked on within the past four months. We are not aware that anyone has filed or intends to file a mechanic's lien or building contract relating to this property. No one has notified us that money is due and owing for constructions, alteration or repair work on this property.

5. **Liens or Encumbrances.** We have not allowed any interests (legal rights) to be created which affect our ownership of use of this property. No other persons have legal rights in this property, except the rights of utility companies to use this property along the road or for the purpose of serving this property. There are no pending lawsuits or judgments against us or other legal obligations which may be enforced against this property. No bankruptcy or insolvency proceedings have been started by or against us. We have never been declared bankrupt. No one has any security interest in any personal property or fixtures on this property. All liens (legal claims, such as judgments) listed on the attached judgment or lien search are not against us, but against others with similar names.

6. **Marital History.** (check where appropriate)

[X] We are not married.
[ ] We are married to each other. We were married on _____.
The maiden name of _____ was _____.
[ ] We are a legal registered Domestic Partnership in _____.
[ ] This property has never been occupied as the principal matrimonial residence of any of us. (If it has, or if it was acquired before May 28, 1980, each spouse must sign the deed and affidavit N.J.S. 3B:28-2,3.)
[X] Our complete marital history is listed above.
[ ] Our complete marital history is listed below under paragraph number 7. This includes all marriages not listed above, and any pending matrimonial actions. We include how each marriage ended. We have attached copies of any death certificates and judgments for divorce or annulment including any provisions in these judgments which relate to this property.

7. **Exceptions and Additions.** The following is a complete list of exceptions and additions to the above statements. This includes all liens or mortgages which are not being paid off as a result of this sale, as well as marital information not particularly set forth in paragraph 6 above.

The undersigned hereby certifies that there are no recognizances filed against me or either principal or surety or against the property which is the subject of this transaction.

Deponents have reviewed the Charles Jones Judgment Search dated _____ and certify that the Judgments therein are not against them but against individuals of similar names.

8. **Child Support.**
[X] There are no outstanding child support orders or judgments against this deponent.
[ ] There is a child support order outstanding, Docket No. _____, against this deponent. All payments, however, are current as of this date.

9. **Reliance.** We make this affidavit in order to induce the Buyer to accept our deed. We are aware that the Buyer and its Mortgage Lender, if applicable, will rely on our truthfulness and the statements made in this affidavit.

Signed and sworn to before me on
November 27, 2024

Dominion

TITLE SERVICES/BRIDGETON, INC.

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. TYPE OF LOAN

1. ☐FHA 2. ☐FmHA 3. ☐Conv. Unins.
4. ☐VA 5. ☐Conv. Ins.

6. FILE NUMBER	7. LOAN NUMBER
D24322BR	

8. MORTGAGE INSURANCE CASE NUMBER

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.

TitleExpress Settlement System
Printed 11/26/2024 at 17:58 CK

D. NAME OF BUYER: Township of Deptford
ADDRESS: 1101 Cooper Street, Deptford, NJ 08096

E. NAME OF SELLER: Christine Patterson
ADDRESS: 33 Darcy Avnenue, Sewell, NJ 08080

F. NAME OF LENDER:
ADDRESS:

G. PROPERTY ADDRESS: 33 Dancy Avenue, Sewell, NJ 08080
Block 396, Lot 32, Township of Deptford

H. SETTLEMENT AGENT: Dominion Title Services, Inc.
PLACE OF SETTLEMENT: 55 East Commerce Street, Bridgeton, New Jersey 08302

I. SETTLEMENT DATE: 11/27/2024

J. SUMMARY OF BUYER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BUYER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	106,000.00	401. Contract sales price	106,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to buyer (line 1400)	1,312.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes 11/27/24 to 12/31/24	270.61	406. City/town taxes 11/27/24 to 12/31/24	270.61
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. Sewer 11/27/24 to 11/30/24	5.40	409. Sewer 11/27/24 to 11/30/24	5.40
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BUYER	107,588.01	420. GROSS AMOUNT DUE TO SELLER	106,276.01
200. AMOUNTS PAID BY OR ON BEHALF OF BUYER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loans		502. Settlement charges to seller (line 1400)	6,156.95
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff:0047170140/File #24-003 MIDFIRST BANK	41,190.60
205.		505.	
206.		506. Payoff of Third Mortgage Loan Gloucester County Department o	1,000.00
207.		507. Payoff:351-3787239 HUD	3,165.47
208.		508. Payoff DJ033819-24 Pressler, Felt & Warshaw, LLP	954.95
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213. Sewer 11/01/24 to 11/27/24	35.10	513. Sewer 11/01/24 to 11/27/24	35.10
214.		514.	
215.		515.	
216.		516.	
217.		517.	

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

File Number: D24322BR

TitleExpress Settlement System Printed 11/26/2024 at 17:58 CK

L. SETTLEMENT CHARGES		PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $106,000.00 =			
Division of commission (line 700) as follows:			
701. $	to		
702. $	to		
703. Commission paid at Settlement			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee %			
802. Loan Discount %			
803. Appraisal Fee			
804. Credit Report			
805. Lender's Inspection Fee			
806. Mortgage Application Fee			
807. Assumption Fee			
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From	to @$ /day		
902. Mortgage Insurance Premium for	to		
903. Hazard Insurance Premium for	to		
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER FOR			
1001. Hazard Insurance	mo. @ $ /mo		
1002. Mortgage Insurance	mo. @ $ /mo		
1003. City Property Tax	mo. @ $ 237.11 /mo		
1004. County Property Tax	mo. @ $ /mo		
1005. Annual Assessments	mo. @ $ /mo		
1009. Aggregate Analysis Adjustment		0.00	0.00
1100. TITLE CHARGES			
1101. Settlement or closing fee	to Dominion Title Services/Bridgeton, Inc.	200.00	200.00
1102. Abstract or title search			
1103. Title examination			
1104. Title insurance binder			
1105. Document Preparation			
1106. Notary Fees	to Dominion Title Services/Bridgeton, Inc.		15.00
1107. Attorney's fees			
(includes above items No:)			
1108. Title Insurance	to Dominion Title Services/Bridgeton, Inc.	942.00	
(includes above items No:)			
1109. Lender's Policy			
1110. Owner's Policy	106,000.00 - 551.00		
1111.			
1112.			
1113. Wire/Deliver Payoffs	to Dominion Title Services/Bridgeton, Inc.		125.00
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees Deed $ 90.00	; Mortgage $ 80.00 ; Release $	170.00	
1202.	Deed $; Mortgage $		
1203. Recording Fees Deed $	; Mortgage $; Release $ 150.00		150.00
1204.	Deed $; Mortgage $		
1205. Cancel Tax Lien	to Dominion Title Services/Bridgeton, Inc.		60.00
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey			
1302. Termite Cert			
1303. Current Sewer	to Deptford Township MUA		982.59
1304. Taxes 4th 1/4 2024	to Township of Deptford Tax Collector (P.O.C.) 711.32 Seller		
1305. Lien #23-00177	to Deptford Township		444.36
1306. ESCROW - Final Reading	to Deptford Township		1,000.00
1307. Administrative HAS fee	to NJHMFA		3,180.00
1400. TOTAL SETTLEMENT CHARGES			

New Jersey Housing and Mortgage Finance Agency
Housing Affordability Service
637 South Clinton Avenue
P.O. Box 18550
Trenton, NJ 08650-2085

CERTIFICATE FOR APPLICANTS CERTIFIED TO OWNERSHIP UNIT,
REQUIRED BY SECTION 5:80-26.18(c)(2)

CERTIFICATE FOR APPLICANT CERTIFIED TO AN OWNERSHIP UNIT SUBJECT TO AFFORDABLE HOUSING RESTRICTIONS

My name is **Township of Deptford, a public body corporate and politic of the State of New Jersey** and I am making this certificate in connection with my certification to purchase **33 Dancy Avenue, Deptford, NJ 08080**, a home provided under the New Jersey Affordable Housing Program.

I am aware, as the purchaser of an Affordable Home, that from this date until the expiration date, which will be determined by the municipality, I have to follow the rules and requirements that are listed below:

1. I may only sell my home to a person or a family who is part of the Affordable Housing Program, and who has been certified, like I have been, in writing by NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY, HOUSING AFFORDABILITY SERVICE (Administrative Agent).

2. The price for which I can sell my house is limited by law, and may be much less than the sale prices of other homes similar to mine, but which are not part of the Affordable Housing Program.

3. I cannot take out any loans of any kind secured by my house (a "mortgage loan") unless my plan to get the loan are approved by NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY, HOUSING AFFORDABILITY SERVICE (Administrative Agent) before I sign any loan papers. The total amount of mortgage loans I am allowed to have is limited by law.

4. I know that I am required to live in my house, and that I cannot rent it out to any other person, not even to members of my family. If I have a temporary need to move away that is not my fault, such as if my employer is temporarily sending me to a workplace a great distance from my home, or if I am being called up for military service, I should call NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY, HOUSING AFFORDABILITY SERVICE 609-278-7400 (Administrative Agent name and phone number) and ask for a "temporary waiver" of this rule. It is up to NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY, HOUSING AFFORDABILITY SERVICE (Administrative Agent) whether I get a temporary waiver.

5. If my home is a two-family home, I know that I am allowed to rent the rental apartment in my home only to a person or to a family who is part of the Affordable Housing Program,

calling NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY, HOUSING AFFORDABILITY SERVICE 609-278-7400 (Administrative Agent name and phone number).

7. I know that I am required to send copies of all leases with my tenants to NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY, HOUSING AFFORDABILITY SERVICE (Administrative Agent).

8. I know that I am not allowed to make any improvements to my home unless they have been approved in writing by NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY, HOUSING AFFORDABILITY SERVICE (Administrative Agent).

9. Finally, I know that if I break any of these rules, I will be breaking the law, and that I will be subject to penalties provided by law, including having to pay fines and possibly losing my home.

Thomas Newman, Jr.
Township Manager, Deptford Township

BE IT REMEMBERED, that on this the **November 27, 2024** the signer of this Certificate**Thomas Newman, Jr., Township Manager of the Township of Deptford** appearedpersonally before me and who, being duly sworn by me, deposed and made proof to mysatisfaction (i) that he/she is the Purchaser of the Affordable home that is identified as saidPurchaser in the foregoing Certificate, and (ii) and that he/she has executed said Certificatewith respect to the purchase of the property described in the Certificate and for the purposesdescribed and set forth therein.

Sworn to and subscribed before me, November 27 2024 on the date set forth above.

NOTARY PUBLIC

Carolyn D. King
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires
December 22, 2024
#2069391

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
Housing Affordability Service
637 South Clinton Avenue
P.O. Box 18550
Trenton, NJ 08650-2085

MORTGAGE SECURING PAYMENT OF
RECAPTURE NOTE IN FAVOR OF THE MUNICIPALITY,
REQUIRED BY SECTION 5:80-26.5(c)

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

State of New Jersey
Department of Community Affairs
New Jersey Housing and Mortgage Finance Agency, Housing Affordability Service
Deptford Township

Affordable Housing Program

Repayment Mortgage

To Secure Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS MORTGAGE, made on this **November 27, 2024** by and between **Township of Deptford, a public body corporate and politic of the State of New Jersey,** (the "OWNER") and **Deptford Township, 1011 Cooper Street, Deptford, NJ 08096,** (the "Municipality"), in connection withthe 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 27, 2024**. The Owner promises to pay to the Municipality 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 **Eighty Two Thousand Dollars 00/00, ($82,000.00)** pursuant to N.J.A.C. 5:80-26.5(c) to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of **Deptford Township** in

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the State, gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*).

The rights given to the Municipality are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Owner and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;

2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;

3. The Owner fails to make any payment required by the Note;

4. The holder of any lien on the Property starts foreclosure proceedings; or

5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7. NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price that would be applicable were the Control Period still in effect.

Article 11. SUBSEQUENT OWNERS

This Mortgage shall not be released, with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

Article 12. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq..

Article 13. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

Article 14. ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the State.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

ATTEST:

_____

By: _____
Thomas Newman, Jr.
Township Manager, Deptford Township

STATE OF NEW JERSEY)

) ss:

COUNTY OF Gloucester)

BE IT REMEMBERED, that on this the 27th day of November, 2024 the subscriber **Thomas Newman, Jr, Township Manager of the Township of Deptford** appeared personally before me *(If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons)* and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
HOUSING AFFORDABILITY SERVICE
637 South Clinton Avenue
P.O. Box 18550
Trenton, NJ 08650-2085

RECAPTURE MORTGAGE NOTE IN FAVOR OF MUNICIPALITY, REQUIRED BY SECTION 5:80-26.5(c)

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

State of New Jersey
Department of Community Affairs
Housing and Mortgage Finance Agency
Deptford Township

Recapture Mortgage Note
In Connection With Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS NOTE is dated as of **November 27, 2024**. For value received **Township of Deptford, apublic body corporate and politic of the State of New Jersey** (referred to "Owner") promises to pay to **Deptford Township, 1011 Cooper Street, Deptford, NJ 08096**, (the "Municipality"), the amounts specified in this Note and promises to abide by the terms contained below.

Article 1. REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Owner is giving the Municipality a "Repayment Mortgage To Secure Payment of Amounts Due Upon First Non-Exempt Sale After Expiration of Control Period" (the "MORTGAGE"), dated **November 27, 2024**, of the property described below (the "PROPERTY").The Mortgage covers real estate owned by the Owner. The Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price (MRP) that would be applicable were the Control Period still in effect, as those terms are defined in Article 2of the Mortgage.

Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS

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 Eighty-Two Thousand Dollars, **($82,000.00)** pursuant to N.J.A.C. 5:80-26.5(c) to the Municipality. The obligation evidenced by this note shall not accrue interest

Article 3. PROPERTY DESCRIPTION

Article 4. WAIVER OF FORMAL ACTS

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

Article 5. RESPONSIBILITY UNDER NOTE

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

The Owner agrees to the terms of this Note by signing below.

ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated: 11/27/24

ATTEST:

By:
Thomas Newman, Jr.
Township Manager, Deptford Township

STATE OF NEW JERSEY)
) ss.:
COUNTY OF Gloucester)

On this the 27th day of November, 2024 before me came **Thomas Newman, Jr. Township Manager of the Township of Deptford**, who acknowledges and makes proof to my satisfaction that he/she is the Owner named within this Note, and that he/she has executed said Note for the purposes set forth therein, sworn to and subscribed by him/her in my presence on this date.

Sworn to and subscribed before me this the 27th day of November, 2024

A Notary Public/Attorney of the State of New Jersey

GIT/REP-3
(8-24)
(Print or Type)

State of New Jersey
Seller's Residency Certification/Exemption

Seller's Information

Name(s)
CHRISTINE PATTERSON

Current Street Address

City, Town, Post Office | State | ZIP Code

Property Information

Block(s)	Lot(s)	Qualifier
396	32	

Street Address
33 DANCY AVENUE

City, Town, Post Office	State	ZIP Code
SEWELL	NJ	08080

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100	$106,000.00	$106,000.00	11/27/2024

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☑ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. ☐ The total consideration for the property is $1,000 or less so the seller is not required to make an estimated Income Tax payment.
7a. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE CODE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain. See instructions.
7b. ☐ Seller **only** received like-kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

11-27-24 | Christine Patterson | Seller

Date | Signature (Seller) | Indicate if Power of Attorney or Attorney in Fact

Date | Signature (Seller) | Indicate if Power of Attorney or Attorney in Fact

Memo from the desk of _____

69749

TOWNSHIP OF DEPTFORD
CURRENT FUND ACCOUNT

REFERENCE/DESCRIPTION	NET AMOUNT
endor: DOMIN005 Dominion Title Services PO: 24-03345 DESC: Purch 33 Dancy Ave B396 L32	110,000.00

Check Date: 11/05/24 Check Amount: $****110,000.00

TACH BEFORE DEPOSITING

TOWNSHIP OF DEPTFORD
CURRENT FUND ACCOUNT
1011 COOPER ST.
DEPTFORD, NJ 08096

COLUMBIA BANK
14
DEPTFORD, NJ 08096
24 HOUR INFORMATION SERVICE
1-800-522-4167
55-7193/2212

69749

DATE
11/05/24

69749

AMOUNT
$****110,000.00

One Hundred Ten Thousand AND 00/100 Dollars

TO THE ORDER OF
Dominion Title Services
55 East Commerce St.
Bridgeton, NJ 08302

Thomas E Neuman Jr.
Kimberly A Hagen

AUTHORIZED SIGNATURE

⑈069749⑈ ⑆221271935⑆ ⑈02⑈480591 7⑈

Record 2

DB3110-P165

State of New Jersey
Council On Affordable Housing
New Jersey Department of Community Affairs

101845

AFFORDABLE HOUSING AGREEMENT
Contains Deed Restrictions

TO BE RECORDED IN DEED BOOK

Prepared by: Tonya Dorsey
TONYA DORSEY, New Jersey Dept. of Community Affairs

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Pursuant to the transfer of ownership of an affordable housing unit for the price of $ 57,500, this AGREEMENT is entered into on this 28th day of APRIL, 2000 between CHRISTINE PATTERSON owner of the properties designated in **Section II PROPERTY DESCRIPTION**, hereafter "OWNER", and **New Jersey Department of Community Affairs**, hereafter "AUTHORITY", which Authority is an instrumentality of SEWELL (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** APRIL 25, 2000 **and ending at the first non-exempt transfer of title after** APRIL 25, 2020 **unless extended by municipal resolution as described in Section III TERM 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 to ensure that the described housing units(unit) remain(s) affordable to low and moderate income eligible households for that period of time described in **Section III TERM OF RESTRICTION.**

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by P. L. 1983, c.530 (N.J.S.A. 55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Purchase Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority at a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by Council.

"Low Income Household" shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the Index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block 396 Lot 32 Municipality Deptford Twp.

County Gloucester # of Bedrooms 3

Complete Street Address & Unit # 33 Dancy Avenue

City Sewell State NJ Zip 08080

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L. 1978, L.14 (N.J.S.A. 52:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:93-5.3(b); or at the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or
2. The date upon which the event set forth in **Section IX FORECLOSURE** herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:93-9. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified heretofore in **Section III TERM OF RESTRICTION** shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Lien for a period of up to thirty (30) years.

2. Alternately, the Owner may also elect to sell to any purchaser at a fair market price. In this event, the Owner shall be obligated to pay the municipality 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified heretofore in **Section III TERM OF RESTRICTION.**

3. If the Owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell, the option to buy shall be restored to the municipality and subsequently to the Department, the Agency or a Non-Profit approved by the Council. The Owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The Affordable Housing unit shall be sold in accordance with all rules, regulations, and requirements duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), the intent of which is to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than the closing date of the initial sale.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II **PROPERTY DESCRIPTION and/or Exhibit A** of the Agreement and an ending date to be imposed on the unit as described in **Section III TERM OF RESTRICTION** of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the Owner and the municipality wherein the unit(s) is(are) located at the time of closing and transfer of title to any purchaser of an Affordable Housing Unit. The Repayment Mortgage shall provide for the repayment of 95% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in **Section III TERM OF RESTRICTION**. The Repayment Mortgage shall be recorded with the records office of the County in which the unit is located.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT which is on file in the Office of the Clerk of GLOUCESTER **County and is also on file with the Authority".**

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as a Low or Moderate income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.

F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.

G. If the Authority does not refer an eligible household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was initially restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

I. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.

L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at a negotiated price not to exceed the maximum Resale sales price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

At the address of the property stated in **Section II PROPERTY DESCRIPTION** hereof.

To the Authority:

At the address stated below:

Attention: DEPT OF COMMUNITY AFFAIRS
HAS (FORMERLY AHMS)
P.O. BOX 806
TRENTON, N.J. 08625-0806

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

A. The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in **Section III, Paragraph C, TERM OF RESTRICTION.** Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

XIX. ACKNOWLEDGEMENT

A. Owner acknowledges receipt of a true copy of this Agreement at no charge.

Dated: April 28, 2002

By: Christine Patterson
Signature (Owner)

Christine Patterson

Signature (Co-Owner)

B05848
CHARGE. RECORD. RETURN TO
PILGRIM TITLE AGENCY,
34 S. BROAD STREET
WOODBURY, NJ 08096

STATE OF NEW JERSEY)
)ss
COUNTY OF Gloucester)

BE IT REMEMBERED, that on this 28 day of April 2002, before me, the subscriber, A Notary Public of N.J. personally appeared Christine Patterson 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.

Dolores White

DOLORES WHITE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jun. 8, 2003

Att: Tonya Drury
Mgr. of Community Affairs

DB3110-P170

RECORDED
GLOUCESTER COUNTY

00 13214

00 MAY -3 PM 3:10

25.00

Pilgrim
34 S. Broad
Woodbury NJ

Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey

Municipality: Deptford Township | County: Gloucester

Sponsor: N/A | Developer: The Devereux Foundation

Block: 386 Lot: 51.02 | Street Address: 954 Chestnut Ave

Facility Name: Chestnut - License #GH693

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project : N/A

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____ Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Amount $_____ Program_____
- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households	_____
Low-income clients/households	_____
Moderate-income clients/households	_____
Market-income clients/households	_____

Section 4: For permanent supportive housing: N/A

Total # of units _____, including:

# of very low-income units	_____
# of low-income units	_____
# of moderate-income units	_____
# of market-income units	_____

Section 5: OWNED BY DEVEREUX

Length of Controls: _____ years

Effective Date of Controls: _____

Expiration Date of Controls: _____

Average Length of Stay: _____ months (transitional facilities only)

Section 6:

- ■ CO Date: 1997

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☐ Other _____

Initial License Date: 1/1/1997 *Note: Estimated date Renews Annually*

Current License Date: _____

Section 7:

Has the project received project-based rental assistance? ☐ Yes ☑ No; Length of commitment: _____years

Other operating subsidy sources: _____; Length of commitment: _____years

Is the subsidy renewable? ☐ Yes ☐ No

Section 8: The following verification is attached:

- ☑ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ☐ No

Population Served (describe): Individuals with Developmental Disabilities

Age-restricted? ☐ Yes ☑ No

Accessible (in accordance with NJ Barrier Free Subcode)? ☐ Yes ☑ No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☑ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's xecutive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Renee' Mariano, Director of Facilities, The Devereux Foundation NJ — 8/9/2021

Project Administrator — Date

Certified by: _____ _____

Municipal Housing Liaison — Date

103—DEED - BARGAIN AND SALE (Covenant as to Grantor's Acts) IND. TO IND. OR CORP. – Plain Language (Rev. June 1992)

DB2769 - P135

D RVS –2

Copyright© 1982 by ALL-STATE LEGAL SUPPLY CO. One Commerce Drive, Cranford, N.J. 07016

DEED

Prepared by: (Print signer's name below signature)
William J. Golden
WILLIAM J. GOLDEN, ESQUIRE

This Deed is made on MAY 29, 1997,

BETWEEN ANTHONY N. COLOFRANSON, JR. and SPOUSE, if any,

whose address is

referred to as the Grantor.

AND THE DEVEREUX FOUNDATION

whose post office address is 390 E. Boot Rd., West Chester, Pa. 19380
referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE HUNDRED FORTY-FOUR THOUSAND DOLLARS ($144,000.00)

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Township of Deptford
Block No. 386 Lot No. 51.02 Account No.
☐ No property tax identification number is available on the date of this Deed. (Check box if applicable).

Property. The property consists of the land and all the buildings and structures on the land in the Township of Deptford
County of Gloucester and State of New Jersey. The legal description is:

BEGINNING at a point in the Southeasterly line of Chestnut Avenue (50 feet wide) being the following two courses from the intersection of the Southwesterly line of Pennsylvania Avenue (50 feet wide) with the Southeasterly line of Chestnut Avenue; thence

(i) South 54 degrees 12 minutes 51 seconds West along the Southeasterly line of Chestnut Avenue 469.61 feet to an angle point; thence

(ii) South 26 degrees 03 minutes 24 seconds West still along same 300.76 feet to the point of BEGINNING; thence

(1) South 63 degrees 30 minutes 28 seconds East, 510.69 feet to a point; thence

(2) South 35 degrees 59 minutes 57 seconds East, 173.20 feet to a point; thence

(3) North 63 degrees 30 minutes 28 seconds West along the proposed subdivision line, 663.70 feet to a point in the Southeasterly line of Chestnut Avenue; thence

(4) North 26 degrees 03 minutes 24 seconds East along the Southeasterly line of Chestnut Avenue 80.00 feet to a point and place of BEGINNING.

BEING Lot 51.02, Block 386 on the Tax Map.

BEING the same lands and premises which became vested in Anthony N. Colofranson, Jr. by Deed from Frank S. Nestore, singleman, dated August 29, 1996, recorded September 6, 1996, in Deed Book 2687, page 79.

Consideration : $ 144000.00 Exempt Code: D

County	State	M.P.M.R.F	Total
144.00	0.00	72.00	216.00

diane Date: 06/04/1997

DB2769 - P 136

NC1645 - Affidavit of Consideration
RTF-1 (Rev. 1/1/86)
6/96

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
or
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

ALL-STATE LEGAL, A Division of ALL-STATE® International, Inc. 908-272-0800

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by P.L. 1985, N.J.S.A. 46:15-5 et seq.

Consideration : $ 144000.00 Exempt Code: D

County	State	R.P.R.R.F	Total
144.00	0.00	72.00	216.00

diane Date: 06/04/1997

STATE OF NEW JERSEY
COUNTY OF GLOUCESTER SS.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side.)

Deponent NANCY DE BROSSE (Name), being duly sworn according to law upon his/her oath deposes and says that he/she is the TITLE CO. REPRESENTATIVE (State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

in a deed dated 5/29/97, transferring real property identified as Block No. 386 Lot No. 51.02 located at 954 CHESTNUT AVE., DEPTFORD TWP, NJ (Street Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is $

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

(4) PARTIAL EXEMPTION FROM FEE *NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)*

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P. L. 1975 for the following reason(s):

a) **SENIOR CITIZEN** (See Instruction #8.)
- ☐ Grantor(s) 62 yrs. of age or over. *
- ☐ One or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ No joint owners other than spouse or other qualified exempt owners.

b) **BLIND** (See Instruction #8.)
- ☐ Grantor(s) legally blind. *
- ☐ One or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)
- ☐ Grantor(s) permanently and totally disabled. *
- ☐ One- or two-family residential premises.
- ☐ Receiving disability payments.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ Not gainfully employed.
- ☐ No joint owners other than spouse or other qualified exempt owners.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) **LOW AND MODERATE INCOME HOUSING** (See Instruction #8.)
- ☐ Affordable According to HUD Standards.
- ☐ Meets Income Requirements of Region.
- ☐ Reserved for Occupancy.
- ☐ Subject to Resale Controls.

d) **NEW CONSTRUCTION** (See Instruction #9.)
- ☒ Entirely new improvement.
- ☒ Not previously used for any purpose.
- ☒ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and sworn to before me this 21 day of MAY, 1997

JULIANE BRUYNELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 28, 1999

Nancy De Brosse
Name of Deponent (sign above line)
c/o CONGRESS TITLE
57 EUCLID, WOODBURY NJ
Address of Deponent

ANTHONY W. COLOFRANSON JR
Name of Grantor (type above line)
144 BROADWAY WESTVILLE NJ
954 CHESTNUT AVE DEPTFORD
Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This format is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

ORIGINAL - White Copy To be retained by County.
DUPLICATE - Yellow Copy To be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 8.12).
TRIPLICATE - Pink Copy Is your file copy.

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

INSTRUCTIONS

1. STATEMENT OF CONSIDERATION AND PAYMENT OF REALTY TRANSFER FEE ARE PREREQUISITES FOR RECORDING OF DEED

No county recording officer shall record any deed evidencing transfer of title to real property unless (a) the consideration therefor is recited therein and in the acknowledgment or proof of the execution thereof, or (b) an Affidavit by one or more of the parties named therein or by their legal representatives declaring the consideration therefor is annexed thereto for recording with the deed, and (c) a fee at the rate of $1.75 for each $500.00 of consideration or fractional part thereof (which fee shall be in addition to the recording fees imposed by P. L. 1965, Chapter 123, Section 2 (C. 22A:4-4.1)) shall be paid to the county recording officer at the time the deed is offered for recording. An additional fee at the rate of $.75 for each $500 of consideration or fractional part thereof in excess of $150,000.00 of consideration shall be paid to the county recording officer.

2. WHEN AFFIDAVIT MUST BE ANNEXED TO DEED

(a) This affidavit must be annexed to and recorded with the deed in the event that the full consideration is not recited in both the deed and in the acknowledgment or proof of the execution thereof.

(b) This affidavit must also be annexed to and recorded with the deed where exemption from the fee is claimed but the reason for claiming the exemption is not clearly stated in the deed.

(c) Any claim for exemption from the increased fee must be supported by this affidavit and attached to the deed at the time of recording, in addition to any statement otherwise required by the law with respect to consideration.

3. LEGAL REPRESENTATIVE

"Legal Representative" is to be interpreted broadly to include any person actively and responsibly participating in the transaction, such as but not limited to: an attorney representing one of the parties; a closing officer of a title company or lending institution participating in the transaction; a holder of power of attorney from grantor or grantee.

4. OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE

Where a deponent is an officer of corporate grantor or grantee, the name of the corporation and the officer's title must be stated.

5. OFFICER OF TITLE COMPANY OR LENDING INSTITUTION

Where a deponent is a closing officer of a title company or lending institution participating in the transaction, the name of the company or institution and the officer's title must be stated.

6. CONSIDERATION

"Consideration" means in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied, or removed in connection with the transfer of title. (P.L. 1968, c. 49, Sec. 1 as amended.)

7. EXEMPTIONS FROM THE FEE

The fee imposed by this Act shall not apply to a deed:

(a) For a consideration of less than $100.00;
(b) By or to the United States of America, this State, or any instrumentality, agency or subdivision thereof;
(c) Solely in order to provide or release security for a debt or obligation;
(d) Which confirms or corrects a deed previously recorded;
(e) On a sale for delinquent taxes or assessments;
(f) On partition;
(g) By a receiver, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors;
(h) Eligible to be recorded as an "ancient deed" pursuant to R.S. 46:16-7;
(i) Acknowledged or proved on or before July 3, 1968;
(j) Between husband and wife, or parent and child;
(k) Conveying a cemetery lot or plot;
(l) In specific performance of a final judgment;
(m) Releasing a right of reversion;
(n) Previously recorded in another county and full realty transfer fee paid or accounted for as evidenced by written instrument, attested to by the grantee and acknowledged by the county recording officer of the county of such prior recording, specifying the county, book, page, date of prior recording, and amount of realty transfer fee previously paid.
(o) By an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
(p) Recorded within 90 days following the entry of a divorce decree which dissolves the marriage between the grantor and grantee.

8. EXEMPTION FROM INCREASED FEE (P.L. 1975, c. 176, Section 4 as amended.)

The following transfers of title to real property shall be exempt from payment of $1.25 of the fee for each $500.00 of consideration or fractional part thereof: 1, The sale of any one- or two-family residential premises which are owned and occupied by a senior citizen, blind person, or disabled person who is the seller in such transaction; provided, however, that except in the instance of a husband and wife no exemption shall be allowed if the property being sold is jointly owned and one or more of the owners is not a senior citizen, blind person, or disabled person; 2, The sale of Low and Moderate Income Housing conforming to the requirements as established by this Act.

For the purposes of this Act, the following definitions shall apply:

"Blind person" means a person whose vision in his better eye with proper correction does not exceed 20/200 as measured by the Snellen chart or a person who has a field defect in his better eye with proper correction in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater than 20°.

"Disabled person" means any resident of this State who is permanently and totally disabled, unable to engage in gainful employment, and receiving disability benefits or any other compensation under any Federal or State law.

"Senior citizen" means any resident of this State of the age of 62 years or over.

"Low and Moderate Income Housing" means any residential premises, or part thereof, affordable according to Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross income equal to 80% or less of the median gross household income for households of the same size within the housing region in which the housing is located, but shall include only those residential premises subject to resale controls pursuant to contractual guarantees.

9. Transfer of title to real property upon which there is "new construction" shall be exempt from payment of $1.00 of the $1.75 fee for each $500 of consideration or fractional part thereof not in excess of $150,000.00.

For the purposes of this Act, the following definition shall apply:

"New construction" means any conveyance or transfer of property upon which there is an entirely new improvement not previously occupied or used for any purpose.

10. "REALTY TRANSFER FEE" IS A FEE IN ADDITION TO OTHER RECORDING FEES

The fee imposed under P.L. 1968, c. 49, as amended, is in addition to the usual recording fees imposed under P.L. 1965, c. 123, Sec. 2 (C. 22A:4-4.1.). The realty transfer fee is imposed upon grantors at the rate of $1.75 for each $500.00 of consideration or fractional part thereof, with an additional fee of $.75 for each $500.00 of consideration in excess of $150,000.00. The fee is required to be collected by the county recording officer at the time the deed is offered for recording.

11. PENALTY FOR WILLFUL FALSIFICATION OF CONSIDERATION

Any person who shall willfully falsify the consideration recited in a deed or in the proof or acknowledgment of the execution of a deed or in the Affidavit declaring the consideration thereof annexed to a deed shall be adjudged a disorderly person (P.L. 1968, c. 49, Section 5).

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

_____ _____ (Seal)
ANTHONY N. COLOFRANSON, JR.

_____ _____ (Seal)

STATE OF NEW JERSEY, COUNTY OF Gloucester SS.:
I CERTIFY that on May 24, 1997,

Anthony N. Colofranson, Jr. and spouse, if any,
personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached deed;
(b) executed this deed as his or her own act; and,

(c) made this Deed for $ 144,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Nancy A Bross
(Print name and title below signature)

NANCY DEBROSSE
Notary Public of New Jersey
My Commission Expires June 23, 2000

Doc #2

DEPARTMENT OF HUMAN SERVICES Chestnut

DIVISION OF DEVELOPMENTAL DISABILITIES

Agency funded

INTEROFFICE MEMORANDUM

Date; April 29, 2008

To: Faiz Ali, Administrative Analyst I

From: Thomas J. Cody, Jr., Administrative Analyst I

Re: DDD Community Capital Renovation Project Payment Request – Funded from the FY 2007 Funds

The DDD Housing and New Resources Unit is submitting the following community renovation project for funding:

- *DEVEREUX, Inc. – GH0693 - $27,726.00*

Attached is the material necessary for you to process the payment for this project. This material consists of the following:

- *Capital Funding Agreement*
- *Budget Form 1 and*
- *Invoices signed and completed by provider agency for the 100% payment at this time.*

Thank you for your assistance and cooperation in this matter.

Any questions please contact me at 609-631-6512.

Attachments

Cc: Thomas Kuchler
~~*Racheuel Clark*~~

MAY 06 2008

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES

ANNEX A – PROJECT SUMMARY

1. This Agreement commences on 4/29/08 and expires on 4/28/2028

2 Legal Name of Agency

Devereux Foundation

3. Agency Address (Including P.O Box, City, State, Zip Code, County).

286 Mantua Grove Rd , Bldg # 4
Paulsboro, New Jersey 08066
Gloucester County

4. Date of Agency Incorporation: January 3, 1938

5. Federal I.D. Number: 23-1390618

6. Project Location (Street, Address, City, State, County):

[redacted] GH693

7 Project Scope:

_____ Purchase
__X__ Renovation
_____ New Construction
_____ Land
_____ Expansion of Existing Facility
_____ Equipment
_____ Existing Building(s)

8. The Project Period Commences on and expires on _____

9. Project Director:

Name: Michael Wilder
Address: 286 Mantua Grove Rd Bldg #4
Paulsboro, New Jersey 08066
Phone. (856) 599-6412

10. Agency Officer authorized to sign this and other documents:

Name: Carole Cirucci
Address: 286 Mantua Grove Rd Bldg #4
Paulsboro, New Jersey 08066
Phone: (856) 599-6429

11. Person to who notices shall be directed:
a) Agency

Name Michael Wilder
Address 286 Mantua Grove Rd Bldg #4
Bridgeton, New Jersey 08302

Phone (856) 599-6412

b) Department

Name: Rachquel Clark, PDS
Address: 2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, New Jersey 08043
(856) 770-5939

954 Chestnut Ave
(Block 386, lot [illegible])

ANNEX B: PROJECT BUDGET

1. Legal Name of Agency: Devereux Foundation

2. Project Location (Street Address, City, and State).

3. Name and Address of Contractor:

Oakland Remodeling Co
3140 Vine Road
Vineland, NJ 08360

4. Project Total $ 27,726.00 Agreement Ceiling: $ 27,726.00

5. Scope of Work Covered by Agreement: (Attach copies of the bids)

see attached list with copy of bids

PROMISSORY NOTE

$ 27,726.00 March 17, 2008

In accordance with the terms of a Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated 1/18/2002

Devereux Foundation

promises to pay on demand to the order of the STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES: Twenty-seven Thousand, Seven Hunderd & Twenty-Six ($ 27,726.00) dollars, payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625.

BY. _____ L.S.
Authorized Agency Representative

NAME Robert C Dunne Jr. A.G.I.C.

TITLE: Sr VP - CFO

AGENCY Devereux Foundation

ADDRESS: 444 Devereux Drive

Villanova, PA 19085

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Faith Johnson, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Aug. 5, 2010
Member, Pennsylvania Association of Notaries

Notarized by: Faith Johnson

Date: 3.24.08

STATE OF NEW JERSEY
PAYMENT VOUCHER

(VENDOR INVOICE)

PO# PV

DOCUMENT: TC AGY NUMBER TC AGY NUMBER | BATCH | ACTG. PER. | FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	(C) TOTAL AMOUNT
			[redacted]	$24,953.00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
2012 Renaissance Blvd.
King of Prussia, PA 19406

(E) SEND COMPLETED FORM TO:

DHS/DDD
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, NJ 08043
Attn: Rachquel Clark, Program Developer

(F) PAYEE DECLARATIONS

CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ Carole Cuccia PAYEE SIGNATURE

Finance Director PAYEE TITLE

3/31/08 BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					BM2007
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	90% Major Maintenance [redacted]				24953
				TOTAL	

CERTIFICATION BY RECEIVING AGENCY I certify that the above articles have been received or services rendered as stated hereon.

Signature

Title 4/29/08 Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved

Authorized Signature

Title Date

MAY 06 2008

MAY 06 2008

E:\FORMS\PAYMENT VOUCHER2.DOT

STATE OF NEW JERSEY
PAYMENT VOUCHER
(VENDOR INVOICE)

PO# PV

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG. PER.	FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	(C) TOTAL AMOUNT
			[redacted]	$2,773.00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
2012 Renaissance Blvd.
King of Prussia, PA 19406

(E) SEND COMPLETED FORM TO:

DHS/DDD
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, NJ 08043
Attn: Rachquel Clark, Program Developer

(F) PAYEE DECLARATIONS

CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ Carla Cruce
PAYEE SIGNATURE
Finance Director
PAYEE TITLE
3/31/08
BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	10% Major Maintenance [redacted]				2773
				TOTAL	

CERTIFICATION BY RECEIVING AGENCY I certify that the above articles have been received or services rendered as stated herein.

Signature

Title Date

CERTIFICATION BY APPROVAL OFFICER. I certify that this Payment Voucher is correct and just, and payment is approved.

Authorized Signature

Title Date

MAY 06 2008

E:\FORMS\PAYMENT VOUCHER2.DOT

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES
EXPENDITURE APPROVAL REQUEST

Region: SRO
Number: 730248

Agency: Devereux
Contract #: 51ZX8S
Program Address: [redacted]
Program #: GH693
Service Code: GHSN
Contract Administrator: Jason Wurst

CHECK ALL CATEGORIES THAT ARE APPLICABLE		CURRENT FISCAL YEAR REQUESTED $ AMT.
	NEW PROGRAM/CONTRACT	
	EXPAND EXISTING PROGRAM	
	START-UP/EQUIPMENT	
	DEVELOPMENT COSTS	
	CHANGE IN PAYMENT RATE	
	CHANGE IN LEVEL OF SERVICE	
	CHANGE IN STAFFING/SALARY	
	CHANGE IN NON-SALARY	
X	OTHER	27,726
	TOTAL ANTICIPATED EXPENDITURE:	$27,726
	REQUESTED CHANGE	$27,726

Proposed Service Start Date:

	CURRENT FY	ANNUALIZED COST
COST ESTIMATE	$27,726	

IDENTIFY PERSON(S), DOB AND MIS #

JUSTIFICATION FOR REQUESTED FUNDS
CHECK HERE IF EMERGENCY ☐
Request $27,726 to replacing all flooring throughout the home with Mannington Assurance Commerical vinyl flooring as a high prority repair. Additionally, the bathroom ceramic flooring has to be replaced after the sub-flooring under it was found to be heavily rotten due to an improper pitch that cause water to leak through the flooring. In both cases, the agency secured three bids from Contractors registerated with DCA and the lowest bidder was used.

FUNDING SOURCE: (ALL CHANGES) major maintenance FY07 APH096

Requested by/ Position: Rachquel Clark, PDS-1 Date 4/14/2008 RC
Regional Administrator: Date
Contract Supervisor Date 4/25/08

APPROVALS:
RAD Date
Assitant Commision (>$100,000 and/or POC) Date
Budget Office Date 4/25/08

FORM BUDGET-1 (November 2007)

STATE OF NEW JERSEY – DEPARTMENT OF HUMAN SERVICES
STANDARD LANGUAGE
CAPITAL FUNDING AGREEMENT FOR RENOVATION, REMODELING, EXTENSION OR OTHER IMPROVEMENTS TO AGENCY-OWNED OR LEASED COMMUNITY FACILITIES

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Division	2
Facility	2
Note	2
Notice	2
Project	2
Project Expenditures	3
Project Period	3
State	3
Total Project Cost	3

II BASIC OBLIGATIONS OF THE DEPARTMENT

2.01	Payment	3
2.02	Inspection and Monitoring	3
2.03	Referenced Materials	3

III BASIC OBLIGATIONS OF THE AGENCY

3.01	Project Implementation and Completion	3
3.02	Expenditure of Agreement Funds	4
3.03	Promissory Note	4
3.04	Matching Funds	4
3.05	Facility Restrictions	4
3.06	Project Director	4
3.07	Documents and Information	4
3.08	Compliance with Laws	4

IV SERVICE CONTRACT 5

AGREEMENT SIGNATURES AND DATE

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement as set forth in Article I through Article X above.

By:_____
Director, Div. of Developmental Disabilities
Department of Human Services, State of New Jersey

By: _____ L.S.
Authorized Agency Representative

NAME: ~~Carolo Cirucci~~ ROBERT C. DUNNE MARIA GIOVANNUCCI

TITLE: ~~State Finance Director~~ VP-FINANCE SR. VP + CFO

AGENCY: Devereux Foundation

ADDRESS: ~~286 Mantua Grove Rd., Bldg # 4~~ 444 DEVEREUX DRIVE
~~Paulsboro, NJ 08066~~ VILLANOVA PA 19085

AGREEMENT DATED:

_____

std-lang-agency

$13,180
6/14/07 Request

DEPARTMENT OF HUMAN SERVICES

DIVISION OF DEVELOPMENTAL DISABILITIES

INTEROFFICE MEMORANDUM

[redacted]
GH693

Date: February 20, 2008

To: Faiz Ali,
Administrative Analyst I

From: Thomas J. Cody, Jr.
Administrative Analyst I

RE: DDD Community Capital Project Renovations Payment Request

The DDD Housing and New Initiatives Unit is submitting the following community capital renovation project for payment:

Devereux (GH0693) – $13,180.00

Attached is the material necessary for you to process the payment for this project. This material consists of the following:

- Form Budget - 1 and
- Invoice signed by provider agency for 100% payment.
-

Thank you for your assistance and cooperation in this matter.

Any questions please contact me at 609-987-0938.

Cc: Thomas Kuchlet
Jeff Bernard
~~Raechquel Clark~~

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES

ANNEX A – PROJECT SUMMARY

1. This Agreement commences on 2/20/08 and expires on 2/19/2028

2. Legal Name of Agency:

   Devereux Foundation

3. Agency Address (Including P.O. Box, City, State, Zip Code, County):

   286 Mantua Grove Road, Bldg # 4
   Paulsboro, New Jersey 08066
   Gloucester County

4. Date of Agency Incorporation: January 3, 1938

5. Federal I.D Number: 23-1390618

6. Project Location (Street, Address, City, State, County):

7. Project Scope:

_____ Purchase	_____ Land	_____ Existing Building(s)
__X__ Renovation	_____ Expansion of Existing Facility	
_____ New Construction	_____ Equipment	

8. The Project Period Commences on and expires on _____

9. Project Director:

   Name: Dawn Goldy
   Address: 992 Route 45, Unit 108
   Woodbury Heights, NJ 08097
   Phone: (856) 686-0404

10. Agency Officer authorized to sign this and other documents.

    Name: Carole Cirucci
    Address: 286 Mantua Grove Rd Bldg #4
    Paulsboro, New Jersey 08066
    Phone (856) 599-6429

11. Person to who notices shall be directed:
    a) Agency

    Name: Robert Nass
    Address: 286 Mantua Grove Rd bldg #4
    Paulsboro, New Jersey 08066

    Phone: (856) 599-6427

    b) Department

    Name: Rachquel Clark, PDS
    Address: 2 Echelon Plaze
    221 Laurel Rd, Suite 210
    Voorhees, New Jersey 08043
    (856) 770-5939

JUN 0 8 2007

ANNEX B: PROJECT BUDGET

1 Legal Name of Agency: Devereux Foundation

2 Project Location (Street Address, City, and State):

[redacted]

3. Name and Address of Contractor:

See attached

4 Project Total: $13,180.00 Agreement Ceiling: $13,180.00

5. Scope of Work Covered by Agreement: (Attach copies of the bids)

see attached list with copy of bids

PROMISSORY NOTE

$ 13,180.00 May 18, 2007

In accordance with the terms of a Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated 1/18/2002

Devereux Foundation

promises to pay on demand to the order of the STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES: Thirteen Thousand, One Hundred & Eighty ($ 13,180.00) dollars, payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625.

BY: [signature] L.S.
Authorized Agency Representative

NAME: ~~Carole Cirucci~~ REBECCA C. DUNNE MARGARET McGILL

TITLE: ~~State Finance Director~~ VP-FINANCE SR. VP + CFO

AGENCY: Devereux Foundation

ADDRESS: ~~286 Mantua Grove Rd. Bldg #4~~ 444 DEVEREUX DRIVE
~~Paulsboro, New Jersey 08066~~ VILLANOVA PA 19085

Commonwealth of Pennsylvania } ss:
County of Montgomery }

Notarized by: Kathleen Downey

Date: 6/6/07

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen Downey, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Jan. 16, 2008
Member, Pennsylvania Association Of Notaries

STATE OF NEW JERSEY
PAYMENT VOUCHER
(VENDOR INVOICE)

PO# PV

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG. PER.	FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	[redacted]	(C) TOTAL AMOUNT
					~~$11,862.00~~ 13,150

(D) PAYEE NAME AND ADDRESS
Devereux Foundation
2012 Renaissance Blvd.
King of Prussia, PA 19406

(E) SEND COMPLETED FORM TO:
DHS/DDD
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, NJ 08043
Attn: Rachquel Clark, Program Developer

(F) PAYEE DECLARATIONS
CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ Carole Cruse
PAYEE SIGNATURE
DAS
PAYEE TITLE
6/7/07
BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					BM-2007
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	90% Major Maintenance [redacted]				~~11862~~ 13,150
				TOTAL	

CERTIFICATION BY RECEIVING AGENCY. I certify that the above articles have been received or services rendered as stated herein.
Thomas Cooley
Signature
AAI
Title
2/20/08
Date

CERTIFICATION BY APPROVAL OFFICER. I certify that this Payment Voucher is correct and just, and payment is approved.
Authorized Signature
Title
Date

E:\FORMS\PAYMENT VOUCHER2.DOT

[redacted]

STATE OF NEW JERSEY
PAYMENT VOUCHER

(VENDOR INVOICE)

PO# PV

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG. PER.	FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	(C) TOTAL AMOUNT
			[redacted]	$1,318.00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
2012 Renaissance Blvd.
King of Prussia, PA 19406

(E) SEND COMPLETED FORM TO:

DHS/DDD
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, NJ 08043
Attn: Rachquel Clark, Program Developer

(F) PAYEE DECLARATIONS

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→→→→ PAYEE SIGNATURE

DDS PAYEE TITLE

6/4/07 BILLING DATE

(G) PAYEE REFERENCE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE
1				
2				
3				

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CC	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1										
2										
3										

	RPT CT	BS ACT	DT	DESC	AMOUNT	ID	PF	TX
1								
2								
3								

Not needed paid to H

ITEM NO.	COMMODITY CODE/DESC	PRICE	AMOUNT
	10% Major Maintenance: [redacted]		1318
		TOTAL	

CERTIFICATION BY RECEIVING AGENCY. I certify that the above articles have been received or services rendered as stated herein.

Signature

Title Date

CERTIFICATION BY APPROVAL OFFICER. I certify that this Payment Voucher is correct and just, and payment is approved.

Authorized Signature

Title Date

E:\FORMS\PAYMENT VOUCHER2.DOT

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES
EXPENDITURE APPROVAL REQUEST

Region: SRO
Number:

Agency: Devereux
Contract #: 51ZX7S
Program Address: [redacted]

Program #: GH693 Service Code: GHSN
Contract Administrator: JamesNickson

CHECK ALL CATEGORIES THAT ARE APPLICABLE		CURRENT FISCAL YEAR REQUESTED $ AMT.
	NEW PROGRAM/CONTRACT	
	EXPAND EXISTING PROGRAM	
	START-UP/DEVELOPMENT COSTS	
	CHANGE IN PAYMENT RATE	
	CHANGE IN LEVEL OF SERVICE	
	CHANGE IN STAFFING/SALARY	
	CHANGE IN NON-SALARY	
X	OTHER	13,180
	TOTAL ANTICIPATED EXPENDITURE.	$13,180
	REQUESTED CHANGE	$13,180

Proposed Service Start Date:

	CURRENT FY	ANNUALIZED COST
COST ESTIMATE	$13,180	

IDENTIFY PERSON(S), DOB AND MIS #

JUSTIFICATION FOR REQUESTED FUNDS.
CHECK HERE IF EMERGENCY ☐
Agency request major mainteance funds to address the following high priority repairs: repairing the brickface foundation that is cracked, painting the interior of the home and replacing the flooring in the diningroom, kitchen and lower bathroom areas that is heavily damaged with Mannington "Assurance" commerical vinyl sheet.

FUNDING SOURCE: (ALL CHANGES)

Requested by/ Position:	Rachquel Clark, PDS-1	Date 6/14/2007
Regional Administrator:		Date
Contract Supervisor	Thomas Cody Jr.	Date 2/20/08
APPROVALS:		
RAD		Date
Division Director (>$100,000 and/or POC)		Date
Budget Office		Date

STATE OF NEW JERSEY – DEPARTMENT OF HUMAN SERVICES
STANDARD LANGUAGE
CAPITAL FUNDING AGREEMENT FOR RENOVATION, REMODELING, EXTENSION OR OTHER IMPROVEMENTS TO AGENCY-OWNED OR LEASED COMMUNITY FACILITIES

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Department Clients 2
Division 2
Facility 2
Note 2
Notice 2
Project 2
Project Expenditures 3
Project Period 3
State 3
Total Project Cost 3

II BASIC OBLIGATIONS OF THE DEPARTMENT

2.01 Payment 3
2.02 Inspection and Monitoring 3
2.03 Referenced Materials 3

III BASIC OBLIGATIONS OF THE AGENCY

3.01 Project Implementation and Completion 3
3.02 Expenditure of Agreement Funds 4
3.03 Promissory Note 4
3.04 Matching Funds 4
3.05 Facility Restrictions 4
3.06 Project Director 4
3.07 Documents and Information 4
3.08 Compliance with Laws 4

IV SERVICE CONTRACT 5

AGREEMENT SIGNATURES AND DATE

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement as set forth in Article I through Article X above.

By:_____
Assistant Commissioner, Div. of Developmental Disabilities
Department of Human Services, State of New Jersey

By: _____ L.S.
Authorized Agency Representative

NAME: Robert C Owen

TITLE: Sr VP + CFO

AGENCY: Devereux Foundation

ADDRESS: 444 Devereux Drive

Villanova, PA 19085

AGREEMENT DATED:

_____

std-lang-agency

$27,726.—
4/14/08 Request

Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey

Municipality: Deptford Township | County: Gloucester

Sponsor: N/A | Developer: The Devereux Foundation

Block: 636 Lot: 15 | Street Address: 105 Shelly Lane

Facility Name: Shelly - License # GH754

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project : N/A

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____ Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Amount $_____ Program_____
- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households	4
Low-income clients/households	_____
Moderate-income clients/households	_____
Market-income clients/households	_____

Section 4: For permanent supportive housing: N/A

Total # of units _____, including:

# of very low-income units	_____
# of low-income units	_____
# of moderate-income units	_____
# of market-income units	_____

Section 5: OWNED BY DEVEREUX

Length of Controls: _____ years

Effective Date of Controls: _____

Expiration Date of Controls: _____

Average Length of Stay: _____ months (transitional facilities only)

Section 6:

- ■ CO Date: 4/9/1997

For licensed facilities, indicate licensing agency:

- ☑ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF
- ☐ Other _____

Initial License Date: 1/1/1997

Current License Date: 1/1/2021 *Renews Annually*

Section 7:

Has the project received project-based rental assistance? ☐ Yes ☑ No; Length of commitment: _____years

Other operating subsidy sources: _____; Length of commitment: _____years

Is the subsidy renewable? ☐ Yes ☐ No

Section 8: The following verification is attached:

- ☑ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ☐ No

Population Served (describe): Individuals with Developmental Disabilities

Age-restricted? ☐ Yes ☑ No

Accessible (in accordance with NJ Barrier Free Subcode)? ☑ Yes ☐ No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☑ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's xecutive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Renee' Mariano, Director of Facilities, The Devereux Foundation NJ — 8/9/2021

Project Administrator — Date

Certified by: _____ — _____

Municipal Housing Liaison — Date

SHELLY
DEED

No. 211 B—Bargain and sale deed, covenant as to grantor's acts (Statutory Good Language, Int. or corp. 5-87) 2769-P 126 ©1981 Julius Blumberg, Inc., Publisher, NYC 10013

Consult your Lawyer before signing this deed — it has important legal consequences.

Deed

083148

Date

This Deed is made on May 29 19 97 between

Parties

Grantor
Full name(s) and post office address

Steven J. Stull and
Lisa A. Stull, his wife
103 S. Clinton Ave.
Wenonah, NJ 08090

Grantor, and

Grantee
Full name(s) and post office address

The Devereux Foundation
390 E. Boot Rd.
West Chester, PA 19350

Grantee.

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed.)

Consideration

In return for the payment to the Grantor by the Grantee of One Hundred Thirty-Two Thousand Dollars ($ 132,000),

Conveyance

the Grantor grants and conveys to the Grantee all of the land located in the Township of Deptford County of Gloucester and State of New Jersey specifically described as follows:

Description of Land

Beginning at a point in the Northeasterly line of Shelly Lane distant 233.99 feet Southeasterly from the Southeasterly end of the curve connecting the Northeasterly line of Shelly Lane with the Southeasterly line of Red Stone Ridge, said connecting curve having a radius of 15 feet, said point being in the division line of Lots 15 and 16; Thence:

(1) North 59 degrees 26 minutes 25 seconds East along said division line the distance of 119.93 feet to the division line of Lots 3 and 15; thence
(2) South 64 degrees 23 minutes 47 seconds East partly along said division line and partly along said division line of Lots 4 and 15 the distance of 120.39 feet to the extended division line of Lots 14 and 15; thence
(3) South 59 degrees 26 minutes 29 seconds West along same the distance of 186.97 feet to the Northeasterly line of Shelly Lane; thence
(4) North 30 degrees 33 minutes 31 seconds West along the Northeasterly line of Shelly Lane the distance of 100 feet to the point of beginning.

Being know and designated as Lot 15, Block C, as shown on filed plan, Windemere, Section I, filed on the Clerk's office of Gloucester County as Map C-119.

Known as No. 105 Shelly Lane, Deptford NJ

Being also known as Lot 15 Block 636 on the Tax Map of the Township of Deptford.
Subject to easement as contained in Deed Book 1315, page 226.
Subject to easement as contained in Deed Book 1307, page 551.

Being the same lands and premises which became vested in Richard P. Hendon and Kellyanne Hendon, husband and wife, to Steven J. Stull and Lisa A. Stull husband and wife, recorded July 2, 1987, in Deed Book 1628, page 255, in the Clerk's Office of Gloucester County and dated 6/13/87.

Consideration : $ 132000.00 Exempt Under: S
County 132.13
State 225.87
Total 358.00
Date: 06/04/1997

This Deed was prepared by Steven J. Stull

Steven J. Stull
Grantor

2769-P 127

Municipal Lot and Block or Account Number

The land is now designated as Lot 15 in Block 636 on the municipal tax map (or as Account No.).

Check box if applicable

☐ No property tax identification number for the land is available at the time of this conveyance.

Covenant as to Grantor's Acts

The Grantor covenants that the Grantor has done no act to encumber the land.

Receipt of Consideration

The Grantor has received the full payment from the Grantee.

Signature of Grantor

The Grantor signs this Deed on the first date above. If the Grantor is a corporation this Deed is signed by its corporate officers and its corporate seal is affixed.

Signed, sealed and delivered in the presence of or attested by:

Steven J. Stull (SEAL)

Lisa A. Stull (SEAL)

(SEAL)

(SEAL)

CERTIFICATE OF ACKNOWLEDGMENT BY INDIVIDUAL

State of New Jersey, County of Gloucester

I am a notary public and

an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On May 29, 1997, Steven J. Stull and Lisa A. Stull, husband and wife

appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer and made this acknowledgment).* I am satisfied that this person is the person named in and who signed this Deed. This person acknowledged signing, sealing and delivering this Deed as this person's act and deed for the uses and purposes expressed in this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, §1(c), is $ 132,000

Officer Signature. Print, stamp or type name and title directly beneath.

JULIANE BRUYNELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 26, 1998

CORPORATE PROOF BY THE SUBSCRIBING WITNESS

State of New Jersey, County of

I am a

an officer authorized to take acknowledgments and proofs in this State.

On 19

(from now on called the "Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and stated and proved to my satisfaction that:

1. The Witness is the Secretary of the Corporation which is the Grantor in this Deed.
2. the officer who signed this Deed, is the President of the Corporation (from now on called the "Corporate Officer").
3. The making, signing, sealing, and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal of the Corporation. The seal affixed to this Deed is the corporate seal of the Corporation. The seal was affixed to this Deed by the Corporate Officer. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, §1(c), is $

Sworn to and signed before me on the date written above.

Witness' sign above and print or type name below

Officer's signature. Print, stamp or type name and title directly beneath.

DB2769-P128

In compliance with the statute I have presented an abstract of the within to the assessor of the taxing district therein mentioned.

JOSEPH J. HOFFMAN
COUNTY CLERK

Deed

to

Record and return to:

Consideration 1.0 12000.00 Exempt Code: S

County 120.00
State 323.87
R.E.T.F. 8.00
Total 452.00

Date: 06/06/1997

CHARGE & RETURN
Congress Title Corp.
57 Euclid Street
Woodbury, NJ 08096

97 15170

97 JUN -4 AM 11:39

RECORDED
GLOUCESTER COUNTY

COUNTY CLERK

08/29/2002 THU 09:47 FAX 007/007

[redacted]

Sheet 3

Budget log indicates attached GH 754 package for $17,462 was approved 6/25/08 as BI# 740244. No signed documents received back for Development Red file so unable to attach signed documents.

Rachael Clark
PDS-1
2/6/09

GH 754

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES

ANNEX A – PROJECT SUMMARY

1. This Agreement commences on and expires on

2. Legal Name of Agency.

Devereux Foundation

3. Agency Address (Including P.O. Box, City, State, Zip Code, County).

286 Mantua Grove Rd., Bldg # 4
Paulsboro, New Jersey 08066
Gloucester County

4. Date of Agency Incorporation: January 3 1938

5. Federal I.D. Number 23-1390618

6. Project Location (Street, Address, City, State, County):

[redacted]

7. Project Scope:

_____ Purchase	_____ Land	_____ Existing Building(s)
__X__ Renovation	_____ Expansion of Existing Facility	
_____ New Construction	_____ Equipment	

8. The Project Period Commences on and expires on _____

9. Project Director

Name: Michael Wilder
Address: 286 Mantua Grove Rd Bldg #4
Paulsboro, New Jersey 08066
Phone: (856) 599-6412

10. Agency Officer authorized to sign this and other documents:

Name: Carole Cirucci
Address: 286 Mantua Grove Rd Bldg #4
Paulsboro, New Jersey 08066
Phone: (856) 599-6429

11. Person to who notices shall be directed:

a) Agency

Name: Michael Wilder
Address: 286 Mantua Grove Rd Bldg #4
Bridgeton, New Jersey 08302

Phone: (856) 599-6412

b) Department

Name. Rachquel Clark, PDS
Address 2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, New Jersey 08043
(856) 770-5939

JUN 17 2008

ANNEX B: PROJECT BUDGET

1. Legal Name of Agency: Devereux Foundation

2. Project Location (Street Address, City, and State):

3 Name and Address of Contractor:

Oakland Remodeling Co
3140 Vine Road
Vineland, NJ 08360

4. Project Total. $ 17,462.00 Agreement Ceiling: $ 17,462.00

5 Scope of Work Covered by Agreement: (Attach copies of the bids)

see attached list with copy of bids

Replace carpet with vinyl and rubber tread stairs (cost reduced by $650 which was previously funded)

Replace newell post w/one anchored to ceiling

Remove and replace side yard sidewalk (Emergency)

PROMISSORY NOTE

$ 17,462.00 June 9, 2008

In accordance with the terms of a Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated _____

Devereux Foundation

promises to pay on demand to the order of the STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES: Seventeen Thousand, Four Hunderd & Sixty-Two ($ 17,462.00) dollars, payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625.

BY. _____ L.S.
Authorized Agency Representative

NAME. Robert C Dunne

TITLE: Sr VP + CFO

AGENCY. Devereux Foundation

ADDRESS: 444 Devereux Drive

Villanova, PA 19085

Notarized by:

See attached

Date 6/10/08

Commonwealth of Pennsylvania)
) ss:
County of Montgomery)

On this, the 10th day of June, 2008, before me, a notary public, the undersigned officer, personally appeared Robert C. Dunne, who acknowledged himself to be the Sr. VP & CFO of the Devereux Foundation, a corporation, and that he as such Sr VP & CFO, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen Downey, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Jan. 16, 2012
Member, Pennsylvania Association of Notaries

Kathleen Downey
Notary Public

6/10/08
Date

STATE OF NEW JERSEY
PAYMENT VOUCHER
(VENDOR INVOICE)

PO# PV

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG. PER.	FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE: SEE INSTRUCTIONS FOR COMPLETING THIS SECTION (D)	(C) TOTAL AMOUNT
					$15,716.00

(D) PAYEE NAME AND ADDRESS
Devereux Foundation
2012 Renaissance Blvd.
King of Prussia, PA 19406

(E) SEND COMPLETED FORM TO:
DHS/DDD
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, NJ 08043
Attn: Rachquel Clark, Program Developer

(F) PAYEE DECLARATIONS
CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ PAYEE SIGNATURE

FINANCE DIRECTOR — PAYEE TITLE

6/16/08 — BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	90% Major Maintenance: renovations [redacted]				15716
				TOTAL	

CERTIFICATION BY RECEIVING AGENCY. I certify that the above articles have been received or services rendered as stated herein.

Signature

Title Date

CERTIFICATION BY APPROVAL OFFICER. I certify that this Payment Voucher is correct and just, and payment is approved

Authorized Signature

Title Date

STATE OF NEW JERSEY
PAYMENT VOUCHER

(VENDOR INVOICE)

PO# PV

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG. PER.	FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE OR SEE INSTRUCTIONS FOR COMPLETING ITEMS WITHHOLDING	(C) TOTAL AMOUNT
					$1,746.00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
2012 Renaissance Blvd.
King of Prussia, PA 19406

(E) SEND COMPLETED FORM TO:

DHS/DDD
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, NJ 08043
Attn: Rachquel Clark, Program Developer

(F) PAYEE DECLARATIONS

CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ PAYEE SIGNATURE

Director 6/16/09
PAYEE TITLE BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	10% Major Maintenance: renovations [redacted]				1746
				TOTAL	

CERTIFICATION BY RECEIVING AGENCY I certify that the above articles have been received or services rendered as stated herein.

Signature

Title Date

CERTIFICATION BY APPROVAL OFFICER. I certify that this Payment Voucher is correct and just, and payment is approved.

Authorized Signature

Title Date

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES
EXPENDITURE APPROVAL REQUEST

Region: SRO Number:

Agency: Devereux Contract #: 51ZX8S

Program Address: [redacted]

Program #: GH750 Service Code: GHSN

Contract Administrator: Jason Wurst

CHECK ALL CATEGORIES THAT ARE APPLICABLE		CURRENT FISCAL YEAR REQUESTED $ AMT.
	NEW PROGRAM/CONTRACT	
	EXPAND EXISTING PROGRAM	
	START-UP/EQUIPMENT	
	DEVELOPMENT COSTS	
	CHANGE IN PAYMENT RATE	
	CHANGE IN LEVEL OF SERVICE	
	CHANGE IN STAFFING/SALARY	
	CHANGE IN NON-SALARY	
X	OTHER	17,462
	TOTAL ANTICIPATED EXPENDITURE:	$17,462
	REQUESTED CHANGE	$17,462

Proposed Service Start Date: _____

	CURRENT FY	ANNUALIZED COST
COST ESTIMATE	$17,462	

IDENTIFY PERSON(S), DOB AND MIS #

JUSTIFICATION FOR REQUESTED FUNDS:

CHECK HERE IF EMERGENCY ☐

Agency reuest $17,462 to have heavily stained and ripped carpet throughout the home removed and replaced with heavy commerical vinyl flooring. At the base of the railing, a new Newell post that mounts from the repairs to the exterior side walk area that is raised up in several areas creating a tripping hazards. Three bids were secured from Contractors registered with DCA and the lowest bidder was selected.

FUNDING SOURCE: (ALL CHANGES)

Requested by/ Position: Rachquel Clark, PDS-1 Date 6/19/2008

Regional Administrator. Date

Contract Supervisor Date

APPROVALS:

RAD Date

Assitant Commision (>$100,000 and/or POC) Date

Budget Office Date

STATE OF NEW JERSEY – DEPARTMENT OF HUMAN SERVICES
STANDARD LANGUAGE
CAPITAL FUNDING AGREEMENT FOR RENOVATION, REMODELING, EXTENSION OR OTHER IMPROVEMENTS TO AGENCY-OWNED OR LEASED COMMUNITY FACILITIES

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I DEFINITIONS

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Annex(es)	1
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Department Clients	2
Division	2
Facility	2
Note	2
Notice	2
Project	2
Project Expenditures	3
Project Period	3
State	3
Total Project Cost	3

II BASIC OBLIGATIONS OF THE DEPARTMENT

2.01	Payment	3
2.02	Inspection and Monitoring	3
2.03	Referenced Materials	3

III BASIC OBLIGATIONS OF THE AGENCY

3.01	Project Implementation and Completion	3
3.02	Expenditure of Agreement Funds	4
3.03	Promissory Note	4
3.04	Matching Funds	4
3.05	Facility Restrictions	4
3.06	Project Director	4
3.07	Documents and Information	4
3.08	Compliance with Laws	4

IV SERVICE CONTRACT 5

AGREEMENT SIGNATURES AND DATE

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement as set forth in Article I through Article X above

By: _____
Assistant Commissioner, Div. of Developmental Disabilities
Department of Human Services, State of New Jersey

By: _____ L.S.
Authorized Agency Representative

NAME: Robert CDonnc

TITLE: Sr VP - CFO

AGENCY: Devereux Foundation

ADDRESS. 444 Devereux Drive

Villanova, PA 19085

_____

AGREEMENT DATED:

_____

DEPARTMENT OF HUMAN SERVICES

DIVISION OF DEVELOPMENTAL DISABILITIES

INTEROFFICE MEMORANDUM

Date: February 20, 2008

To: Faiz Ali,
Administrative Analyst I

From: Thomas J. Cody, Jr.
Administrative Analyst I

RE: DDD Community Capital Project Renovations Payment Request

The DDD Housing and New Initiatives Unit is submitting the following community capital renovation project for payment:

Devereux (GH0754) – $10,182.00

Attached is the material necessary for you to process the payment for this project. This material consists of the following:

- Form Budget - 1 and
- Invoice signed by provider agency for 100% payment.
-

Thank you for your assistance and cooperation in this matter.

Any questions please contact me at 609-987-0938

Cc: Thomas Kuchler
Jeff Bernard
Rachquel Clark

DIVISION OF DEVELOPMENTAL DISABILITIES
EXPENDITURE APPROVAL REQUEST

Region: SRO Number:

Agency: Devereux Contract #: 51ZX7S

Program Address: [redacted]

Program #: GH754 Service Code: GHSN

Contract Administrator: JamesNickson

CHECK ALL CATEGORIES THAT ARE APPLICABLE		CURRENT FISCAL YEAR REQUESTED $ AMT.
	NEW PROGRAM/CONTRACT	
	EXPAND EXISTING PROGRAM	
	START-UP/DEVELOPMENT COSTS	
	CHANGE IN PAYMENT RATE	
	CHANGE IN LEVEL OF SERVICE	
	CHANGE IN STAFFING/SALARY	
	CHANGE IN NON-SALARY	
X	OTHER	10,182
	TOTAL ANTICIPATED EXPENDITURE.	$10,182
	REQUESTED CHANGE	**$10,182**

Proposed Service Start Date:

	CURRENT FY	ANNUALIZED COST
COST ESTIMATE	**$10,182**	

IDENTIFY PERSON(S), DOB AND MIS #

JUSTIFICATION FOR REQUESTED FUNDS.

CHECK HERE IF EMERGENCY ☐

Agency request major mainteance funds to address the following high priority repairs. replacing the laundry room floor, replacing the heater room louver doors, venting the dryer to the outside and painting the interior. All were found to be high priority repairs during the Facilities inspection.

FUNDING SOURCE: (ALL CHANGES)

Requested by/ Position:	Rachquel Clark, PDS-1 RC	Date 6/11/2007
Regional Administrator:		Date
Contract Supervisor		Date 2/20/08
APPROVALS:		
RAD		Date
Division Director (>$100,000 and/or POC)		Date
Budget Office		Date

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES

ANNEX A – PROJECT SUMMARY

1. This Agreement commences on 2/20/08 and expires on 2/19/2028

2. Legal Name of Agency:

   Devereux Foundation

3. Agency Address (Including P.O. Box, City, State, Zip Code, County):

   286 Mantua Grove Road, Bldg # 4
   Paulsboro, New Jersey 08066
   Gloucester County

4. Date of Agency Incorporation January 3, 1938

5. Federal I.D. Number: 23-1390618

6. Project Location (Street, Address, City, State, County)

   [redacted]

7. Project Scope:

_____ Purchase	_____ Land	_____ Existing Building(s)
__X__ Renovation	_____ Expansion of Existing Facility	
_____ New Construction	_____ Equipment	

8. The Project Period Commences on and expires on _____

9. Project Director

   Name: Dawn Goldy
   Address: 992 Route 45, Unit 108
   Woodbury Heights, NJ 08097
   Phone: (856) 686-0404

10 Agency Officer authorized to sign this and other documents:

   Name: Carole Cirucci
   Address: 286 Mantua Grove Rd Bldg #4
   Paulsboro, New Jersey 08066
   Phone. (856) 599-6429

11. Person to who notices shall be directed:
    a) Agency

    Name: Robert Nass
    Address: 286 Mantua Grove Rd bldg #4
    Paulsboro, New Jersey 08066

    Phone: (856) 599-6427

    b) Department

    Name: Rachquel Clark, PDS
    Address: 2 Echelon Plaze
    221 Laurel Rd, Suite 210
    Voorhees, New Jersey 08043
    (856) 770-5939

JUN 0 8 2007
JUN 0 8 2007

ANNEX B: PROJECT BUDGET

1. Legal Name of Agency: Devereux Foundation

2. Project Location (Street Address, City, and State):

3. Name and Address of Contractor

See attached

4 Project Total $10,182.00 Agreement Ceiling: $10,182.00

5. Scope of Work Covered by Agreement. (Attach copies of the bids)

see attached list with copy of bids

PROMISSORY NOTE

$ 10,182.00 May 18, 2007

In accordance with the terms of a Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated 12/20/2004

Devereux Foundation

promises to pay on demand to the order of the STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES: Ten Thousand, One Hundred & Eighty Two ($ 10,182.00) dollars, payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625.

BY: _____ L.S.
Authorized Agency Representative

NAME: ~~Carole Cruoci~~ ROBERT C. DUNNE MARIARET MCLICC

TITLE: ~~State Finance Director~~ VP - FINANCE SAVP & CFO

AGENCY: Devereux Foundation

ADDRESS: ~~286 Mantua Grove Rd. Bldg #4~~ 444 DEVEREUX DRIVE
~~Paulsboro, New Jersey 08066~~ VILLANOVA, PA 19085

Commonwealth of Pennsylvania } ss:
County of Montgomery

Notarized by:

Kathleen Downey

Date: 6/6/07

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen Downey, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Jan. 16, 2008
Member, Pennsylvania Association Of Notaries

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen Downey, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Jan. 16, 2008
Member, Pennsylvania Association Of Notaries

STATE OF NEW JERSEY
PAYMENT VOUCHER

(VENDOR INVOICE)

PO# PV

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG. PER.	FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	[redacted]	(C) TOTAL AMOUNT
					$9,164.00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
2012 Renaissance Blvd.
King of Prussia, PA 19406

(E) SEND COMPLETED FORM TO: 10,182

DHS/DDD
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, NJ 08043
Attn: Rachquel Clark, Program Developer

(F) PAYEE DECLARATIONS

CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ [signature] PAYEE SIGNATURE

DAS PAYEE TITLE 6/10 BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					MM-200
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100%	~~90%~~ Major Maintenance: [redacted]				9164
				TOTAL	

10/182

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.

[signature] Signature

AAP Title 2/25/08 Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.

Authorized Signature

Title Date

E:\FORMS\PAYMENT VOUCHER2.DOT

[redacted]

STATE OF NEW JERSEY - DEPARTMENT OF HUMAN SERVICES
STANDARD LANGUAGE
CAPITAL FUNDING AGREEMENT FOR RENOVATION, REMODELING, EXTENSION OR OTHER IMPROVEMENTS TO AGENCY-OWNED OR LEASED COMMUNITY FACILITIES

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Division 2
Facility 2
Note 2
Notice 2
Project 3
Project Expenditures 3
Project Period 3
State 3
Total Project Cost

II BASIC OBLIGATIONS OF THE DEPARTMENT 3

2.01 Payment 3
2.02 Inspection and Monitoring 3
2.03 Referenced Materials

III BASIC OBLIGATIONS OF THE AGENCY 3

3.01 Project Implementation and Completion 4
3.02 Expenditure of Agreement Funds 4
3.03 Promissory Note 4
3.04 Matching Funds 4
3.05 Facility Restrictions 4
3.06 Project Director 4
3.07 Documents and Information 4
3.08 Compliance with Laws

IV SERVICE CONTRACT 5

AGREEMENT SIGNATURES AND DATE

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement as set forth in Article I through Article X above.

By:_____
Director, Div. of Developmental Disabilities
Department of Human Services, State of New Jersey

By: _____ L.S.
Authorized Agency Representative

NAME: ~~Carole Ginocchi~~ ROBERT C. DONNA MARGARET McCUE

TITLE: ~~State Finance Director~~ VP - FINANCE SR VP - CFO

AGENCY: Devereux Foundation

ADDRESS: ~~286 Mantua Grove Rd. Bldg # 4~~ 444 DEVEREUX DRIVE
~~Paulsboro, NJ 08066~~ VILLANOVA, PA 19085

AGREEMENT DATED:

6/1/07

[redacted]

Attached signed vouchers in agency Red files for Capital funding; however, no other documents in agency green file to cross reference the request.

Rachael Clark
PDS-1
2/6/09

State of New Jersey

Department of Human Services
Division of Developmental Disabilities

JAMES E. MCGREEVEY
Governor

Community Services · Southern Region

JAMES W. SMITH
Acting Commissioner

Robert C Lowe, II
Assistant Division Director

Charlotte O'Neill
Regional Administrator

January 22, 2002

Peter A. Sorge
Devereux Foundation
901 Mantua Pike
Woodbury, NJ 08096

Dear Peter:

Enclosed are copies of signed 90% invoices, one for bathroom repairs at GH754 [redacted] and one for bathroom repairs at [redacted] GH750. These copies are for your files.

Please let me know if I can be of further assistance.

Sincerely,

Alix Schwartz
Program Development Specialist

Encl.

STATE OF NEW JERSEY
PAYMENT VOUCHER
(VENDOR INVOICE)

DOCUMENT: TC | AGY | NUMBER
BATCH: TC | AGY | NUMBER
ACTG PER | FY

PO # | PV DATE

PP START: MO | DY | YR
SCHED PAY: MO | DY | YR
CHK CAT | OFF LIAB | F A | RF TY | CK FL

(A) VENDOR ID NUMBER: 23-13906 18.

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS

PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)

(C) TOTAL AMOUNT: $8,347.50

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
950 Haverford Rd., Suite 200
Bryn Mawr, PA 19010
Attn: Russ Blakely or Kathy Whipple

(E) SEND COMPLETED FORM TO:

DHS
222 S. Warren St
Trenton, NJ 0862

(F) PAYEE DECLARATIONS

I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

Maureen Y. Walsh
PAYEE SIGNATURE

State Executive Director
PAYEE TITLE

12-14-01
BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	[redacted] Group Home 90% payment for major maintenance (bathroom) at the above program				$8,347.50

TOTAL $8,347.50

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.

X [signature]
Signature

Title

Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.

Authorized Signature paid 1/18/02

Title

Date

6/93

STATE OF NEW JERSEY

PAYMENT VOUCHER

(VENDOR INVOICE)

PC # | PV DATE

TC	AGY	NUMBER	TC	AGY	NUMBER	ACTG PER.	FY

PP START MO	PP START DY	PP START YR	SCHED PAY MO	SCHED PAY DY	SCHED PAY YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)	(C) TOTAL AMOUNT
					$ 927.50

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
950 Haverford Rd. Suite 200
Bryn Mawr, PA 19010
ATTN: Russ Bleakly or Kathy Whapole

(E) SEND COMPLETED FORM TO:

DHS
PO Box 700
Trenton, NJ 08625

(F) PAYEE DECLARATIONS

I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

Pat Alog
PAYEE SIGNATURE

Asst. Ex. Dir
PAYEE TITLE

8/6/02
BILLING DATE

LINE NO	REFERENCE CD	REFERENCE AGY	REFERENCE NUMBER	REFERENCE LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CO	OBJECT CO	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1	561	054	7600		001	LLL	7110				
2											
3											

	RPT CT	BS ACT	OT	DESCRIPTION	QUANTITY	AMOUNT	IO	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	[redacted] GH 10% final payment for bathroom renos. AO 7500600402B				$927.50
				TOTAL	$ 927.50

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.

X Terri Wilson
Signature

Deputy Comm.
Title

8-23-02
Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.

Authorized Signature

Title

Date

SPCS

Doc 4 [redacted]

Budget log indicates attached GH750 package for $7,263 was approved 6/25/08 as B1 # 740245.

No signed documents received back for Development Rod file so unable to attach sign documents for this request

Rackquel Clark
PDS-1
2/6/09

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES

ANNEX A – PROJECT SUMMARY

1. This Agreement commences on and expires on

2. Legal Name of Agency:

Devereux Foundation

3 Agency Address (Including P.O. Box, City, State, Zip Code, County)

286 Mantua Grove Rd., Bldg # 4
Paulsboro, New Jersey 08066
Gloucester County

4 Date of Agency Incorporation: January 3, 1938

5 Federal I.D Number: 23-1390618

6 Project Location (Street, Address, City, State, County):

[redacted]

7. Project Scope:

_____ Purchase	_____ Land	_____ Existing Building(s)
___X___ Renovation	_____ Expansion of Existing Facility	
_____ New Construction	_____ Equipment	

8. The Project Period Commences on and expires on _____

9. Project Director:

Name: Michael Wilder
Address: 286 Mantua Grove Rd Bldg #4
Paulsboro, New Jersey 08066
Phone: (856) 599-6412

10. Agency Officer authorized to sign this and other documents:

Name: Carole Cirucci
Address: 286 Mantua Grove Rd Bldg #4
Paulsboro, New Jersey 08066
Phone: (856) 599-6429

11 Person to who notices shall be directed:

a) Agency

Name: Michael Wilder
Address: 286 Mantua Grove Rd Bldg #4
Bridgeton, New Jersey 08302

Phone: (856) 599-6412

b) Department

Name: Rachquel Clark, PDS
Address: 2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, New Jersey 08043
(856) 770-5939

JUN 17 2009

ANNEX B: PROJECT BUDGET

1. Legal Name of Agency Devereux Foundation

2. Project Location (Street Address, City, and State):

3 Name and Address of Contractor:

Oakland Remodeling Co
3140 Vine Road
Vineland, NJ 08360

4 Project Total: $ 7,263 00 Agreement Ceiling: $ 7,263.00

5 Scope of Work Covered by Agreement: (Attach copies of the bids)

see attached list with copy of bids

Remove sidewalk and slope grade from house. Extend leaders away from house

Wire brush wall coating & recoat w/Drylock. Patch exterior foundation "parging"

Replace carpet with vinyl throughout the entire house (cost reduced by $8500 which was previously funded

PROMISSORY NOTE

$ 7,263.00 June 9, 2008

In accordance with the terms of a Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated _____

Devereux Foundation

promises to pay on demand to the order of the STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES: Seven Thousand, Two Hunderd & Sixty-Three ($ 7,263.00) dollars, payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625.

BY: _____ L.S.
Authorized Agency Representative

NAME Robert C Dunne

TITLE Sr VP + CFO

AGENCY Devereux Foundation

ADDRESS: 444 Devereux Drive
Villanova, PA 19085

Notarized by:

See attached

Date 6/10/08

Commonwealth of Pennsylvania)
) ss:
County of Montgomery)

On this, the 10th day of June, 2008, before me, a notary public, the undersigned officer, personally appeared Robert C. Dunne, who acknowledged himself to be the Sr. VP & CFO of the Devereux Foundation, a corporation, and that he as such Sr. VP & CFO, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen Downey, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Jan. 16, 2012
Member, Pennsylvania Association of Notaries

Kathleen Downey
Notary Public

6/10/08
Date

STATE OF NEW JERSEY
PAYMENT VOUCHER

(VENDOR INVOICE)

PO# PV

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG PER.	FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE SEE INSTRUCTIONS FOR COMPLETING ITEMS A THROUGH G	(C) TOTAL AMOUNT
					$6,537.00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
2012 Renaissance Blvd.
King of Prussia, PA 19406

(E) SEND COMPLETED FORM TO:

DHS/DDD
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, NJ 08043
Attn: Rachquel Clark, Program Developer

(F) PAYEE DECLARATIONS

CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ PAYEE SIGNATURE

Director PAYEE TITLE

6/18/08 BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	90% Major Maintenance: renovations [redacted]				6537
				TOTAL	

CERTIFICATION BY RECEIVING AGENCY. I certify that the above articles have been received or services rendered as stated herein.

Signature

Title Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.

Authorized Signature

Title Date

STATE OF NEW JERSEY
PAYMENT VOUCHER

(VENDOR INVOICE)

PO# PV

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG PER.	FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	[illegible] SEE INSTRUCTIONS FOR COMPLETING ITEM [illegible]	(C) TOTAL AMOUNT
					$726.00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
2012 Renaissance Blvd.
King of Prussia, PA 19406

(E) SEND COMPLETED FORM TO:

DHS/DDD
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, NJ 08043
Attn: Rachquel Clark, Program Developer

(F) PAYEE DECLARATIONS

CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ Connie Crucer
PAYEE SIGNATURE

Finance Director
PAYEE TITLE

6/11/08
BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	10% Major Maintenance: renovations [redacted]				726
				TOTAL	

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.

Signature

Title Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.

Authorized Signature

Title Date

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES
EXPENDITURE APPROVAL REQUEST

Region: SRO Number:

Agency: Devereux Contract #: 51ZX8S

Program Address: [redacted]

Program #: GH750 Service Code: GHSN

Contract Administrator: Jason Wurst

CHECK ALL CATEGORIES THAT ARE APPLICABLE		CURRENT FISCAL YEAR REQUESTED $ AMT.
	NEW PROGRAM/CONTRACT	
	EXPAND EXISTING PROGRAM	
	START-UP/EQUIPMENT	
	DEVELOPMENT COSTS	
	CHANGE IN PAYMENT RATE	
	CHANGE IN LEVEL OF SERVICE	
	CHANGE IN STAFFING/SALARY	
	CHANGE IN NON-SALARY	
X	OTHER	7,263
	TOTAL ANTICIPATED EXPENDITURE	$7,263
	REQUESTED CHANGE	$7,263

Proposed Service Start Date: _____

	CURRENT FY	ANNUALIZED COST
COST ESTIMATE	$7,263	

IDENTIFY PERSON(S), DOB AND MIS # _____

JUSTIFICATION FOR REQUESTED FUNDS.

CHECK HERE IF EMERGENCY [ ]

Agency request $7,263 to cover the cost or repairing the sidewalk and slope grade from the home to remove standing water hazards. Also needed to have drylock coating done around the exterior of the home to remove ongoing water problems near the home foundation. Finally, the existing carpets throughout the home are heavily damaged and being removed to have commeical vinyl flooring installed.
Agency secured three bids from DCA registered contractors and the lowest bidder was selected.

FUNDING SOURCE: (ALL CHANGES) _____

Requested by/ Position: Rachquel Clark, PDS-1 Date 6/19/2008

Regional Administrator. _____ Date _____

Contract Supervisor _____ Date _____

APPROVALS:

RAD _____ Date _____

Assitant Commision (>$100,000 and/or POC) _____ Date _____

Budget Office _____ Date _____

STATE OF NEW JERSEY – DEPARTMENT OF HUMAN SERVICES
STANDARD LANGUAGE
CAPITAL FUNDING AGREEMENT FOR RENOVATION, REMODELING, EXTENSION OR OTHER IMPROVEMENTS TO AGENCY-OWNED OR LEASED COMMUNITY FACILITIES

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Department Clients	2
Division	2
Facility	2
Note	2
Notice	2
Project	2
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State	3
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IV SERVICE CONTRACT 5

AGREEMENT SIGNATURES AND DATE

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement as set forth in Article I through Article X above.

By:_____
Assistant Commissioner, Div. of Developmental Disabilities
Department of Human Services, State of New Jersey

By: _____ L.S.
Authorized Agency Representative

NAME. Robert C Dranc

TITLE: Sr VP + CFO

AGENCY. Devereux Foundation

ADDRESS: 444 Devereux Drive

Villanova, PA 19085

AGREEMENT DATED:

_____

Tanyard

DEPARTMENT OF HUMAN SERVICES

DIVISION OF DEVELOPMENTAL DISABILITIES

INTEROFFICE MEMORANDUM

Date: December 4, 2007

To: Faiz Ali, Administrative Analyst I

From: Thomas J. Cody, Jr. Administrative Analyst I

RE: **DDD Community Capital Project Renovations Payment – Funded from DCA**

The DDD Housing and Resource Development Unit is submitting the following community capital renovation project for reimbursement in the amount of **$27,000.00.**

- ***Devereux NJ – GH0750***

Attached is the material necessary for you to process the payment for these projects. This material consists of the following:

- Form Budget - 1
- Capital Funding Agreement and
- Invoice signed and completed by provider agency for 100% payment at this time time

Thank you for your assistance and cooperation in this matter.

See attached voucher. Agency only paid 90% pymt.

Any questions please contact me at 609-987-0938

Attachments

Cc: Thomas Kuchler
Tim Appert
[redacted]

[redacted]

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES

ANNEX A – PROJECT SUMMARY

1. This Agreement commences on 12/5/07 and expires on 12/4/2027

2. Legal Name of Agency:

   Devereux Foundation

3. Agency Address (including P.O. Box, City, State, Zip Code, County):

   286 Mantua Grove Road, Bldg # 4
   Paulsboro, New Jersey 08066
   Gloucester County

4. Date of Agency Incorporation: January 3, 1938

5. Federal I.D. Number: 23-1390618

6. Project Location (Street, Address, City, State, County)

   [redacted]

7. Project Scope:

   _____ Purchase _____ Land _____ Existing Building(s)
   __X__ Renovation _____ Expansion of Existing Facility
   _____ New Construction _____ Equipment

8. The Project Period Commences on and expires on _____

9. Project Director:

   Name: Dawn Goldy
   Address: 992 Route 45, Unit 108
   Woodbury Heights, NJ 08097
   Phone: (856) 686-0404

10 Agency Officer authorized to sign this and other documents:

   Name: Carole Cirucci
   Address: 286 Mantua Grove Rd Bldg #4
   Paulsboro, New Jersey 08066
   Phone (856) 599-6429

11. Person to who notices shall be directed.
   a) Agency

   Name: Robert Nass
   Address: 286 Mantua Grove Rd bldg #4
   Paulsboro, New Jersey 08066

   Phone (856) 599-6427

   b) Department

   Name: Rachquel Clark, PDS
   Address: 2 Echelon Plaze
   221 Laurel Rd, Suite 210
   Voorhees, New Jersey 08043
   (856) 770-5939

JUN 08 2007

ANNEX B: PROJECT BUDGET

1. Legal Name of Agency: Devereux Foundation

2. Project Location (Street Address, City, and State):

3. Name and Address of Contractor:

See attached

4. Project Total: $27,000.00 Agreement Ceiling: $27,000.00

5. Scope of Work Covered by Agreement: (Attach copies of the bids)

see attached list with copy of bids

PROMISSORY NOTE

$ 27,000.00 May 18, 2007

In accordance with the terms of a Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated 12/2 o/2007

Devereux Foundation

promises to pay on demand to the order of the STATE OF NEW JERSEY,

DEPARTMENT OF HUMAN SERVICES: Twenty Seven Thousand

($ 27,000.00)

dollars, payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625

BY: _____ L.S.
Authorized Agency Representative

NAME: ~~Carole Ghiraci~~ ROBERT C DUNNE MARGARET McGUE

TITLE: ~~State Finance Director~~ VP - FINANCE SR VP & CFO

AGENCY: Devereux Foundation

ADDRESS: ~~286 Mantua Grove Rd. Bldg #4~~ 444 DEVEREUX DRIVE
~~Paulsboro, New Jersey 08066~~ VILLANOVA PA 19085

Commonwealth of Pennsylvania } ss:
County of Montgomery
Notarized by:

Kathleen Downey

Date: 6/6/07

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen Downey, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Jan. 16, 2008
Member, Pennsylvania Association Of Notaries

STATE OF NEW JERSEY
PAYMENT VOUCHER

(VENDOR INVOICE)

PO# | PV

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG. PER.	FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	[redacted]	(C) TOTAL AMOUNT
					$24,300.00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
2012 Renaissance Blvd.
King of Prussia, PA 19406

(E) SEND COMPLETED FORM TO:

DHS/DDD
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, NJ 08043
Attn: Rachquel Clark, Program Developer

(F) PAYEE DECLARATIONS

CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ [signature] PAYEE SIGNATURE

DAS PAYEE TITLE

12/1/08 BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					DCA-MM
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	90% Major Maintenance: [redacted]				24300
				TOTAL	

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.

[signature] Signature

AAL Title

12/5/08 Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved

Authorized Signature

Title Date

E:\FORMS\PAYMENT VOUCHER2.DOT

DEC 17 [illegible]

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES
EXPENDITURE APPROVAL REQUEST

Region: SRO Number:

Contract #: 51ZX8S

Agency: Devereux
Program Address: [redacted]

Program #: GH750 Service Code: GHSN
Contract Administrator: Jason Wurst

CHECK ALL CATEGORIES THAT ARE APPLICABLE		CURRENT FISCAL YEAR REQUESTED $ AMT.
	NEW PROGRAM/CONTRACT	
	EXPAND EXISTING PROGRAM	
	START-UP/EQUIPMENT	
	DEVELOPMENT COSTS	
	CHANGE IN PAYMENT RATE	
	CHANGE IN LEVEL OF SERVICE	
	CHANGE IN STAFFING/SALARY	
	CHANGE IN NON-SALARY	
X	OTHER	2,700
	TOTAL ANTICIPATED EXPENDITURE	$2,700
	REQUESTED CHANGE	$2,700

Proposed Service Start Date: _____

	CURRENT FY	ANNUALIZED COST
COST ESTIMATE	$2,700	

IDENTIFY PERSON(S), DOB AND MIS #

JUSTIFICATION FOR REQUESTED FUNDS
CHECK HERE IF EMERGENCY ☐

Request the release of the final 10% payment for the roof repairs, flooring and duct work that is 100% complete with good workmanship. The agency was approved $27,000 in December 2007 to address the Major Maintenance High Priority repairs.
In December 2007, they received the initial 90% payment in the amount of $24,300. Final 10% payment now needed to settle out the invoices with the contractor who completed the repairs.

FUNDING SOURCE: (ALL CHANGES)

Requested by/ Position: Rachquel Clark, PDS-1 Date: 6/5/2008
Regional Administrator: Date:
Contract Supervisor Date:

APPROVALS:
RAD Date:
Assitant Commision (>$100,000 and/or POC) Date:
Budget Office Date:

STATE OF NEW JERSEY
PAYMENT VOUCHER
(VENDOR INVOICE)

PO# PV

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG PER.	FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	(C) TOTAL AMOUNT
			[redacted]	$2,700.00

(D) PAYEE NAME AND ADDRESS
Devereux Foundation
2012 Renaissance Blvd.
King of Prussia, PA 19406

(E) SEND COMPLETED FORM TO:
DHS/DDD
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, NJ 08043
Attn: Rachquel Clark, Program Developer

(F) PAYEE DECLARATIONS
CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS been GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ Carole Cruce
PAYEE SIGNATURE
DAS
PAYEE TITLE
6/1/09
BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	10% Major Maintenance: GH750 [redacted] Agency paid 90% pymt $24,300 in 12/07				2700
				TOTAL	

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein

Signature

Title Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved

Authorized Signature

Title Date

[redacted]

Attached signed vouchers in agency Red files for Capital funding; however, no other documents in agency green file to cross reference the request.

Rachael Court
PDS I
2/6/09

[redacted]

State of New Jersey

Department of Human Services
Division of Developmental Disabilities

Community Services · Southern Region

JAMES E. MCGREEVEY
Governor

JAMES W. SMITH
Acting Commissioner

Robert C. Lowe, II
Assistant Division Director

Charlotte O'Neill
Regional Administrator

January 22, 2002

Peter A. Sorge
Devereux Foundation
901 Mantua Pike
Woodbury, NJ 08096

Dear Peter:

Enclosed are copies of signed 90% invoices, one for bathroom repairs at [redacted] and one for bathroom repairs at [redacted]. These copies are for your files.

Please let me know if I can be of further assistance.

Sincerely,

Alix Schwartz
Program Development Specialist

Encl.

PAYMENT VOUCHER
(VENDOR INVOICE)

PO #

PV DATE

TC	AGY	NUMBER	TC	AGY	NUMBER	ACTG PER.	FY

PP START MO	PP START DY	PP START YR	SCHED PAY MO	SCHED PAY DY	SCHED PAY YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE - SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)	(C) TOTAL AMOUNT
					$7,920.00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
950 Haverford Rd Suite 200
Bryn Mawr, PA 19010
ATTN: Russ Blewitt or Kathy Sharpless

(E) SEND COMPLETED FORM TO:

DDS
222 S. Warren St.
Trenton, NJ 086

(F) PAYEE DECLARATIONS

I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

Maureen P. Waid
PAYEE SIGNATURE

State Executive Director 12-17-01
PAYEE TITLE BILLING DATE

LINE NO	REFERENCE CD	REFERENCE AGY	REFERENCE NUMBER	REFERENCE LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-O&J	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	[redacted]				
	90% payment for major maintenance (bathroom) at the above program				$7,920.00
				TOTAL	$7,920.00

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.

X [signature]
Signature

Title Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just and payment is approved

Authorized Signature

Title Date rec'd 1/18/02

V 8/93

STATE OF NEW JERSEY
~~PAYMENT VOUCHER~~
(VENDOR INVOICE)

PO #

PV DATE

TC	AGY	NUMBER	TC	AGY	NUMBER	PER.

PP START MO	PP START DY	PP START YR	SCHED PAY MO	SCHED PAY DY	SCHED PAY YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390611 09

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)	(C) TOTAL AMOUNT
					$ 880 00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
950 Haverford Rd. Suite 200
Bryn Mawr, PA 19010
ATTN: Russ Bleakly or Kathy Wharpole

(E) SEND COMPLETED FORM TO:

DHS
PO Box 700
Trenton, NJ 08625

(F) PAYEE DECLARATIONS

I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

Peter Aforgan
PAYEE SIGNATURE

Asst. Ex. Dir.
PAYEE TITLE

8/6/02
BILLING DATE

LINE NO	REFERENCE CD	REFERENCE AGY	REFERENCE NUMBER	REFERENCE LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1	561	054	7600		001	LLL	7110				
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	IO	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	[redacted] 10% final payment for bathroom renos. AO 75006004029				$ 880.00
				TOTAL	$ 880.00

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated hereon.

X Terri Wilson
Signature

Deputy Comm
Title

8-23-02
Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just and payment is approved.

Authorized Signature

Title

Date

1 6/93

Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey

Municipality: Deptford Township | County: Gloucester

Sponsor: N/A | Developer: The Devereux Foundation

Block: 120 Lot: 3 | Street Address: 637 Tanyard Rd.

Facility Name: Tanyard - License #GH750

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project : N/A

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____ Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Amount $_____ Program_____
- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households	4
Low-income clients/households	_____
Moderate-income clients/households	_____
Market-income clients/households	_____

Section 4: For permanent supportive housing: N/A

Total # of units _____, including:

# of very low-income units	_____
# of low-income units	_____
# of moderate-income units	_____
# of market-income units	_____

Section 5: OWNED BY DEVEREUX

Length of Controls: _____ years

Effective Date of Controls: _____

Expiration Date of Controls: _____

Average Length of Stay: _____ months (transitional facilities only)

Section 6:

- ■ CO Date: 5/29/1997

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☐ Other _____

Initial License Date: 12/4/1997

Current License Date: 1/1/2021

Section 7:

Has the project received project-based rental assistance? ☐ Yes ☑ No; Length of commitment: _____years

Other operating subsidy sources: _____; Length of commitment: _____years

Is the subsidy renewable? ☐ Yes ☐ No

Section 8: The following verification is attached:

- ☑ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ☐ No

Population Served (describe): Individuals with Developmental Disabilities

Age-restricted? ☐ Yes ☑ No

Accessible (in accordance with NJ Barrier Free Subcode)? ☐ Yes ☐ No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☑ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's xecutive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Renee' Mariano, Director of Facilities, The Devereux Foundation NJ — 8/9/2021

Project Administrator — Date

Certified by: _____ — _____

Municipal Housing Liaison — Date

DB2760-P059

0[illegible]525

Deed

This Deed is made on MAY 29 1997
BETWEEN CHARLES C. WHITE and DOLORES WHITE

whose post office address is 415 Poplar Avenue, Woodbury Heights, N.J. 08097

referred to as the Grantor,
AND THE DEVEREUX FOUNDATION

whose post office address is 390 E. Boot Rd, West Chester, PA. 19380

referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of ONE HUNDRED TWENTY EIGHT THOUSAND DOLLARS ($128,000.00)
The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Deptford
Block No. 120 Lot No. 3 Account No.
☐ No property tax identification number is available on the date of this Deed. (Check box if applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in the Township of Deptford
County of Gloucester and State of New Jersey. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof (check box if applicable).

BEING the same land and premises which became vested in Charles C. White and Dolores White, his wife by deed from Mildred Kling, Executrix under the will of William J. Tomosky, deceased, dated 3/28/95 and recorded in the Office of the Clerk of Gloucester County on 3/31/95 in Book 2520 of Deeds, Page 184.

Prepared by: (print signer's name below signature)

Dolores White

(For Recorder's Use Only)

Consideration : $ 128000.00 Exempt Code: S

County	State	M.P.M.R.F	Total
128.13	319.87	8.00	448.00

Suzanne Date: 06/02/1997

107PD - Deed - Warranty
With Statutory Covenants - Ind. or Corp.
Plain Language 9008-1

©1995 by ALL-STATE Legal, a Division of ALL-STATE® International, Inc.
(908) 272-0900

SCHEDULE C
(Legal Description)

Commitment No.: 65319994

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the TOWNSHIP of DEPTFORD, County of GLOUCESTER, State of NEW JERSEY:

BEGINNING at a point in the Southwesterly line of Egg Harbor Road (50 feet wide) at the division line between Lots 1 and 3, Block 120, Tax Map, said point being distant 320.00 feet Southeastwardly from the former Southeasterly line of Woodbury Lake Road (50 feet wide), said beginning point also being 519.69 feet Southeastwardly from the intersection of the center line of Division Street (50 feet wide) with the extended Southwesterly line of Egg Harbor Road;

thence (1) South 20 degrees 26 minutes East along the Southwesterly line of Egg Harbor Road 90.00 feet to a point at the division line between Lots 3 and 9, Block 120, Tax Map, said point being 158.97 feet Northwestwardly from the intersection of the extension of the Northwesterly line of Maple Road (50 feet wide) with the Southwesterly line of Egg Harbor Road;

thence (2) South 69 degrees 34 minutes West along the last mentioned division line 150.00 feet to a point in the Northeasterly line of Lot 10, Block 120, Tax Map;

thence (3) North 20 degrees 26 minutes West along the Northeasterly line of Lots 10 and 11, Block 120, Tax Map, and the Northeasterly line of lands of the New Jersey Turnpike Authority, 90.00 feet to a point at the division line between Lots 1 and 3, Block 120, Tax Map;

thence (4) North 69 degrees 34 minutes East along the last mentioned division line 150.00 feet to the point and place of BEGINNING.

BEING Lot 3, Block 120, on Plate 8.01 of the Township of Deptford Tax Map.

BEING known as No. 637 Egg Harbor Road.

The street address of the Property is: 637 Tanyard Road

4. Promises by Grantor. The Grantor's promises are listed below. Each promise is expressed in the language of a New Jersey law (with a reference to the law) and is followed by an explanation in plain language. The Grantor promises that:

a. the Grantor is lawfully seized of the said land (N.J.S.A. 46:4-3) - the Grantor is the legal owner;
b. the Grantor has the right to convey the said land to the Grantee (N.J.S.A. 46:4-4) - the Grantor has the right to convey (sell) this Property;
c. the Grantee shall have quiet possession of the land free from all encumbrances (N.J.S.A. 46:4-5) - the Grantee will not be disturbed by others with claims against this Property and the Property is free of all encumbrances;
d. the Grantor will warrant generally the Property hereby conveyed (N.J.S.A. 46:4-7) - the Grantor guarantees the Grantee's ownership of the Property; and
e. the Grantor will execute such further assurances of the said land as may be requisite (N.J.S.A. 46:4-10) - the Grantor will comply with the Grantee's reasonable requests to correct any title defect.

5. Who Is Bound. The promises made in this Deed are legally binding upon the Grantor and all who lawfully succeed to the Grantor's rights and responsibilities. These promises can be enforced by the Grantee and all future owners of the Property.

6. Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed. (Print name below signature).

Witnessed or Attested by:

Marcia A Coles

Charles C. White (Seal)
CHARLES C. WHITE

Dolores White (Seal)
DOLORES WHITE

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER SS.:
I CERTIFY that on MAY 29 1997

CHARLES C. WHITE and DOLORES WHITE, h/w
personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of this Deed;
(b) executed this Deed as his or her own act; and,

(c) made this Deed for $ 128,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

In compliance with the statute I have presented an abstract of the within to the assessor of the taxing district therein mentioned.

JOSEPH J. HOFFMAN
COUNTY CLERK

Marcia A Coles
(Print name and title below signature)
MARCIA A. COLES
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT 3, 1999

STATE OF NEW JERSEY, COUNTY OF SS.:
I CERTIFY that on

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached Deed;
(b) was authorized to and did execute this Deed as of the entity named in this Deed;

(c) made this Deed for $ as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.); and
(d) executed this Deed as the act of the entity.

(Print name and title below signature)

RECORD AND RETURN TO:

97 JUN -2 AM 11:58

97 14973

RECORDED
GLOUCESTER COUNTY

Consideration : $ 128000.00 Exempt Code: S

County	State	N.P.N.R.F	Total
128.13	319.87	0.00	448.00

Surrance Date: 06/02/1997

107PD - Deed - Warranty
With Statutory Covenants - Ind. or Corp.
Plain Language 8605-1

[redacted]

Attached signed vouchers in agency Red files for Capital funding; however, no other documents in agency green file to cross reference the request.

Rachael Clark
PDS-1
2/6/09

State of New Jersey

Department of Human Services
Division of Developmental Disabilities

Community Services · Southern Region

JAMES E. MCGREEVEY
Governor

JAMES W. SMITH
Acting Commissioner

Robert C. Lowe, II
Assistant Division Director

Charlotte O'Neill
Regional Administrator

January 22, 2002

Peter A. Sorge
Devereux Foundation
901 Mantua Pike
Woodbury, NJ 08096

Dear Peter:

Enclosed are copies of signed 90% invoices, one for bathroom repairs at GH #754 [redacted] and one for bathroom repairs at [redacted] GH #750. These copies are for your files.

Please let me know if I can be of further assistance.

Sincerely,

Alix Schwartz
Program Development Specialist

Encl.

STATE OF NEW JERSEY
PAYMENT VOUCHER
(VENDOR INVOICE) OIT

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG PER	FY

PO # | PV DATE

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-13906 18

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)	(C) TOTAL AMOUNT
					$8,347.50

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
950 Haverford Rd, Suite 200
Bryn Mawr, PA 19010
Attn: Russ Blakely or Kathy Whipple

(E) SEND COMPLETED FORM TO:

DHS
222 S. Warren St.
Trenton, NJ 0862

(F) PAYEE DECLARATIONS

I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

Maureen F. Walsh
PAYEE SIGNATURE

State Executive Director 12-14-01
PAYEE TITLE BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	OT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	[redacted] Group Home				$8,347.50
	90% payment for major maintenance (bathroom) at the above program				

TOTAL $8,347.50

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.

X [signature]
Signature

Title Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.

Authorized Signature paid 1/15/02

Title Date

6/99

STATE OF NEW JERSEY

PAYMENT VOUCHER
(VENDOR INVOICE)

PC # | PV DATE

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG PER.	FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)	(C) TOTAL AMOUNT
					$ 927.50

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
950 Haverford Rd. Suite 200
Bryn Mawr, PA 19010
ATTN: Russ Bleakly or Kathy Whapole

(E) SEND COMPLETED FORM TO:

DHS
PO Box 700
Trenton, NJ 08625

(F) PAYEE DECLARATIONS

I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

Pat Alog — PAYEE SIGNATURE

Asst. Ex. Dir — PAYEE TITLE

8/6/02 — BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1	561	054	7600		001	LLL	7110				
2											
3											

	RPT CT	BS ACT	OT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	[redacted] GH 10% final payment for bathroom renos. AO 7500600402 8				$927.50
				TOTAL	$ 927.50

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.

X Terri Wilson — Signature

Deputy Comm. — Title

8-23-02 — Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.

Authorized Signature

Title

Date

Doc 4

[redacted]

Budget log indicates attached GH750 package for $7,263 was approved 6/25/08 as B1 # 740245.

No signed documents received back for Development Rod files so unable to attach sign documents for this request

Rackquel Clark
PDS-1
2/6/09

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES

ANNEX A – PROJECT SUMMARY

1. This Agreement commences on and expires on

2. Legal Name of Agency:

Devereux Foundation

3 Agency Address (Including P.O. Box, City, State, Zip Code, County)

286 Mantua Grove Rd., Bldg # 4
Paulsboro, New Jersey 08066
Gloucester County

4. Date of Agency Incorporation: January 3, 1938

5 Federal I.D Number: 23-1390618

6. Project Location (Street, Address, City, State, County):

7. Project Scope:

_____ Purchase	_____ Land	_____ Existing Building(s)
__X__ Renovation	_____ Expansion of Existing Facility	
_____ New Construction	_____ Equipment	

8. The Project Period Commences on and expires on _____

9. Project Director:

Name: Michael Wilder
Address: 286 Mantua Grove Rd Bldg #4
Paulsboro, New Jersey 08066
Phone: (856) 599-6412

10. Agency Officer authorized to sign this and other documents:

Name: Carole Cirucci
Address: 286 Mantua Grove Rd Bldg #4
Paulsboro, New Jersey 08066
Phone: (856) 599-6429

11 Person to who notices shall be directed:

a) Agency

Name: Michael Wilder
Address: 286 Mantua Grove Rd Bldg #4
Bridgeton, New Jersey 08302

Phone: (856) 599-6412

b) Department

Name. Rachquel Clark, PDS
Address. 2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, New Jersey 08043
(856) 770-5939

JUN 17 2008

ANNEX B: PROJECT BUDGET

1. Legal Name of Agency: Devereux Foundation

2. Project Location (Street Address, City, and State):

3 Name and Address of Contractor:

Oakland Remodeling Co
3140 Vine Road
Vineland, NJ 08360

4 Project Total: $ 7,263 00 Agreement Ceiling: $ 7,263.00

5 Scope of Work Covered by Agreement: (Attach copies of the bids)

see attached list with copy of bids

Remove sidewalk and slope grade from house. Extend leaders away from house

Wire brush wall coating & recoat w/Drylock. Patch exterior foundation "parging"

Replace carpet with vinyl throughout the entire house (cost reduced by $8500 which was previously funded

PROMISSORY NOTE

$ 7,263 00 June 9, 2008

In accordance with the terms of a Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated _____

Devereux Foundation

promises to pay on demand to the order of the STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES: Seven Thousand Two Hunderd & Sixty-Three ($ 7,263.00) dollars, payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625.

BY: _____ L.S.
Authorized Agency Representative

NAME Robert C Dunne

TITLE Sr VP + CFO

AGENCY Devereux Foundation

ADDRESS: 444 Devereux Drive

Villanova, PA 19085

Notarized by:

See attached

Date: 6/10/08

Commonwealth of Pennsylvania)
) ss:
County of Montgomery)

On this, the 10th day of June, 2008, before me, a notary public, the undersigned officer, personally appeared Robert C. Dunne, who acknowledged himself to be the Sr. VP & CFO of the Devereux Foundation, a corporation, and that he as such Sr. VP & CFO, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen Downey, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Jan. 18, 2012
Member, Pennsylvania Association of Notaries

Kathleen Downey
Notary Public

6/10/08
Date

STATE OF NEW JERSEY
PAYMENT VOUCHER

(VENDOR INVOICE)

PO# PV

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG PER.	FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE: SEE INSTRUCTIONS [redacted]	(C) TOTAL AMOUNT
					$6,537.00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
2012 Renaissance Blvd.
King of Prussia, PA 19406

(E) SEND COMPLETED FORM TO:

DHS/DDD
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, NJ 08043
Attn: Rachquel Clark, Program Developer

(F) PAYEE DECLARATIONS

CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ PAYEE SIGNATURE

Program Director — PAYEE TITLE

6/18/08 — BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	90% Major Maintenance: renovations [redacted]				6537
				TOTAL	

CERTIFICATION BY RECEIVING AGENCY. I certify that the above articles have been received or services rendered as stated herein.

Signature

Title Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.

Authorized Signature

Title Date

STATE OF NEW JERSEY
PAYMENT VOUCHER

(VENDOR INVOICE)

P()# PV

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG PER.	FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	[redacted]	(C) TOTAL AMOUNT
					$726.00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
2012 Renaissance Blvd.
King of Prussia, PA 19406

(E) SEND COMPLETED FORM TO:

DHS/DDD
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, NJ 08043
Attn: Rachquel Clark, Program Developer

(F) PAYEE DECLARATIONS

CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ Connie Crucci
PAYEE SIGNATURE

Finance Director
PAYEE TITLE

6/16/08
BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	10% Major Maintenance: renovations [redacted]				726
				TOTAL	

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.

Signature

Title Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved

Authorized Signature

Title Date

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES
EXPENDITURE APPROVAL REQUEST

Region: SRO Number:

Agency: Devereux Contract #: 51ZX8S

Program Address: [redacted]

Program #: GH750 Service Code: GHSN

Contract Administrator: Jason Wurst

CHECK ALL CATEGORIES THAT ARE APPLICABLE		CURRENT FISCAL YEAR REQUESTED $ AMT.
	NEW PROGRAM/CONTRACT	
	EXPAND EXISTING PROGRAM	
	START-UP/EQUIPMENT	
	DEVELOPMENT COSTS	
	CHANGE IN PAYMENT RATE	
	CHANGE IN LEVEL OF SERVICE	
	CHANGE IN STAFFING/SALARY	
	CHANGE IN NON-SALARY	
X	OTHER	7,263
	TOTAL ANTICIPATED EXPENDITURE	$7,263
	REQUESTED CHANGE	$7,263

Proposed Service Start Date: _____

	CURRENT FY	ANNUALIZED COST
COST ESTIMATE	$7,263	

IDENTIFY PERSON(S), DOB AND MIS #

JUSTIFICATION FOR REQUESTED FUNDS.

CHECK HERE IF EMERGENCY ☐

Agency request $7,263 to cover the cost or repairing the sidewalk and slope grade from the home to remove standing water hazards. Also needed to have drylock coating done around the exterior of the home to remove ongoing water problems near the home foundation. Finally, the existing carpets throughout the home are heavily damaged and being removed to have commeical vinyl flooring installed.
Agency secured three bids from DCA registered contractors and the lowest bidder was selected.

FUNDING SOURCE: (ALL CHANGES)

Requested by/ Position: Rachquel Clark, PDS-1 Date 6/19/2008

Regional Administrator Date

Contract Supervisor Date

APPROVALS:

RAD Date

Assitant Commision (>$100,000 and/or POC) Date

Budget Office Date

STATE OF NEW JERSEY – DEPARTMENT OF HUMAN SERVICES
STANDARD LANGUAGE
CAPITAL FUNDING AGREEMENT FOR RENOVATION, REMODELING, EXTENSION OR OTHER IMPROVEMENTS TO AGENCY-OWNED OR LEASED COMMUNITY FACILITIES

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IV SERVICE CONTRACT 5

AGREEMENT SIGNATURES AND DATE

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement as set forth in Article I through Article X above.

By:_____
Assistant Commissioner, Div. of Developmental Disabilities
Department of Human Services, State of New Jersey

By: _____ L.S.
Authorized Agency Representative

NAME. Robert C Devine

TITLE: Sr VP + CFO

AGENCY. Devereux Foundation

ADDRESS: 444 Devereux Drive

Villanova, PA 19085

_____

AGREEMENT DATED:

_____

Janyard

DEPARTMENT OF HUMAN SERVICES

DIVISION OF DEVELOPMENTAL DISABILITIES

INTEROFFICE MEMORANDUM

Date: December 4, 2007

To: Faiz Ali, Administrative Analyst I

From: Thomas J. Cody, Jr. Administrative Analyst I

RE: **DDD Community Capital Project Renovations Payment – Funded from DCA**

The DDD Housing and Resource Development Unit is submitting the following community capital renovation project for reimbursement in the amount of **$27,000.00**.

- ***Devereux NJ – GH0750***

Attached is the material necessary for you to process the payment for these projects. This material consists of the following:

- Form Budget - 1
- Capital Funding Agreement and
- Invoice signed and completed by provider agency for 100% payment at this time time

Thank you for your assistance and cooperation in this matter.

Any questions please contact me at 609-987-0938

Attachments

Cc: Thomas Kuchler
Tim Appert
[redacted]

See attached voucher. Agency only paid 90% pymt.

[redacted]

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES

ANNEX A – PROJECT SUMMARY

1. This Agreement commences on 12/5/07 and expires on 12/4/2027

2. Legal Name of Agency:

   Devereux Foundation

3. Agency Address (Including P.O. Box, City, State, Zip Code, County):

   286 Mantua Grove Road, Bldg # 4
   Paulsboro, New Jersey 08066
   Gloucester County

4. Date of Agency Incorporation: January 3, 1938

5. Federal I.D. Number: 23-1390618

6. Project Location (Street, Address, City, State, County)

   [redacted]

7. Project Scope:

   _____ Purchase _____ Land _____ Existing Building(s)
   __X__ Renovation _____ Expansion of Existing Facility
   _____ New Construction _____ Equipment

8. The Project Period Commences on and expires on _____

9. Project Director:

   Name: Dawn Goldy
   Address: 992 Route 45, Unit 108
   Woodbury Heights, NJ 08097
   Phone: (856) 686-0404

10. Agency Officer authorized to sign this and other documents:

    Name: Carole Cirucci
    Address: 286 Mantua Grove Rd Bldg #4
    Paulsboro, New Jersey 08066
    Phone (856) 599-6429

11. Person to who notices shall be directed.
    a) Agency

    Name: Robert Nass
    Address: 286 Mantua Grove Rd bldg #4
    Paulsboro, New Jersey 08066

    Phone (856) 599-6427

    b) Department

    Name: Rachquel Clark, PDS
    Address: 2 Echelon Plaze
    221 Laurel Rd, Suite 210
    Voorhees, New Jersey 08043
    (856) 770-5939

JUN 08 2007

ANNEX B: PROJECT BUDGET

1. Legal Name of Agency: Devereux Foundation

2. Project Location (Street Address, City, and State):

3. Name and Address of Contractor:

See attached

4. Project Total: $27,000.00 Agreement Ceiling: $27,000.00

5. Scope of Work Covered by Agreement: (Attach copies of the bids)

see attached list with copy of bids

PROMISSORY NOTE

$ 27,000.00 May 18, 2007

In accordance with the terms of a Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated 12/2.0/20 01

Devereux Foundation

promises to pay on demand to the order of the STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES: Twenty Seven Thousand ($ 27,000.00) dollars, payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625

BY: _____ L.S.
Authorized Agency Representative

NAME: ~~Carole Citrael~~ ROBERT C. DUNNE MARIANNE McGUIRE

TITLE: ~~State Finance Director~~ VP - FINANCE SR VP & CFO

AGENCY. Devereux Foundation

ADDRESS: ~~286 Mantua Grove Rd. Bldg #4~~ 444 DEVEREUX DRIVE
~~Paulsboro, New Jersey 08066~~ VILLANOVA PA 19085

Commonwealth of Pennsylvania } ss:
County of Montgomery
Notarized by:

Kathleen Downey

Date: 6/6/07

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen Downey, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Jan. 16, 2008
Member, Pennsylvania Association Of Notaries

STATE OF NEW JERSEY
PAYMENT VOUCHER

(VENDOR INVOICE)

PO# PV

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG. PER.	FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	[redacted]	(C) TOTAL AMOUNT
					$24,300.00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
2012 Renaissance Blvd.
King of Prussia, PA 19406

(E) SEND COMPLETED FORM TO:

DHS/DDD
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, NJ 08043
Attn: Rachquel Clark, Program Developer

(F) PAYEE DECLARATIONS

CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ PAYEE SIGNATURE

DAS — PAYEE TITLE

12/1/07 — BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					DCA-MM
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	90% Major Maintenance: [redacted]				24300
				TOTAL	

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.

Signature

AAI — Title

12/5/07 — Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved

Authorized Signature

Title

Date

E:\FORMS\PAYMENT VOUCHER2.DOT

DEC 17

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES
EXPENDITURE APPROVAL REQUEST

Region: SRO
Number:
Contract #: 51ZX8S

Agency: Devereux
Program Address: [redacted]

Program #: GH750 Service Code: GHSN
Contract Administrator: Jason Wurst

CHECK ALL CATEGORIES THAT ARE APPLICABLE		CURRENT FISCAL YEAR REQUESTED $ AMT.
	NEW PROGRAM/CONTRACT	
	EXPAND EXISTING PROGRAM	
	START-UP/EQUIPMENT	
	DEVELOPMENT COSTS	
	CHANGE IN PAYMENT RATE	
	CHANGE IN LEVEL OF SERVICE	
	CHANGE IN STAFFING/SALARY	
	CHANGE IN NON-SALARY	
X	OTHER	2,700
	TOTAL ANTICIPATED EXPENDITURE	$2,700
	REQUESTED CHANGE	$2,700

Proposed Service Start Date: _____

	CURRENT FY	ANNUALIZED COST
COST ESTIMATE	$2,700	

IDENTIFY PERSON(S), DOB AND MIS #

JUSTIFICATION FOR REQUESTED FUNDS
CHECK HERE IF EMERGENCY ☐

Request the release of the final 10% payment for the roof repairs, flooring and duct work that is 100% complete with good workmanship. The agency was approved $27,000 in December 2007 to address the Major Maintenance High Priority repairs.
In December 2007, they received the initial 90% payment in the amount of $24,300. Final 10% payment now needed to settle out the invoices with the contractor who completed the repairs.

FUNDING SOURCE: (ALL CHANGES)

Requested by/ Position: Rachquel Clark, PDS-1 Date: 6/5/2008
Regional Administrator: Date:
Contract Supervisor Date:

APPROVALS:
RAD Date:
Assitant Commision (>$100,000 and/or POC) Date:
Budget Office Date:

FORM BUDGET-1 (November 2007)

STATE OF NEW JERSEY
PAYMENT VOUCHER

(VENDOR INVOICE)

PO# PV

DOCUMENT TC	AGY	NUMBER	BATCH TC	AGY	NUMBER	ACTG PER.	FY

PP START MO	DY	YR	SCHED PAY MO	DY	YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	(C) TOTAL AMOUNT
			[redacted]	$2,700.00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
2012 Renaissance Blvd.
King of Prussia, PA 19406

(E) SEND COMPLETED FORM TO:

DHS/DDD
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, NJ 08043
Attn: Rachquel Clark, Program Developer

(F) PAYEE DECLARATIONS

CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ Carole Prince
PAYEE SIGNATURE

DAS
PAYEE TITLE

6/5/09
BILLING DATE

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	10% Major Maintenance: GH750 [redacted] Agency paid 90% pymt $24,300 in 12/07				2700
				TOTAL	

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein

Signature

Title Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved

Authorized Signature

Title Date

[redacted]

Attached signed vouchers in agency Red files for Capital funding; however, no other documents in agency green file to Cross reference the request.

Rachael Court
PDS 1
2/6/09

[redacted]

State of New Jersey

Department of Human Services
Division of Developmental Disabilities

Community Services · Southern Region

JAMES E. MCGREEVEY
Governor

JAMES W SMITH
Acting Commissioner

Robert C. Lowe, II
Assistant Division Director

Charlotte O'Neill
Regional Administrator

January 22, 2002

Peter A. Sorge
Devereux Foundation
901 Mantua Pike
Woodbury, NJ 08096

Dear Peter:

Enclosed are copies of signed 90% invoices, one for bathroom repairs at [redacted] and one for bathroom repairs at [redacted] These copies are for your files.

Please let me know if I can be of further assistance.

Sincerely,

Alix Schwartz
Program Development Specialist

Encl.

PAYMENT VOUCHER
(VENDOR INVOICE)

PO # | PV DATE

TC	AGY	NUMBER	TC	AGY	NUMBER	BATCH	ACCTG PER.	FY

PP START MO	PP START DY	PP START YR	SCHED PAY MO	SCHED PAY DY	SCHED PAY YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390618

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)	(C) TOTAL AMOUNT
					$ 7,920.00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
950 Haverford Rd. Suite 200
Bryn Mawr, PA 19010
ATTN: Russ Bleakley or Kathy Wharfield

(E) SEND COMPLETED FORM TO:

D+S
222 S. Warren St.
Canton, NJ 086

(F) PAYEE DECLARATIONS

I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

Maureen T. Waid
PAYEE SIGNATURE

State Executive Director
PAYEE TITLE

12-17-01
BILLING DATE

LINE NO	REFERENCE CD	REFERENCE AGY	REFERENCE NUMBER	REFERENCE LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	[redacted]				
	90% payment for major maintenance (bathroom) at the above program				$ 7,920.00

TOTAL $ 7,920.00

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.

X [signature]
Signature

Title

Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just and payment is approved

Authorized Signature

Title

Date rec'd 1/18/02

V 6/93

STATE OF NEW JERSEY
PAYMENT VOUCHER
(VENDOR INVOICE)

PO #

PV DATE

TC	AGY	NUMBER	TC	AGY	NUMBER	PER.

PP START MO	PP START DY	PP START YR	SCHED PAY MO	SCHED PAY DY	SCHED PAY YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER
											23-1390611 09

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)	(C) TOTAL AMOUNT
					$ 880 00

(D) PAYEE NAME AND ADDRESS

Devereux Foundation
950 Haverford Rd. Suite 200
Bryn Mawr, PA 19010
ATTN: Russ Bleakly or Kathy Wharpole

(E) SEND COMPLETED FORM TO:

DHS
PO Box 700
Trenton, NJ 08625

(F) PAYEE DECLARATIONS

I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

Peter A Jorgensen
PAYEE SIGNATURE

Asst. Ex. Dir
PAYEE TITLE

8/6/02
BILLING DATE

LINE NO	REFERENCE CD	REFERENCE AGY	REFERENCE NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1	561	054	7600		001	LLL	7110				
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	IO	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	[redacted] 10% final payment for bathroom renos. AO 75006004029				$ 880.00
				TOTAL	$ 880.00

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated hereon.

X Jessie Wilson
Signature

Deputy Comm
Title

8-23-02
Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just and payment is approved.

Authorized Signature

Title

Date

Parcel 2 DB3080-P163

Prepared by: _____
Signature

Robert G. Holston
Print Name

DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT shall run with the land and is granted by Pop Moylan Urban Redevelopment Co., LLC its successors and assigns (the "Owner") to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns (the "HMFA") and to income eligible members of the public as defined below. As conditioned below this Deed of Easement and Restrictive Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Deed of Easement and Restrictive Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, ("Tax Code")

WHEREAS, the Owner whose principal address is 100 Pop Moylan Blvd., Deptford, New Jersey has received a Low-Income Housing Tax Credit ("LIHTC") allocation in the amount of $304,276.00, from the HMFA, the designated LIHTC allocating agency for the State of New Jersey, for the taxable year ending December 31, 1999, for the qualified low-income occupancy building or buildings known as Nancy Elkis Seniors Housing which is located at

Municipal Tax Map Block No. 456, Lot No. 13

Street Address: Cooper Street & Pop Moylan Blvd.

Municipality: Deptford Township County: Gloucester

(the "Building"), which Building part of the qualified low-income housing project known as Nancy Elkis Seniors Housing, NJ GA #96-4732-00 (the "Project"), and title to which has been recorded in the County Clerk or Register's Office in Deed Book No. 2250 at Page No. 202, being more fully described as set forth in Attachment A hereto.

WHEREAS, as a condition and in consideration of receipt of the LIHTC allocation the Owner covenants that it and all successors in interest to the Building and, as applicable, the Project, that said Building and Project (or applicable portion of the Project) shall comply with all terms of this Deed of Easement and Restrictive Covenant and this Deed of Easement

SCHEDULE A-4 LAND DESCRIPTION DB3080-P164 FILE NO. P-17805A

Exhibit A

ALL that certain land in the Township of Deptford, County of Gloucester and State of New Jersey described as follows:

BEGINNING at an iron re-bar at the Southeasterly end of the curve connecting the Northeasterly side line of Cooper Street (50.00 feet from the center line of said Cooper Street) and the Southeasterly side line of Pop Moylan Boulevard (50 feet wide), said connecting curve having a radius of 30.00 feet;

thence (1) along the Northeasterly side line of Cooper Street (parallel with the center line and 50.00 feet therefrom) South 59 degrees 03 minutes 00 seconds East 200.00 feet to an iron re-bar at an angle point therein;

thence (2) continuing along the Northeasterly side line of Cooper Street South 47 degrees 44 minutes 24 seconds East 81.58 feet to an iron re-bar at an angle point therein;

thence (3) continuing along the Northeasterly side line of Cooper Street (parallel with the center line and 34.00 feet therefrom) South 59 degrees 03 minutes 00 seconds East 59.92 feet to an iron re-bar corner to lands now or formerly of Herbert A. Budd, Jr., formerly Clifford S. and Christine A. Merriel;

thence (4) along the Northwesterly line of lands now or formerly of Herbert A. Budd, Jr., North 30 degrees 57 minutes 00 seconds East 314.34 feet to an iron re-bar corner to lands now or formerly of the Housing Authority of Gloucester County;

thence (5) along the Southwesterly line of lands now or formerly of the Housing Authority of Gloucester County North 59 degrees 03 minutes 00 seconds West 329.72 feet to an iron re-bar in the Southeasterly side line of Pop Moylan Boulevard;

thence (6) along the Southeasterly side line of Pop Moylan Boulevard South 39 degrees 32 minutes 22 seconds West 266.85 feet to an iron re-bar at the Northeasterly end of the aforementioned connecting curve;

thence (7) Southwestwardly, Southwardly and Southeastwardly along said connecting curve, curving to the left, having a radius of 30.00 feet, an arc distance of 51.62 feet to the place of beginning.

BEING part of Lot 13, Block 456, Plate 8 of the Tax Maps of the Township of Deptford.

"POLICY DOES NOT INSURE ACREAGE OR QUANTITY OF LAND"

165

ATTACHMENT C
Page 1 of 2

AGREEMENT NUMBER: 96-4732-00

PROGRAM: Neighborhood Preservation Balanced Housing

GRANTEE: Township of Deptford

PROJECT INFORMATION AND SPECIFICATIONS

1. The Municipality shall enter into a Contract with the Sponsor/Developer, known as the Housing Authority of Gloucester County to provide up to $777,665 of Balanced Housing Funds for developing the project, known as Deptford Senior Citizen Park, which is further identified on the Project Map and appended to this Agreement as Exhibit I.

This separate Sponsor/Developer contract shall be subject to the review and approval of the Division of Housing and Community Resources and shall include, but not be limited to, the following terms and conditions:

A. The Sponsor/Developer agrees to create 80 new affordable housing units at the following sizes and rents:

No of Units	No of BRs	Sq.Ft.	Annual/Monthly Rent
180	1	600	$5,700/$475

Utilities shall be provided as follows:

	Landlord Pays	Tenant Pays	N/A
Heat (gas)	X		
Hot water (gas)	X		
Water	X		
Sewer	X		
Electricity		X	
Cooking Gas		X	
Trash	X		

B. The Sponsor/Developer shall execute a note in the amount of $777,665 and mortgage in favor of the Department. The note shall include the funds transferred to the Affordable Housing Management Service as referenced in paragraph 3. of this Attachment. The terms and conditions of the note and mortgage shall be subject to the review and approval of the Division of Housing and Community Resources

and Restrictive Covenant shall constitute the Agreement between the Owner and HMFA required by Section 42(h)(6) of the Tax Code to extend the use of the Building for low-income occupancy for a period of 15 years, or more as specified in paragraph 3 below, beyond the initial 15 year compliance period, except that during said period of extended use this Deed of Easement and Restrictive Covenant shall terminate in accordance with Section 42 (h)(6)(E) on the date the Building is acquired by foreclosure (or instrument in lieu of foreclosure); or shall terminate on the last day of the one-year period beginning on the date after the 14th year of the initial compliance period that the Owner submits a written request to the HMFA to find a person to acquire the Owner's interest in the low-income portion of the Building, but shall terminate in such case only if the HMFA is unable to present during said one year period of time a qualified contract (as described in the Tax Code or Federal Regulations) for the acquisition of the low-income portion of the Building by any person who will continue to operate such portion as a qualified low-income Building; and

WHEREAS, the terms of the extended commitment for low-income occupancy of the Building shall be as set forth in this Deed of Easement and Restrictive Covenant.

NOW THEREFORE BE IT COVENANTED that the Owner and all successors in interest to the Building and Project (or applicable portion of the Project) as a condition of and in consideration for receipt of the LIHTC allocation from the HMFA shall be bound and restricted as follows:

1. The "applicable fraction," as that term is defined in Section 42(c)(1) of the Tax Code, of low-income units or floor space of low-income units for the Building is 100%.

2. The applicable fraction for the Building for each taxable year in the extended use period will not be less than the applicable fraction set forth in paragraph 1 above.

3. The extended use period for the Building shall be the period beginning on the first day in the initial 15 year compliance period on which the Building is part of a qualified low-income housing project and ending on the expiration of 15 years after the expiration the initial compliance period. The first day of the initial 15 year compliance period is November 20, 1997.

4 This Deed of Easement and Restrictive Covenant is binding on all successors in interest to the Building and Project (or applicable portion of the Project) and shall run with the land until the end of the extended use period, unless terminated prior to said date in accordance with all provisions of the Tax Code regarding premature termination including Section 42(h)(6)(E)(ii) prohibiting eviction of existing low-income tenants for three years after such premature termination.

5 This Deed of Easement and Restrictive Covenant is given in satisfaction of the requirements of the Tax Code and the terms of this Deed of Easement and Restrictive Covenant, including those set forth in the recitals, shall be interpreted, conditioned and supplemented in accordance with and by Section 42 of the Tax Code and Federal Regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Tax Code or Federal Regulations are expressed or referenced herein. In the event of a conflict between the terms of this deed of Easement and Restrictive Covenant and the Tax Code, the Tax Code shall govern.

6 This Deed of Easement and Restrictive Covenant shall constitute an agreement between the HMFA and the Owner and is enforceable in the courts of the State of New Jersey by the HMFA or by an individual or individuals whether prospective, present or former occupants of the Building, who meet the low-income eligibility standards applicable to the Building under Section 42(g) of the Tax Code, said individual(s) being beneficiaries of the agreement which is expressed herein between the HMFA and the Owner.

7 This Deed of Easement and Restrictive Covenant may be amended with the prior written approval of the HMFA to reflect changes in the Tax Code, the Federal Regulations and any Revenue Ruling promulgated thereunder. No amendment to this Deed of Easement and Restrictive Covenant may be made without the prior written approval of the HMFA. The Owner hereby expressly agrees to enter into all amendments hereto which, in the opinion of HMFA, are reasonably necessary or desirable for maintaining compliance under Section 42 of the Code.

8 The invalidity of any clauses, part or provision of this Deed of Easement and Restrictive Agreement shall not affect the validity of the remaining portions thereof.

Signatures: This Deed of Easement and Restrictive Covenant is granted by the undersigned whose duly authorized representative's signature appears below. If the undersigned is a corporation its corporate seal is affixed.

OWNER: Pop Moylan Urban Redevelopment Company, LLC.

By: _____
Gwendolyn Maddox
Assistant Secretary of PMURC, Inc.

By: _____
Managing Member: PMURC, Inc.
(Samuel V. Hudman, President)

ATTEST:

By: David Bruce
Assistant Secretary

OWNER:

By: Gloucester County Housing Development Corporation

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GLOUCESTER COUNTY HOUSING DEVELOPMENT CORPORATION
ACKNOWLEDGMENT

(NON-PROFIT CORPORATE FORM)

STATE OF NEW JERSEY:
SS.
COUNTY OF GLOUCESTER:

I CERTIFY that on December 21, 1999, David Bruce personally came before me acknowledged under oath, to my satisfaction, that:

(a) this person is the Assistant Secretary of the corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is James W. Reed, Vice-President of the corporation;

(c) this documents was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution at its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

David Bruce
David Bruce, Assistant Secretary

David Bruce
(Print name of attesting witness)

Signed and sworn to before me on the

21st day of DECEMBER,

1999

Eileen D. Giusti
Notary Public or Attorney at Law

EILEEN D. GIUSTI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 26, 2002

DB3080-P

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POP MOYLAN URBAN REDEVELOPMENT COMPANY, LLC

ACKNOWLEDGMENT

(L.L.C. CORPORATE FORM)

STATE OF NEW JERSEY:

SS:

COUNTY OF GLOUCESTER:

I CERTIFY that on December 21, 1999, Gwendolyn Maddox personally came before me acknowledged under oath, to my satisfaction, that:

(a) this person is the Assistant Secretary of the corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Samuel V. Hudman, President of PMURC, Inc. PMURC, Inc. is the Managing Member of Pop Moylan Urban Redevelopment Company, Inc.

(c) this documents was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution at its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Gwendolyn Maddox
Gwendolyn Maddox, Assistant Secretary

Gwendolyn Maddox
(Print name of attesting witness)

Signed and sworn to before me on the 21st day of DECEMBER, 1999.

Eileen D. Giusti
Notary Public or Attorney at Law

EILEEN D. GIUSTI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 26, 2002

AFTER RECORD, RETURN TO
PILGRIM TITLE AGENCY,
54 S. BROAD STREET
WOODBURY, NJ 08096

F:\BOB\LAGC\DEPT2\DOCUMENT\DEED.ELK

DB3080-P171

RECORDED
GLOUCESTER COUNTY
00 JAN 26 PM 3:07

00 02737

In compliance with the statute I have presented an abstract of the within to the assessor of the taxing district therein mentioned.
JAMES N. HOGAN
COUNTY CLERK

WILLIAM W. BAIN JR ■ Chairman
SCOTT H KINTZING ■ Treasurer
DANIEL REED ■ Commissioner

JOHN GIOVANNITTI ■ 1st Vice-Chairman
BRENDEN GAROZZO ■ Commissioner
KIMBERLY GOBER ■ Secretary-Executive

June 5, 2025

Brian Slaugh
Clarke Caton Hintz
100 Barrack Street
Trenton, NJ 08608

Re: Nancy Elkis Senior Housing

Dear Mr. Slaugh:

Please accept this correspondence as follow up to our discussion regarding the deed restrictions on Nancy J. Elkis Senior Housing (NJESH) located at 100 Pop Moylan Boulevard, in Deptford Township, NJ.

By way of background, NJESH was constructed with Low Income Housing Tax Credits (LIHTC), through the NJHMFA and was placed into service in 1997. The project is comprised of 80 one-bedroom age-restricted units, for low-income households. The owner, Pop Moylan Urban Redevelopment Company, LLC (PMURC), is required to maintain the deed restrictions for 30 years. PMURC is controlled by the Gloucester County Housing Development Corporation, which is a non-profit instrumentality of the Housing Authority of Gloucester County (HAGC).

While it is not currently the intention to refinance with LIHTC, it is the intention of the owner to continue to operate the property for low-income households which would qualify as COAH units for the municipality upon the expiration of the extended use period. The owner is exploring other financing options and plans to perform some modernization of the units. We are looking forward to working with Deptford Township on this mutually beneficial endeavor.

More recently, HAGC, Deptford Township, Rowan College of South Jersey (RCSJ), and Gloucester County entered into an agreement for HAGC to develop 24 income restricted units on the RCSJ campus for individuals with developmental and/or intellectual disabilities. Since this project is 100% affordable and special needs, the project will result in 48 COAH units toward Deptford Township's affordable housing obligations. I am proud to inform you this project is near completion with lease-up starting early Fall 2025.

Should you need anything further at this time regarding NJESH, please do not hesitate to contact me at 856-845-4959, ext. 218.

ADMINISTRATIVE OFFICE • 100 POP MOYLAN BOULEVARD • DEPTFORD, NJ 08096-1907 • 856/845-4959 FAX: 856/384-9044

EQUAL HOUSING OPPORTUNITY

Sincerely,

Kimberly Gober
Executive Director
Housing Authority of Gloucester County

cc: Donald Banks

ADMINISTRATIVE OFFICE • 100 POP MOYLAN BOULEVARD • DEPTFORD, NJ 08096-1907 • 856/845-4959 FAX: 856/384-9044

EQUAL HOUSING OPPORTUNITY

K. Affordable Housing Ordinance, Development Fee Ordinance

ORDINANCE OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE (UDO) TO MODIFY ARTICLE XII, AFFORDABLE HOUSING, TO IMPLEMENT N.J.A.C. 5:99 AND N.J.A.C. 5:80-26.1 ET SEQ. AS PROMULGATED IN THE NEW JERSEY REGISTER, TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY

WHEREAS, the New Jersey Supreme Court and New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA") that every municipality in New Jersey has an affirmative obligation to facilitate the provision of low and moderate income housing; and

WHEREAS, the Township Council of the Township of Deptford are desirous of ensuring the proper implementation of the Fair Housing Act and associated rules through the adoption of affordable housing regulations by the governing body; and

WHEREAS, the Township of Deptford desires to implement policies established by the New Jersey Legislature in P.L. 2024, c. 2 amending the Fair Housing Act to foster affordable housing opportunities for the production of dwellings and their occupancy by low and moderate income households.

WHEREAS, the Township Council of the Township of Deptford recognizes the need to amend the Affordable Housing Procedural and Eligibility Requirements to implement the Fourth Round Housing Element and Fair Share Plan; and

WHEREAS, the Township Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26; and

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Deptford, Gloucester County, New Jersey, as follows:

Section 1. §6, Definitions, shall be amended by modifying or adding the following definitions:

Adaptable - constructed in compliance with the technical design standards of the barrier-free subcode adopted by the Commissioner of Community Affairs pursuant to the "State Uniform Construction Code Act," P.L.1975, c. 217 N.J.S.A.52:27D-119 et seq.) and in accordance with the provisions of section 5 of P.L.2005, c. 350 N.J.S.A.52:27D-123.15).

Administrative Agent - the entity approved by Local Planning Services of DCA responsible for the administration of affordable units, in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

Affirmative Marketing - a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.16.

Affirmative Marketing Plan - the municipally adopted plan of strategies from which the administrative agent will choose to implement as part of the Affirmative Marketing requirements.

Affordability Assistance - the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner's association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code, pursuant to N.J.A.C. 5:99-2.5.

Affordability Average - an average of the percentage of regional median income at which restricted units in an affordable development are affordable to low- and moderate-income households.

Affordable - In the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

Affordable Housing Monitoring System or AHMS – DCA's cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

Affordable Housing Trust Fund (Municipal) - A separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing previously approved prior to March 20, 2024 (per P.L. 2024, c.2), barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter.

Affordable Housing Trust Fund (NJ) – *See* New Jersey Affordable Housing Trust Fund.

Agency - The New Jersey Housing and Mortgage Finance Agency as established in N.J.S.A. 55:14K-1 et seq.

COAH or the Council - The Council on Affordable Housing established in, but not of, DCA pursuant to the Act and that was abolished effective March 20, 2024, pursuant to N.J.S.A. 52:27D-304.1)

Compliance Certification - The certification obtained by a municipality pursuant to N.J.S.A.52:27D-304.1, that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round begins, which is also known as a "judgment of compliance" or "judgment of repose." The term "compliance certification" shall include a judgment of repose granted in an action filed pursuant to N.J.S.A.52:27D-313.

Construction - New construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act as codified in N.J.S.A. 52:27D-119 et seq.

DCA - The State of New Jersey Department of Community Affairs.

Development Fee - Money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and 40:55D-8.1 through -8.7 and N.J.A.C. 5:99-3.

Emergent Opportunity - A circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

Equity Share Amount - The product of the price differential and the equity share, with the equity share being the whole number of years that have elapsed since the last non-exempt sale of a restricted ownership unit, divided by 100, except that the equity share may not be less than five percent and may not exceed 30 percent.

Exit Sale - the first authorized non-exempt sale of a restricted unit following the end of the control period, which sale terminates the affordability controls on the unit.

Extension of Expiring Controls – Action extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

Fair Share Plan - The plan or proposal, with accompanying ordinances and resolutions, by which a municipality proposes to satisfy its constitutional obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and which addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

HMFA - the New Jersey Housing and Mortgage Finance Agency established pursuant to N.J.S.A. 55:14K-1 et seq.

Household Income - a household's gross annual income calculated in a manner consistent with the determination of annual income pursuant to section 8 of the United States Housing Act of 1937 (Section 8), not in accordance with the determination of gross income for Federal income tax liability.

Inclusionary Development - A residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low- and moderate-income households.

Judgment of Compliance or Judgment of Compliance and Repose - A determination issued by the Superior Court approving a municipality's fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

Mixed Use Development - Any development that includes both a non-residential development component and a residential development component, and shall include developments for which: (1), there is a common developer for both the residential development component and the non-residential development component, provided that for purposes of this definition, multiple persons and entities maybe considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2), the residential and non-residential developments are located on the same lot or adjoining lots, including, but not limited to, lots separated by a street, a river, or another geographical feature.

Municipal Housing Liaison or MHL - An appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality.

New Jersey Affordable Housing Trust Fund - That non-lapsing, revolving trust fund established in DCA pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all State funds appropriated for affordable housing purposes. All references to the "Neighborhood Preservation Non-lapsing Revolving Fund" and "Balanced Housing" mean the NJAHTF.

New Jersey Housing Resource Center or Housing Resource Center - The online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

95/5 Restriction - A deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

Non-Exempt Sale - any sale or transfer of ownership of a restricted unit to one's self or to another individual other than the transfer of ownership between spouses or civil union partners; the

transfer of ownership between former spouses or civil union partners ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary; and the transfer of ownership by court order.

Nonprofit - an organization granted nonprofit status in accordance with section 501(c)(3) of the Internal Revenue Code.

Non-Residential Development - Shall include any of the following:

A. Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;

B. Hotels, motels, vacation timeshares, and child-care facilities; and

C. The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A.52:27D-330 et seq.

Prospective Need - A projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 N.J.S.A.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

Person with a Disability - A person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, the inability to speak or a speech impairment, or physical reliance on a service animal, wheelchair, or other remedial appliance or device.

Prior Round Unit - A housing unit that addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that:

A. Received substantive certification from COAH; or

B. Is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; or

C. Is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item -A or -B above; or

D. Otherwise addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after March 20, 2024, is not a prior round unit unless:

1. It is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before June 30, 2025 (the end of the Third Round), or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and

2. Its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

Random Selection Process - A lottery process by which currently income-eligible applicant-households are selected, at random, for placement in affordable housing units such that no preference is given to one applicant over another, except in the case of a veterans' preference where such an agreement exists; for purposes of matching household income and size with an appropriately priced and sized affordable unit; or another purpose allowed pursuant to N.J.A.C. 5:80-26.7(k)3. This definition excludes any practices that would allow affordable housing units to be leased or sold on a first-come, first-served basis.

Reconstruction - Any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress and where a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation Subcode of the Uniform Construction Code, N.J.A.C. 5:23-6. Reconstruction shall not include projects comprised only of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings. Asbestos hazard abatement and lead hazard abatement projects shall not be classified as reconstruction solely because occupancy of the work area is not permitted.

Spending Plan - A method of allocating funds contained in an affordable housing trust fund account, which includes, but is not limited to, development fees collected and to be collected pursuant to an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq., for the purpose of meeting the housing needs of low- and moderate-income individuals.

Supportive Housing Household - A very low-, low- or moderate-income household certified as income eligible by an administrative agent in accordance with N.J.A.C. 5:80-26.14, in which at least one member is an individual who requires supportive services to maintain housing stability and independent living and who is part of a population identified by federal or state statute, regulation, or program guidance as eligible for supportive or special needs housing. Such populations include, but are not limited to: persons with intellectual or developmental disabilities, persons with serious mental illness, person with head injuries (as defined in Section 2 of P.L. 1977), persons with physical disabilities or chronic health conditions, persons who are homeless as defined by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 578, survivors of domestic violence, youth aging out of foster care, and other special needs populations recognized under programs administered by the

U.S. Department of Housing and Urban Development, the Low-Income Housing Tax Credit Program, the McKinney–Vento Act, or the New Jersey Department of Human Services.

Supportive Housing Unit - A restricted rental unit, as defined by N.J.S.A. 34:1B-21.24, that is affordable to very low-, low- or moderate-income households and is reserved for occupancy by a supportive housing household. Supportive housing units are also referred to as permanent supportive housing units.

Veteran - Any citizen and resident of this State honorably discharged or released under honorable circumstances from active service in any branch of the Armed Forces of the United States pursuant to N.J.S.A. 54:4-8.10.

Veterans' Preference - An agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

Section 2. Article XII, Affordable Housing, shall be REPEALED in its entirety.

Section 3. Article XII, Affordable Housing, shall be REPLACED with the following:

Article XII. Affordable Housing

§ 100. Purpose.

A. This chapter is designed to implement the Township's adopted housing element and fair share plan for low- and moderate-income housing adopted pursuant to the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) (the "Act"); the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.) ("UHAC"); statutorily upheld existing regulations of the now-defunct Council on Affordable Housing ("COAH") at N.J.A.C. 5:93 and -5:97, and judicial decisions, as they may be amended or superseded. This Chapter is designed to ensure that affordable housing created under the Fair Housing Act is occupied by low- and moderate-income households for the appropriate period of time with controls on affordability over time and that very low- low- and moderate-income households shall occupy these units pursuant to statutory requirements.. All words, phrases, and terms not otherwise defined herein shall have the same meanings and usages as in the Act and UHAC. This chapter provides rules for the establishment and administration of affordability controls on each income restricted dwelling unit for which the Township receives credit.

B. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L 2024, Chapter 2, the FHA, N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC at N.J.A.C. 5:80-26.1, as it may be amended and supplemented.

C. Master Plan Consistency. The Planning Board has adopted a Housing Element and Fair Share Plan ("HEFSP") pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-28. The Fair Share Plan describes the ways the municipality shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Plan Element.

§ 101. General Provisions

A. The provisions of this Article shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Township of Deptford pursuant to the Township's most recently adopted Housing Element and Fair Share Plan. All developers with sites identified for affordable housing pursuant to the most recent Housing Element and Fair Share Plan adopted by the Planning Board and Township Council of Deptford, according to their respective duties, shall provide affordable housing units in accordance with the plan. All development that falls within the time period of the present round of affordable housing obligation shall construct units or pay a development fee in accordance with this Article.

B. The provisions of this Article shall apply to all developments that contain low- and moderate-income housing units, including any currently unanticipated future developments that will provide very low-, low- and moderate-income housing units. All restricted units, including those funded with federal Low Income Housing Tax Credits or other subsidy programs, shall include the required bedroom distribution and income distribution, shall be subject to affordability controls, and shall be affirmatively marketed in accordance with UHAC, with the exception that instead of 10% of all rental affordable units being affordable to households earning 35% of less of the regional median household income by household size, 13% of all rental affordable units shall be affordable to households earning 30% or less of the regional median household income by household size, and all other applicable law.

C. Projects receiving federal Low Income Housing Tax Credit financing and are proposed for credit shall comply with the low/moderate split and bedroom distribution requirements, maximum initial rents and sales prices requirements, affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

D. All new construction units shall be adaptable in conformance with *N.J.S.A.* 52:27D-311a and -311b and all other applicable law.

§ 102. Municipal Housing Liaison

A. The Municipal Housing Liaison shall be annually appointed by the Township Council and shall be a municipal employee.

B. The Municipal Housing Liaison shall be approved by the DCA Division of Local Planning Services, or is in the process of getting approval, and fully or conditionally meets the

requirements for qualifications, including initial and periodic training as set forth in in N.J.A.C. 5:99-1 et seq.

C. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township of Deptford and shall undertake the following duties and responsibilities. Such duties and responsibilities shall not be contracted out to the Township Administrative Agent.

1. Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents and interested households.
2. The oversight of the Affirmative Marketing Plan and affordability controls.
3. When applicable, overseeing and monitoring any contracting Administrative Agent.
4. Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.
5. Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
6. Coordinating meetings with affordable housing providers and administrative agents, as needed.
7. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
8. Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.
9. Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.
10. Listing on the municipal website contact information for the MHL and Administrative Agents.

§ 103. Township Administrative Agent and Other Administrative Agents

A. The Township Council shall yearly appoint a Township Administrative Agent to monitor sales and resales of affordable housing units pursuant to *N.J.A.C.* 5:80-26.14. The Administrative Agent of the municipality may also be the Municipal Housing Liaison, but is not required to be. The Township Administrative Agent may be a third party under a contractual agreement with the municipality, provided such agent has the requisite experience in the duties enumerated herein.

B. The Township Administrative Agent shall monitor the designated Administrative Agent of the developer in the initial sales and rental transactions for low- and moderate-income dwellings in accordance with *N.J.A.C.* 5:80-26.15 and N.J.A.C. 5:99-7, as it may be amended or superseded. The developer's administrative agent shall have all of responsibilities as put forth in this rule. After the initial sales and rental transactions, the

Township Administrative Agent shall monitor the activities of the developer's or owner's Administrative Agent for any re-sales or re-rentals. If the person is the Township's Administrative Agent, then he or she shall assume all of the duties and responsibilities set forth in *N.J.A.C.* 5:80-26.15 and N.J.A.C. 5:99-7 following the initial renting, sales and occupancy of low- and moderate-income dwellings. The affordability controls set forth in this chapter shall be administered and enforced by the Administrative Agent regardless of association. The primary responsibility of the Administrative Agent shall be to ensure that the restricted units are sold or rented, as applicable, only to low- and moderate-income households in accordance with the Fair Housing Act.

C. The fees for administrative agents shall be paid as follows:

1. Administrative agent fees related to rental units shall be paid by the developer/owner.
2. Administrative agent fees related to initial sale of units shall be paid by the developer.
3. Administrative agent fees related to resales shall be paid by the seller of the affordable home.
4. Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.

D. The Administrative Agent, whether the Township's representative, developer's agent, or a delegated agent, shall have the duties and responsibilities as are set forth in paragraph -B and below and which shall described in full detail in any necessary Operating Manual, including those set forth in UHAC, including:

1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
2. Affirmative marketing:
    a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality and the provisions of N.J.A.C. 5:80-26.16.
    b. Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.
3. Household certification.
    a. Soliciting, scheduling, conducting and following up on interviews with interested households.
    b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
    c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.

d. Requiring that all certified applicants for restricted units execute a certificate substantially in the firm, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.

e. Creating and maintaining a referral list of eligible applicant households living in the housing region, and eligible applicant households with members working in the housing region, where the units are located.

f. Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.

4. Affordability controls.

a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.

b. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.

c. Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.

d. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.

5. Records retention.

a. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.

b. Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a municipality constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.

6. Resales and re-rentals.

a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.

b. Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households regarding the availability of restricted units for resale or re-rental.

7. Processing requests from unit owners.

a. Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their

ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.

b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.

c. Notifying the municipality of an owner's intent to sell a restricted unit.

d. Making determinations on requests by owners of restricted units for hardship waivers.

8. Enforcement.

a. Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

c. Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;

d. Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and

e. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.

f. The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.

E. The Municipal Housing Liaison shall supervise the work of the Administrative Agent(s) and shall coordinate his or her activities with the Township Administrative Agent to ensure the accurate tracking of the progress of the occupancy of affordable housing in the municipality, answer inquiries regarding affordable housing from the public or direct same to the appropriate official or agency, and comply with the affordable housing monitoring and reporting requirements of the state.

F. In order to ensure an orderly transfer of control responsibility from a municipality to an Administrative Agent, from one Administrative Agent to another Administrative Agent, or other transfer, the requirements as set forth in *N.J.A.C.* 5:80-26.18 and N.J.A.C. 5:99-7.4 shall apply as are necessary before or during the transition. The Administrative

Agent's enforcement responsibility for implementing such practices and procedures shall not be delegated or otherwise transferred to any other party, except to a successor administrative agent.

G. The Township Administrative Agent shall keep records of the affirmative marketing activities undertaken in accordance with the affirmative marketing plan established by any developer's Administrative Agent. The records shall include, but not be limited to, the following:

1. Electronic reporting of affordable housing activity; any required paper forms;

2. Copies of any press releases, brochures, flyers, print advertisements and application forms used in the affirmative marketing program.

3. The income and demographic characteristics of each household applying for and occupying income-restricted housing.

4. An evaluation of any necessary adjustments required to the affirmative marketing program as communicated by the Administrative Agent.

H. An operating manual for each affordable housing program shall be provided by the Township Administrative Agent or developer's Administrative Agent and approved by the Municipal Housing Liaison prior to being placed into use. Such operating manual shall be a public record.

§ 104. Affirmative Marketing

A. The municipality shall adopt, by resolution, an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.

B. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 5 and is required to be followed throughout the period of deed restriction.

C. The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences.

1. Where the municipality has entered into an agreement with a developer or residential development owner to provide a preference for very-low-,low-, and moderate-income veterans who served in time of war or other emergency,

pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.

2. There shall be a regional preference for all households that live and/or work in Housing Region 5 comprising Burlington, Camden and Gloucester Counties.

3. Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.

4. With respect to existing restricted units undergoing approved rehabilitation for the purpose of preservation or to restricted units newly created to replace existing restricted units undergoing demolition, a preference for the very-low-, low-, and moderate-income households that are displaced by the rehabilitation or demolition and replacement.

D. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Process, including the marketing of initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the municipality shall implement the Affirmative Marketing Process to ensure the Affirmative Marketing of all affordable units, with the exception of affordable programs that are exempt from Affirmative Marketing as noted herein.

E. The Affirmative Marketing Process shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Process, the Administrative Agent shall consider the use of language translations where appropriate.

F. Applications for affordable housing or notices thereof, if offered online, shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and municipal library in the municipality in which the units are located; and the developer's rental or sales office. The developer shall mail applications to prospective applicants upon request and shall make applications available through a secure online website address.

G. In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph.

H. In implementing the Affirmative Marketing Process, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

I. The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.

J. The cost to affirmatively market the affordable units shall be the responsibility of the developer, sponsor or owner, with the exception of Affirmative Marketing for resales.

§ 105. Monitoring and Reporting Requirements

A. The municipality shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan.

B. The municipality shall provide electronic monitoring data with the Department pursuant to P.L 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department's website at https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml

C. On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.

D. On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

§ 106. Regional Income Limits, Maximum Initial Rents And Sales Prices

A. Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.

B. Regional income limits are based on regional median income, which is established by a regional weighted average of the "median family incomes" published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.

C. Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.

D. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC N.J.A.C. 5:80-26.4.

E. The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.

F. The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more than 60% of regional median income.

G. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided

that at least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income. These very low-income units shall be part of the low-income requirement and very-low-income units should be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count.

H. The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70% of median income, and each affordable housing development must achieve an affordability average that does not exceed 55% for all restricted ownership units. In achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type when the number of low- and moderate-income units permits.

I. The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special assessments to be paid by low- and moderate-income purchasers and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.

J. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted family units, the following standards shall be met:

1. A studio or efficiency unit shall be affordable to a one-person household;

2. A one-bedroom unit shall be affordable to a one and one-half person household;

3. A two-bedroom unit shall be affordable to a three-person household;

4. A three-bedroom unit shall be affordable to a four and one-half person household; and

5. A four-bedroom unit shall be affordable to a six-person household.

K. In determining the initial rents and sales prices for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted and special needs and supportive housing developments, the following standards shall be met:

1. A studio or efficiency unit shall be affordable to a one-person household;

2. A one-bedroom unit shall be affordable to a one and one-half person household; and

3. A two-bedroom unit shall be affordable to a two-person household or to two one-person households. Where pricing is based on two one-person households, the developer shall provide a list of units so priced to the Municipal Housing Liaison and the Administrative Agent.

L. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Freddie Mac 30-Year Fixed Rate-Mortgage rate of interest), property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30 percent of the eligible monthly income of the appropriate size household as determined pursuant to N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.

M. The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented. The initial rent for a restricted rental unit shall be calculated so the eligible monthly housing expenses/income, including an allowance for tenant-paid utilities does not exceed 30 percent of gross income of and the appropriate household size as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented.

N. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following proper notice provided to the occupant household pursuant to N.J.S.A. 2A:18-61.1.f, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." Rent increases for units constructed pursuant to Low-Income Housing Tax Credit regulations shall be indexed pursuant to the regulations governing Low-Income Housing Tax Credits.

§ 107. Low/Moderate Split and Bedroom Distribution and Selection of Occupants

A. Affordable units shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.

B. In each affordable housing development, at least 50% of the restricted units within each bedroom distribution rounded up to the nearest whole number shall be very low- or low-income units.

C. Within rental developments, of the total number of affordable rental units, at least 13%, rounded up to the nearest whole number, shall be affordable to very low-income households. The very low-income units shall be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count, and counted as part of the required number of low-income units within the development.

D. Affordable housing developments that are not age-restricted or supportive housing shall be structured such that:

1. At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;

2. Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;

3. The combined number of efficiency and one-bedroom units shall be no greater than 20%, rounded down, of the total number of low- and moderate-income units. The municipality has chosen not to allow rounding.

4. At least 30% of all low- and moderate-income units, rounded up (or down) shall be two-bedroom units. The municipality has chosen to allow rounding.

5. At least 20% of all low- and moderate-income units, rounded up shall be three-bedroom units. The municipality has chosen not to allow rounding.

6. The remaining units may be allocated among two- and three- bedroom units at the discretion of the developer.

E. Affordable housing developments that are age-restricted or supportive housing, except those supportive housing units whose sponsoring program determines the unit arrangements, shall be structured such that, at a minimum, the number of bedrooms shall equal the number of age-restricted or supportive housing low- and moderate-income units within the inclusionary development. Supportive housing units whose sponsoring program determines the unit arrangement shall comply with all requirements of the sponsoring program. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit. In affordable housing developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom units must comprise at least 5% of those restricted units.

F. The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.

G. A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.

H. In referring certified households to specific restricted units, to the extent feasible, and

without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:

1. Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;

2. Provide a bedroom for every two adult occupants;

3. With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and

I. Avoid placing a one-person household into a unit with more than one bedroom.

§ 108. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.

B. Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).

C. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.

D. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.

E. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:

1. If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or

2. If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.

F. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.

G. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.

H. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

I. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

J. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:

1. The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.

2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C 5:80-26.7.

    a. If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.

    b. If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3

3. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:

    a. those that render the unit suitable for a larger household or the addition of a bathroom.

    b. The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the

last non-exempt sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);

4. No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital improvements are subject to 10-year, straight-line depreciation.

K. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase but shall be separate and apart from any contract of sale for the underlying real estate. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price of the air conditioning equipment, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The seller and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

L. Buyer income eligibility for restricted ownership units shall be established pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that very low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 30% of median income, low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for occupancy by households with a gross household income less than 80% of median income.

M. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still

be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.

N. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

O. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

1. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;

2. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or

3. The household is currently in substandard or overcrowded living conditions;

4. The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments.

P. Limitations on Indebtedness Secured by Ownership Unit; Subordination.

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of original purchase money mortgages, neither an owner nor a lender shall at any time during the control period cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum

allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C. 5:80-26.7(c).

§ 109. Rent Restrictions for Rental Units; Leases and Fees.

A. The initial rent for a restricted rental unit shall be set by the Administrative Agent.

B. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.

C. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent. Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.

D. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

E. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.

F. Pet fees may not exceed $30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.

G. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.

H. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

I. Tenant Income Eligibility.

1. Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:

a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median income by household size.

b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median income by household size.

c. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median income by household size.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income or moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

a. The household currently pays more than 35% (40% for households eligible for age- restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

c. The household is currently in substandard or overcrowded living conditions;

d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

3. The applicant shall file documentation sufficient to establish the existence of any of the circumstances in -B(1) through -B(5) above with the Administrative Agent, who shall counsel the household on budgeting.

§110 Responsibilities of Affordable Housing Development Owner.

A. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:

1. Site plan, architectural plan, or other plan that identifies the location of each

affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.

2. The total number of units in the project and the number of affordable units.

3. The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.

4. Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.

5. A projected construction schedule.

6. The location of any common areas and elevators.

7. The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.

B. In addition to -A above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:

1. Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.

2. Provide to the administrative agent a description of any applicable fees.

3. Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.

4. Agree and ensure that the utility configuration established at the start of the rent-up process remain unaltered throughout the restricted period.

5. Provide to the administrative agent a proposed form of lease for any rental units.

6. Ensure that the tenant selection criteria for the applicants for affordable units remain no more restrictive than the tenant selection criteria for applicants for non-

restricted units.

7. Strive to maintain the continued occupancy of the affordable units during the entire restricted period.

C. In addition to A, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:

1. Proposed pricing for all units, including any purchaser options and add-on items.

2. Condominium or homeowner association fees and any other applicable fees.

3. Estimated real property taxes.

4. Sewer, water, trash disposal, and any other utility assessments.

5. Flood insurance requirement, if applicable.

6. The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

§ 111. New Construction

A. Applicability. This section governs the creation of new affordable housing units regardless of the means by which the units are created, whether from ground up construction, alteration of existing residential buildings, conversion of non-residential buildings, or other means.

B. Submission of Affordable Housing Plan.

1. The developer of low- and moderate-income housing units shall submit to the Township Administrative Agent an Affordable Housing Plan that describes the developer's plan for affordable housing to be used to insure that the required low and moderate income units are sold or rented only to low and moderate income households for a period of not less than 30 years, that such units meet bedroom distribution and phasing requirements, and comports with the requirements of this Article pertaining to the provisions, leasing, selling and transferring units among eligible low and moderate income households.

2. The Affordable Housing Plan shall indicate how the developer will comply with the procedures of this Article for selecting occupants of low- and moderate-income housing and the required affirmative marketing requirements. The requirements for affirmative marketing are found in §105, above. Whenever a developer proposes a third-party operator or manager of affordable housing units,

the Municipal Housing Liaison shall specifically approve such operator and manager.

3. The following information shall promptly be provided to the Township Administrative Agent by the developer or sponsor of any project containing any affordable units subject to the requirements of this Article, upon the later of either final municipal land use approval or issuance of a grant contract by a governmental authority:

   a. The total number of units in the project, and number of restricted units, broken down by bedroom size, identifying which are low and which are moderate income dwellings, and including street addresses of restricted dwellings;

   b. Floor plans of all affordable dwellings, including complete and accurate identification of uses and dimensions of all rooms;

   c. A project map identifying the locations of low and moderate income and market dwellings;

   d. A list of project principals or partners, together with a list of all other affordable projects in which they have been involved over the previous five years;

   e. Projected construction schedule;

   f. Proposed pricing for all units, including any purchaser options and add-on items;

   g. A list of all public funding sources and copies of grant or loan agreements for those sources;

   h. Condominium fees or homeowner association and any other maintenance or other fees;

   i. Estimated real property taxes for sale units;

   j. Sewer, trash disposal and any other utility assessments;

   k. Flood insurance requirement, if applicable;

   l. A description of all HVAC systems;

   m. Location of any common areas and elevators;

   n. Proposed form of lease for any rental units;

   o. The name of the person who will be responsible for official contact with the Township Administrator for the duration of the project;

p. The name and qualifications of the developer's administrative agent, if applicable; and

q. The State-approved Planned Real Estate Development public offering statement and/or master deed where available or applicable.

4. The developer shall submit the Affordable Housing Plan to the Township Administrative Agent at least 45 days prior to the advertising of the availability of the units. The agent will approve or modify the plan within 30 working days of receipt of the plan or within such time as additionally granted by the developer.

C. The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.

D. Completion Schedule/Phasing. Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development, as depicted in the following table:

Percentage of Affordable Housing Units Completed	Percentage of Market Housing Units Completed
0%	25%
10%	25% + 1
50%	50%
75%	75%
100%	90%

E. Design. The following design requirements apply to affordable housing developments, excluding prior round units.

1. Design of 100 percent affordable developments:

a. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

b. Each bedroom in each restricted unit must have at least one window.

c. Restricted units must include adequate air conditioning and heating.

2. Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to prior round units, unless stated otherwise.

   a. Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.

   b. Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.

   c. Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.

   d. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.

   e. Restricted units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to prior round units.

   f. Each bedroom in each restricted unit must have at least one window.

   g. Restricted units must be of the same unit type as market-rate units within the same

   h. Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

3. Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:

   a. Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior

finishes. This shall apply to prior round units.

b. Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.

c. Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher priced end townhouses may be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.

d. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

e. Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively affected by such reservation(s).

f. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.

g. Each bedroom in each restricted unit must have at least one window; and

h. Restricted units must include adequate air conditioning and heating.

F. Utilities.

1. Affordable units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development.

2. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance in accordance with N.J.AC 5:80-26.13(e).

G. Accessibility requirements.

1. Any new construction shall be adaptable; however, elevators shall not be required in any building or within any dwelling unit for the purpose of compliance with this section. In buildings without elevator service, only ground floor dwelling units shall be required to be constructed to conform with the technical design standards of the barrier free subcode. "Ground floor" means the first floor with a dwelling unit or portion of a dwelling unit, regardless of whether that floor is at grade. A building may have more than one ground floor.

2. Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multi-floor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:

   a. An adaptable toilet and bathing facility on the first floor;

   b. An adaptable kitchen on the first floor;

   c. An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;

   d. An adaptable room that can be used as a bedroom, with a door, or the casing for the installation of a door that is compliant with the Barrier Free Subcode, on the first floor;

   e. If not all of the foregoing requirements in –(2)(a) through –(2)(e) can be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and

   f. An accessible entranceway as set forth in N.J.S.A. 52:27D-311a et seq. and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the municipality has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:

      [1] Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

      [2] To this end, the builder of restricted units shall deposit funds within the Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.

      [3] The funds deposited shall be expended for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability

who occupies or intends to occupy the unit and requires an accessible entrance.

[4] The developer of the restricted units shall submit to the Construction Official a design plan and cost estimate for the conversion from adaptable to accessible entrances.

[5] Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Affordable Housing Trust Fund and earmarked appropriately.

3. The minimum size of affordable housing units, which is necessary to ensure the public health, safety, and welfare of its occupants, shall be as indicated in the following table:

Type of Unit	Minimum Size (gross square feet)
Efficiency	500
One-bedroom	600
Two-bedroom	750
Three-bedroom	900

§ 112. Rehabilitation Program Requirements

A. The rehabilitation program shall be designed to renovate deficient housing units occupied or intended to be occupied by very low-, low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28-1.1 et seq or the Rehabilitation Subcode, N.J.A.C. 5:23-6 to the extent applicable.

B. Both ownership and rental units shall be eligible for rehabilitation funds as set forth in the adopted rehabilitation manuals.

C. All rehabilitated units shall remain affordable to very low-, low- and moderate-income households for a period of 10 years (the control period). For owner-occupied units, the control period shall be enforced with a mortgage and note and for renter-occupied units the control period will be enforced with a deed restriction.

D. The municipality shall dedicate a minimum average hard cost of $10,000 for each unit to be rehabilitated through this program and in addition shall dedicate associated rehabilitation program soft costs such as case management, inspection fees and work write-ups.

E. The municipality shall designate, subject to the approval of the Department, one or more Administrative Agents to administer the rehabilitation program in accordance with this Chapter. The Administrative Agent(s) shall provide rehabilitation manuals for ownership and rental rehabilitation programs. Manuals shall be adopted by resolution of the Township Council. Both rehabilitation manuals shall be available for public review in the Moorestown Department of Community Development and on the municipal affordable housing web page.

F. Households determined to be very low-, low-, or moderate-income may participate in a rehabilitation program. Rehabilitated units shall be exempt from the very low-income requirements, low/mod split, and bedroom distribution requirements of UHAC, but shall be administered in accordance with the following:

1. If a unit is vacant at the time of rehabilitation, or if a rehabilitated unit becomes vacant and is re-rented before the expiration of the affordability controls, the deed restriction shall require that the unit be rented to a low- or moderate-income household at an affordable rent.

2. If a rental unit is occupied by a tenant at the time rehabilitation is completed, the rent charged after rehabilitation shall not exceed the lesser of the tenant's current rent or the maximum rent permitted under UHAC.

3. Rents in rehabilitated units may increase annually based on the standards in UHAC.

4. At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.

§ 111. Extension of Controls Program Requirements.

A. Authority. The extensions of controls program operates under the authority of N.J.A.C. 5:97-6.14 and N.J.A.C. 5:80-26.6(h) through -(k) and -(m) for ownership units, and
N.J.A.C. 5:97-6.14 and N.J.A.C. 5:80-26.12(h) through -(k) for rental units.

B. An extension of affordability controls program is established to maintain and extend the affordability of deed restricted units scheduled to come out of their affordability control period, subject to N.J.A.C. 5:97-6.14 and UHAC, including the following:

1. The affordable unit meets the criteria for prior cycle (April 1, 1980 - December 15, 1986) or post December 15, 1986 credits set forth in N.J.A.C. 5:97.

2. The affordability controls for the unit are scheduled to expire in the current round; or in the next round of housing obligations if the municipal election to extend controls is made no earlier than one year before the end of the current round;

3. The municipality shall obtain a continuing certificate of occupancy or a certified

statement from the municipal building inspector stating that the restricted unit meets all code standards.

4. If a unit requires repair and/or rehabilitation work in order to receive a continuing certificate of occupancy or certified statement from the municipal building inspector, the municipality shall fund and complete the work.

5. The municipality shall adhere to the process for extending controls pursuant to UHAC for extending ownership units and rental units, either inclusionary or 100% affordable developments.

6. The deed restriction for the extended control period shall be filed with the County Clerk of Gloucester County.

§ 112.1 Supportive Housing and Group Homes Program Requirements

A. The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:

B. Units are subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968).

C. Units may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services.

D. The unit of credit shall be the bedroom. However, the unit of credit shall be the unit if occupied by a single person or household.

1. Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.

2. Occupancy shall not be restricted to youth under 18 years of age.

3. In affordable developments with 20 or more restricted units that are supportive housing, two-bedroom units must compose at least five percent of those restricted units.

4. The bedrooms and/or units shall comply with UHAC with the following exceptions:

   a. Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing, and supportive shared living housing shall be affirmatively marketed to broadest possible population of

qualified individuals with special needs in accordance with a plan approved by the sponsoring program;

b. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).

B. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have the appropriate controls on affordability in accordance with the Act. In the event that a supportive housing provider is unable to record or execute a long-term deed restriction, the units shall be subject to annual recertification by the Municipal Housing Liaison to confirm continued occupancy and compliance with this Section.

C. Objective standards shall be applied in the selection of tenants for supportive housing units and shall be designed to ensure that individuals are not excluded in an arbitrary or capricious manner.

D. The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:

1. An Affirmative Marketing Plan in accordance with D1 above; and

2. If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.

E. The sponsor/owner shall complete annual monitoring as directed by the MHL.

§ 112.2 Enforcement of Affordable Housing Regulations.

A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

B. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a

violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

a. A fine of not more than $2,000.00 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

b. In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;

c. In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

C. The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be $5,000, the fine for the second offense of noncompliance shall be $10,000, and the fine for each subsequent offense of noncompliance shall be $15,000.

D. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit.

1. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality , including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

2. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from

the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus shall be placed in escrow by the municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.

3. Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

4. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the affordable unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.

5. Failure of the low- or moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.

6. The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.

E. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable

amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.

F. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.

G. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.

H. Appeals. Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

§ 112.3 Appeals.

Appeals from all decisions of an Administrative Agent designated pursuant to this Article shall be filed in writing with the Township.

§ 113. Development Fees.

A. Purpose. This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2), N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan. The municipality previously adopted a development fee ordinance, which established the Upper Deerfield Affordable Housing Trust Fund.

B. The municipality shall not spend development fees until the court has approved a plan for spending such fees.

C. Residential Development Fees Required.

1. Residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

2. When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a "bonus" development fee of 6.0% of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

   Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage of 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

3. Eligible exactions, ineligible exactions and exemptions for residential development.

   a. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2, shall be exempt from development fees.

   b. Developments that have received preliminary or final site plan approval prior to the adoption of this ordinance and any preceding ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the

right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the development fee ordinance in effect on the date that the construction permit is issued.

c. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

d. No development fee shall be collected for the demolition and replacement of a residential building resulting from a fire or natural disaster.

D. Non-Residential Development Fees Required.

1. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

2. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure; i.e., land and improvements; and such calculation shall be made at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

4. Eligible exactions, ineligible exactions and exemptions for non-residential development.

a. The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to a 2.5% development fee, unless otherwise exempted below.

b. The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

c. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey

Non-Residential Development Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.

5. A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.

6. If a property that was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the municipality as a lien against the real property of the owner.

E. Collection Procedures.

1. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.

2. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption," to be completed by the developer as per the instructions provided in the Form N-RDF. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided on Form N-RDF. The tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

3. The construction official responsible for the issuance of a building permit shall notify the tax assessor of the issuance of the first construction permit for a development that is subject to a development fee.

4. Within 90 days of receipt of that notice, the tax assessor shall provide an estimate, based on the plans filed, of the equalized assessed value of the development.

5. The construction official responsible for the issuance of a final certificate of occupancy shall notify the tax assessor of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.

6. Within 10 business days of a request for the scheduling of a final inspection, the tax assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

7. Should the municipality fail to determine or notify the developer of the amount of

the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in N.J.S.A. 40:55D-8.6.

8. Fifty percent (50%) of the development fee shall be collected at the time of issuance of the construction permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the construction permit and that determined at the time of issuance of certificate of occupancy.

F. Appeal of development fees.

1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

2. A developer may challenge non-residential development fees imposed by filing a challenge with the director of the Division of Taxation. Pending a review and determination by the director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

G. Affordable Housing Trust Fund.

1. A separate, interest-bearing Municipal Affordable Housing Trust Fund shall be maintained by the chief financial officer of the municipality for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

2. The following additional funds shall be deposited in the Municipal Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

3. Payments in lieu of on-site construction of an affordable unit, where previously permitted by ordinance or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2;

4. Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;

5. Rental income from municipally operated units;

6. Repayments from affordable housing program loans;

7. Recapture funds;

8. Proceeds from the sale of affordable units; and

9. Any other funds collected in connection with the municipal affordable housing program including but not limited to interest earned on fund deposits.

10. The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.

11. Occurrence of any of the following deficiencies may result in the Division requiring the forfeiture of all or a portion of the funds in the municipal Affordable Housing Trust Fund:

    a. Failure to meet deadlines for information required by the Division in its review of a development fee ordinance;

    b. Failure to commit or expend development fees within four years of the date of collection in accordance with N.J.A.C. 5:99-5.5;

    c. Failure to comply with the requirements of the Non-Residential Development Fee Act and N.J.A.C. 5:99-3;

    d. Failure to submit accurate monitoring reports pursuant to this subchapter within the time limits imposed by the Act, this chapter, and/or the Division;

    e. Expenditure of funds on activities not approved by the Superior Court or otherwise permitted by law;

    f. Revocation of compliance certification or a judgment of compliance and repose;

    g. Failure of a municipal housing liaison or administrative agent to comply with the requirements set forth at N.J.A.C. 5:99-6, 7, and 8;

    h. Other good cause demonstrating that municipal affordable housing funds are not being used for an approved purpose.

12. All interest accrued in the housing trust fund shall only be used on eligible affordable housing purposes approved by the Court.

H. Use of Funds.

1. The expenditure of all funds shall conform to a Spending Plan approved by Superior Court. Funds deposited in the municipal Affordable Housing Trust Fund may be used for any activity approved by the Court to address the fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market-to-affordable program; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost-saving and in accordance with accepted national or state standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by Superior Court and specified in the approved Spending Plan.

2. Funds shall not be expended to reimburse the municipality or activities that occurred prior to the authorization of a municipality to collect development fees.

3. At least a portion of all development fees collected and interest earned shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. A portion of the development fees which provide affordability assistance shall be used to provide affordability assistance to very low-income households.

4. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, infrastructure assistance, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

I. Affordability assistance for very low income households may include producing very low-income units or buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.

J. No more than 20% of all affordable housing trust funds, exclusive of those collected to fund an RCA prior to July 17, 2008, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare and implement a Housing Element and Fair Share Plan, administer an Affirmative Marketing Program and for compliance with the Superior Court and the Program including the costs to the municipality of resolving a challenge.

K. Ongoing Collection of Fees.

1. The ability to impose, collect and expend development fees shall continue so long as the municipality retains authorization from the Court in the form of Compliance Certification or the good faith effort to obtain it.

2. If the municipality fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to section 20 of P.L.1985, c.222 (C. 52:27D-320).

L. Emergent Affordable Housing Opportunities. Requests to expend affordable housing trust funds on emergent affordable housing opportunities not included in the municipal fair share plan shall be made to the Division and shall be in the form of a governing body resolution. Any request shall be consistent with N.J.A.C. 5:99-4.1.

Section 4. Continuation. In all other respects, the Unified Development Ordinance of the Township of Deptford shall remain unchanged.

Section 5. Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any other part thereof. Any invalidation shall be confined in its operation to the section, paragraph, sentence, clause, phrase, term, or provision or part there of directly involved in the controversy in which such judgment shall have been rendered.

Section 6. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance of the Code of the Township of Deptford, then the restriction which imposes the greater limitation shall be enforced.

Section 7. Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 8. Enactment. This Ordinance shall take effect upon the filing thereof with the Gloucester County Planning Board after final passage, adoption, and publication by the Township Clerk of the Township of Deptford in the manner prescribed by law.

ATTEST: Township of Deptford

Debra Willard, Acting Municipal Clerk — Paul Medany, Mayor

CERTIFICATION

The foregoing Ordinance was introduced at a Meeting of Township Council of the Township of Deptford held on the 2nd day of February, 2026 and will be considered for final passage and adoption at a Meeting of Township Council at which time any person interested therein will be given an opportunity to be heard. Said meeting to be held on the 2nd day of March, 2026 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

Debra Willard, Acting Municipal Clerk

RECORD OF VOTE – Introduction O.3.26				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin				✓

RECORD OF VOTE – Adoption O.3.26				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			

MEMORIALIZATION OF RESOLUTION NO. 2026-13
OF THE DEPTFORD TOWNSHIP PLANNING BOARD
RECOMMENDING AN AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO) OF THE TOWNSHIP OF DEPTFORD TO MODIFY ARTICLE XII, AFFORDABLE HOUSING, TO IMPLEMENT N.J.A.C. 5:99 AND N.J.A.C. 5:80-26.1 ET SEQ. AS PROMULGATED IN THE NEW JERSEY REGISTER, TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY

WHEREAS, the Township Council of the Township of Deptford has found that an Amendment to the Unified Development Ordinance (UDO) of the Township of Deptford is required to modify Article XII, Affordable Housing, to implement N.J.A.C. 5:99 and N.J.A.C. 5:80-26.1 et seq. as promulgated in the New Jersey Register, Township of Deptford, County of Gloucester, State of New Jersey; and

WHEREAS, the Planning Board of the Township of Deptford has adopted a Master Plan that comprehensively provides for the appropriate use, regulation and development of lands in the municipality under N.J.S.A.40:55D-28; and

WHEREAS, the Planning Board of the Township of Deptford adopted a Fourth Round Housing Element and Fair Share Plan on June 18, 2025 which was subsequently endorsed by the Township Council on June 23, 2026 that addresses the municipality's affordable housing obligations through various programs and land development regulations; and

WHEREAS, it has been determined by Deptford Township Council that the implementation of these modifications as set forth above would effectuate the intent and purpose of the goals and objectives of the Housing Element of the Fair Share Plan of the Master Plan of the Township of Deptford; and

WHEREAS, the Municipal Land Use Law requires that any amendments or revisions to Deptford Township's UDO shall be reviewed by the Planning Board to determine if said amendments or revisions thereto are substantially consistent with the Master Plan of the Township of Deptford; and

WHEREAS, on February 4, 2026, the Deptford Township Planning Board held a hearing to review and consider the proposed Ordinance 0.__.26 by Mayor and Council proposing to amend the UDO to modify Article XII, Affordable Housing, to implement N.J.A.C. 5:99 and N.J.A.C. 5:80-26.1 et seq. as promulgated in the New Jersey Register, Township of Deptford, County of Gloucester, State of New Jersey. A copy of Ordinance 0.__.26 is attached hereto and made a part hereof by reference; and

WHEREAS, Township Planner, Brian Slaugh, PP, AICP, of Clarke Caton Hintz presented testimony to the Planning Board in support of Ordinance 0.__.26 and reviewed in detail to the Planning Board's satisfaction the purpose of said Ordinance and articulated his findings that Ordinance 0.__.26 was consistent with the Township of Deptford Master Plan and recommended the adoption of Ordinance 0.__.26 which recommendation and testimony is more accurately set forth on the record of the February 4, 2026 Planning Board hearing; and

WHEREAS, the hearing was open to the public and any public comment received is more accurately set forth on the record; and

WHEREAS, after a public hearing held on February 4, 2026, the following findings of fact were made to wit:

1. All representations as set forth at the hearing and in this matter and/or as contained in the "WHEREAS" recital paragraphs of this Resolution are hereby incorporated by reference.

2. Proposed Ordinance 0.__.26 and the proposed Zoning Map are substantially consistent with the Township of Deptford Master Plan.

NOW, THEREFORE, BE IT RESOLVED by the Deptford Township Planning Board that:

1. The Planning Board hereby recommends the adoption of proposed Ordinance 0.__.26, entitled Ordinance Amending the Unified Development Ordinance (UDO) to modify Article XII, Affordable Housing, to implement N.J.A.C. 5:99 and N.J.A.C. 5:80-26.1 et seq. as promulgated in the New Jersey Register, Township of Deptford, County of Gloucester, State of New Jersey.

2. The Planning Board, through the recommendations of the Township Professional Planner, Brian Slaugh, PP, AICP, has determined that Ordinance 0.__.26 is substantially consistent with the Township of Deptford Master Plan and more particularly the Housing Plan Element.

3. The Chair and his designee are hereby authorized and empowered to forward this recommendation to Mayor and Township Council for the Township of Deptford for further deliberation as recommended and prepared by the Planning Board.

4. This Resolution shall take effect immediately.

Deptford Township Planning Board

Attest:

David Wyatt, Chairman

MATTHEW BROWN, SECRETARY
Deptford Township Planning Board

This is a Decision of the Deptford Township Planning Board made on the 4th day of February, 2026 by a vote of 8 in favor, 0 opposed, and 0 abstaining.

Those in Favor: 8
Those Opposed: 0
Those Abstaining: 0

This Memorialization was adopted by the Deptford Township Planning Board at a regular meeting held on the 4th day of February, 2026 by a vote of 8 in favor, 0 opposed, and 0 abstaining.

Those in Favor: 8
Those Opposed: 0
Those Abstaining: 0

L. Affirmative Marketing Plan

R.76.26

RESOLUTION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, ADOPTING AN "AFFIRMATIVE MARKETING PLAN" FOR THE FOURTH ROUND AFFORDABLE HOUSING CYCLE

WHEREAS, in accordance with P.L. 2024, Chapter 2 and the New Jersey Uniform Housing Affordability Controls ("UHAC")(N.J.A.C. 5:80-26.1 et seq.), the Township of Deptford is required to adopt an Affirmative Marketing Plan to ensure that all affordable housing dwellings created are affirmatively marketed to very low-, low- and moderate-income households, particularly those living and/or working within Housing Region 5, the Housing Region encompassing the Township of Deptford.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Deptford, County of Gloucester, State of New Jersey, to hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

A. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, English-speaking ability, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children, source of lawful income, or any other characteristic described in the New Jersey Law Against Discrimination, to housing dwellings which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable dwellings in that region. It is a continuing program that directs all marketing activities toward the Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The Township of Deptford is located in Housing Region 5, consisting of Burlington, Camden and Gloucester Counties.

B. The Township of Deptford has a adopted a Housing Elemnt and Fair Share Plan dated June 18, 2025 to address both its Prior Round Obligations (1987-2025) and its Fourth Round Obligation (2025-2035). This Affirmative Marketing Plan shall apply to all developments that contain or will contain very low-, low- and moderate-income dwellings, including those that are part of the municipality's Housing Element and Fair Share Plan, and those that may be constructed in future developments not yet anticipated by the Housing Element and Fair Share Plan.

C. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to the Township of Deptford, or the Administrative Agent of any specific developer approved by the municipality.

D. All of the costs of advertising and affirmatively marketing affordable housing dwellings shall be borne by the developers/sellers/owners of affordable unit(s) as designated in the affordable housing ordinance of the municipality and all such advertising and affirmative marketing shall be subject to approval and oversight by the approved Administrative Agent.

E. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days prior to expected occupancy. The implementation of the Affirmative Marketing Plan shall continue until all very low-, low- and moderate-income housing dwellings are initially occupied and for as long as the affordable dwellings remain deed restricted such that qualifying new tenants and/or purchasers continues to be necessary.

F. The Affirmative Marketing Plan is a continuing program that shall be followed throughout the entire period of affordability restrictions. In implementing the Affirmative Marketing Plan, the Administrative Agent, whether acting on behalf of the Township of Deptford or on behalf of a specific developer, shall meet the following requirements at a minimum:

1. The primary marketing and advertising shall be employed at the start of the marketing program and continue until all dwellings are leased or sold or until the number of applications received is at least three times the number of dwellings. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of all publications to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.

2. The advertisements shall, at a minimum, include:

   a. The name and location of the housing project;

   b. An address sufficient to find directions to the housing dwellings;

   c. A range of prices or rents for the affordable housing dwellings;

   d. The sizes, as measured in number of bedrooms of the affordable housing dwellings;

   e. The types (that is, family, age-restricted, or supportive) and number of affordable dwellings available;

   f. The number of dwellings available to very low-, low-, and moderate-income households;

   g. The accessibility features, if any, of the affordable housing dwellings;

   h. The maximum income permitted to qualify for the affordable housing dwellings;

   i. The population(s), if any, given preference in the selection process pursuant to N.J.A.C. 5:80-26.17(k)2;

   j. Where applications (paper and online) for the affordable housing dwellings may be found;

   k. The expected lease-up/closing date(s) for the affordable housing dwellings;

   l. The expected date of the random selection;

   m. The business hours when interested households may obtain paper applications for the affordable housing dwellings;

   n. Contact information, including an email address and phone number that are regularly monitored by the administrative agent;

   o. The name of the sales agent and/or rental manager; and

   p. Application fees, if any.

3. Affirmative fair marketing of affordable dwellings shall be completed in accordance with the requirements set forth in UHAC at N.J.A.C. 5:80-26.16 in all media and outlets as required by said rules.

4. The Administrative Agent of the affordable housing development shall complete the Affirmative Fair Housing Marketing Plan, attached herein, for review and approval by the Municipal Housing Liaison or Township Administratrive Agent, as the case may be, prior to execution of advertising to the public.

5. Affordable dwellings shall be listed on the New Jersey Housing Resource Center's website (www.njhrc.gov) in accordance with N.J.A.C. 5:80-26.16(f)1 at least 60 days before the random selection.

6. Applications, or notices thereof, used as part of the affirmative marketing program shall be available in the following locations:

   a. List all county administration buildings in the Region; and

   b. List all county libraries in the Region.

7. The municipality's Administrative Agent, or the Administrative Agent of a specific developer, shall comply with all requirements set forth in N.J.S.A. 52:27D-321.3 et seq. with regard to the affirmative marketing of affordable housing dwellings.

G. The municipality's Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in Burlington, Camden and Gloucester Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers.

H. The municipality's Administrative Agent shall develop, maintain and update a list of major employers Burlington, Camden and Gloucester Counties that will aid in the affirmative marketing program.

I. A random selection method to select occupants of very low-, low- and moderate-income housing will be used by the municipality's Administrative Agent, or the Administrative Agent of any specific developer, in conformance with N.J.A.C. 5:80-26.16(d). This Affirmative Marketing Plan provides a regional preference for very low-, low- and moderate-income households that live and/or work in Housing Region 5, which is comprised of Burlington, Camden and Gloucester Counties. Pursuant to the New Jersey Fair Housing Act (N.J.S.A. 52:27D-311), a preference for very low-, low- and moderate-income veterans duly qualified under N.J.A.C. 54:4-8.10 may also be exercised, provided an agreement to this effect has been executed between the developer or landlord and the municipality prior to the affirmative marketing of the dwellings.

J. All developers/owners of very low-, low- and moderate-income housing dwellings shall be required to undertake and pay the costs of the marketing of the affordable dwellings in their respective developments, subject to the direction and supervision of the municipality's Administrative Agent.

BE IT FURTHER RESOLVED that the appropriate municipal officials and professionals are authorized to take all actions required to implement the terms of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

ATTEST:

Debra Willard, Acting Municipal Clerk

Township of Deptford

Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Meeting of Township Council of the Township of Deptford held on the 2nd day of March, 2026 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.76.26				
Council Member	**Yes**	**No**	**Abstain**	**Absent**
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			

Debra Willard, Acting Municipal Clerk

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Affordable Housing in **(REGION 5)**

I. APPLICANT AND PROJECT INFORMATION
(Complete Section I individually for all developments or programs within the municipality.)

Administrative Agent Name, Address, Phone Number	Development or Program Name, Address	
Number of:	Affordable Rental Units	Affordable For-Sale Units
Affordable Units Total		
Affordable Age Restricted Units		
Affordable Non-Age Restricted Units		
Affordable Supportive Housing Units		
Price or Rental Range From: To:	Approximate Starting Dates Advertising: Occupancy:	
Counties **Burlington, Camden, Gloucester**	Preferences, if any: (veteran, regional, NJ)	
Accessibility Features, if any:		
Managing/Sales Agent's Name, Address, Phone Number		
Application Fees (if any):		

Attach is a copy of the pricing calculator and a spreadsheet with information about all units, including number of bedrooms, income level, accessibility features, and square footage to this plan.

(Sections II through V should be consistent for all affordable housing developments and programs within the municipality. and with the municipal Affordable Housing Ordinance. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.

II. RANDOM SELECTION

Describe the random selection process that will be used once applications are received.

III. MARKETING

Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

☐ White (non-Hispanic X Black (non-Hispanic) X Hispanic ☐ American Indian or Alaskan Native

☐ Asian or Pacific Islander ☐ Other group:

REQUIRED

5:80-26.16(g)1 requires you to advertise your project on the New Jersey Housing Resource Center for at least sixty days before conducting the random selection.

☐ **HOUSING RESOURCE CENTER** (www.njhousing.gov) A free, online listing of affordable housing

Regional Newspapers

5:80-26.16(g)3 requires you to advertise your project in at least one regional newspaper (either online or in print). You may also select several papers with partial regional coverage, as long as all counties in the region are covered.

TARGETS ENTIRE HOUSING REGION 5				**D-Digital or ND-Non-Digital**
☐	Philadelphia Inquirer	www.inquirer.com/	Camden, Gloucester & Burlington	
☐	Courier-Post Online	www.courierpostonline.com	Camden, Gloucester & Burlington	
TARGETS PARTIAL HOUSING REGION 5				
☐	Burlington County Times	www.burlingtoncountytimes.com	Burlington	
☐	Retrospect	www.theretrospect.com	Camden	
☐	Woodbury Warbler	www.woodburywarbler.com/	Camden, Gloucester	
☐	The Daily Journal	www.thedailyjournal.com	Gloucester	
☐	The New Jersey Sentinel	www.newjerseyhills.com/echoes-sentinel/	Gloucester	
☐	Gloucester City News	www.gloucestercitynews.net	Gloucester	

Housing Search Websites – D – Digital

*5:80-26.16(g)4 requires you to advertise your project on at least one housing search website in addition to the NJHRC. **"Housing search website"** means any publicly accessible internet-based platform used to advertise residential dwelling units to the general public, including but not limited to:*

- *Online real estate sections of newspapers or news organizations;*
- *Internet websites operated or maintained by a municipal AA or affordable housing service provider that advertise affordable units in one or more municipalities;*
- *Commercial real estate listing platforms; and*
- *Other comparable online platforms customarily used to market rental or ownership housing.*

List below all housing search websites to be used:

ELECTIVES

If you selected a print newspaper(s) as your regional paper above, select TWO additional strategies below with AT LEAST ONE NON-DIGITAL MARKETING STRATEGY.

If you selected a digital newspaper(s) as your regional paper above, select AT LEAST TWO NON-DIGITAL MARKETING STRATEGIES below.

☐ **Specific Radio and Television Stations – ND – Non-Digital**

5:80-26.16(e)1 lists specific radio stations, and television stations throughout the housing region as marketing opportunities. If choosing this option, make sure your proposed stations cover the entire region. You may add more if desired. List the selected publications below or attach a list from the Marketing Outreach Tool.

☐	
☐	
☐	
☐	

AND Paid Targeted Digital Advertising (must be selected in addition to stations above) – D – Digital

5:80-26.16(e)1 offers paid targeted digital advertising as an option. Some common platforms are listed below.

☐	Google Ads
☐	Microsoft Ads
☐	Bing Ads
☐	Other (please list)

☐ **Specific Newspapers and Other Publications**

5:80-26.16(e)2 lists "specific newspapers and other publications circulated within the housing region" as an option, including neighborhood-oriented weekly papers, religious publications, and organizational newsletters. If choosing this option, make sure your proposed publications cover the entire region. You may add more if desired. List the selected publications below or attach a list from the Marketing Outreach Tool.

		D-Digital or ND-Non-Digital
☐		
☐		
☐		
☐		

☐ **Employers Throughout the Housing Region – ND – Non-Digital**

5:80-26-16(e)3 offers outreach to regional employers as an option. A comprehensive and regularly updated list of employers is available in the Marketing Outreach Tool. Please reach out to each listed employer in the region; you may add more if desired. If an employer no longer exists or has moved, please inform DCA.

☐ **Community Organizations Throughout the Housing Region – ND – Non-Digital**

5:80-26-16(e)4 offers community and regional organizations as an option, including nonprofit, religious, governmental, fraternal, civic, and other organizations. A comprehensive and regularly updated list of

organizations is available in the Marketing Outreach Tool. Please reach out to each listed organization in the region. You may add more if desired. If an organization no longer exists or has moved, please inform DCA.

☐ **Municipal and County Websites – D – Digital**
5:80-26-16(e)5 offers municipal and county website advertising as an option. Insert the URL for the municipality. To ensure regional outreach, advertise in all county websites listed below.
Municipality:
https://www.co.burlington.nj.us/
https://www.camdencounty.com/
https://gloucestercountynj.gov/

☐ **Social Media – D – Digital**	
5:80-26.16(e)6 offers social media as an option. Some common platforms are listed below. You may place ads on these platforms or market for free on your own page.	
☐	Facebook
☐	TikTok
☐	Instagram
☐	Reddit
☐	YouTube
☐	Snapchat
☐	Other (please list)

☐ **Public Transit Stops – ND – Non-Digital**
A comprehensive and regularly updated list of NJ Transit stops is available at https://www.nj.gov/dca/hmfa/about/has/, or in map form at njogis-newjersey.opendata.arcgis.com. Note that you **must** get permission from NJ Transit to post flyers.

☐ **Other Advertising Efforts to Groups Least Likely to be Reached**

IV. SUMMARY

Non-Digital Outreach	Digital Outreach

V. APPLICATIONS

Applications for affordable housing or notices thereof, if offered online, for the above units will be available in all County Administration Buildings and Libraries for all counties in the housing region

	BUILDING	LOCATION
☐	Burlington County Library Headquarters	5 Pioneer Boulevard, Westampton, NJ 08060
☐	Burlington County Administration Building	49 Rancocas Rd, Mt. Holly NJ 08060 (609)265-5000
☐	Camden Court House Square	520 Market St, Camden NJ 08102 (856)225-5000
☐	Camden County Library	203 Laurel Road, Voorhees, NJ 08043 (856)772-1636
☐	Gloucester County Court House	1 N. Broad St., Woodbury, NJ 08096 (856)853-3390
☐	Gloucester County Library	389 Wolfert Station Road, Mullica Hill, NJ 08062 (856)223-6000

Municipality in which the units are located (list municipal building and municipal library, address, contact person)

Sales/Rental Office for units (if applicable)

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the Municipality's compliance and/or any state funding.

Name (Type or Print)

Title/Municipality

Signature Date

M. Municipal Housing Liaison, Administrative Agent

R.79.25

RESOLUTION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY DESIGNATING A MUNICIPAL HOUSING LIAISON

WHEREAS, Deptford Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.) and Round 4 Present and Prospective Need Affordable Housing Obligations (N.J.A.C. 5:93-1, et seq.); and

WHEREAS, pursuant to N.J.A.C. 5:93 and N.J.A.C. 5:80-26.1 et seq., Deptford Township is required to appoint a Municipal Housing Liaison for the administration of Deptford Township's Affordable Housing program to enforce the requirements of N.J.A.C. 5:93 and N.J.A.C. 5:80-26.1 et seq.; and

WHEREAS, Deptford Township has amended its Unified Development Code to provide for the appointment of a Municipal Housing Liaison to administer Deptford Township's affordable housing program.

NOW, THEREFORE BE IT RESOLVED, by the Mayor & Council of the Township of Deptford, County of Gloucester, State of New Jersey, that Donald Banks, the Director of Economic Development, is hereby appointed by the Governing Body of Deptford Township as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with the Deptford Township Unified Development Code.

ATTEST:

Township of Deptford

Michelle Hack, RMC, Township Clerk

Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Meeting of Township Council of the Township of Deptford held on the 10th day of February, 2025 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.79.25				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			

Michelle Hack, RMC, Township Clerk

Deptford Township Clerks Office

From:	Deptford Township Clerks Office
Sent:	Wednesday, January 24, 2024 11:11 AM
To:	'mmorris@triadincorporated.com'; 'Brian Slaugh'
Cc:	Michelle Hack; Tom Newman; 'Patrice D'Ottaviano'
Subject:	Triad Contract
Attachments:	R.59.24 Authorizing an Administrative Agent for the Administration of Affordable Housing Units.pdf; 20240124112234752.pdf

Good morning Monica,

Please find the attached executed agreement with Triad Associates and Deptford Township, as you requested, along with a copy of the adopted resolution for your file. If we can be of any further assistance, please don't hesitate to contact the Clerk's Office.

Thank you,

Miriam Molina
Deptford Township Clerk's Office
1011 Cooper Street
Deptford, NJ 08096
Phone 856-845-5300 Ext. 2308
Fax 856-845-8804
mmolina@deptford-nj.org

R.59.24

RESOLUTION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, AUTHORIZING ENTERING INTO A CONTRACT WITH AN ADMINISTRATIVE AGENT FOR THE ADMINISTRATION OF AFFORDABLE HOUSING UNITS

WHEREAS, the Planning Board of the Township of Deptford adopted a Housing Element and Fair Share Plan at a public hearing on August 5, 2020, which was endorsed by the Township Council on September 14, 2020; and

WHEREAS, the Township adopted an Affordable Housing Ordinance on October 19, 2020 that created the position of Administrative Agent; and

WHEREAS, the Mayor and Council of the Township of Deptford wish to renew a contract with Triad Associates, which is attached as Exhibit A, January 1, 2024 to December 31, 2024 to become the Township's Administrative Agent for the purpose of administering and enforcing the affordability controls and the Affirmative Marketing Plan of the Township of Deptford, in accordance with acceptable COAH regulations and the New Jersey Uniform Housing Affordability Controls (N.J.A.C. 5:80-26 et seq.).

NOW, THEREFORE BE IT RESOLVED, by the Council of the Township of Deptford in the County of Gloucester, State of New Jersey, that Triad Associates is hereby designated as the Township's Administrative Agent; and

BE IT FURTHER RESOLVED, that the Mayor and the Township Clerk are hereby authorized to sign the contract between the Township of Deptford and Triad Associates which is attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect pursuant to law.

ATTEST:

Michelle Hack, RMC, Township Clerk

Township of Deptford

Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Work Session Meeting of Township Council of the Township of Deptford held on the 22nd day of January, 2024 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.59.24				
Council Member	**Yes**	**No**	**Abstain**	**Absent**
Medany	✓			
Hufnell	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Schocklin	✓			

Michelle Hack, RMC, Township Clerk

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made December 18, 2023 1, 2023 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **DEPTFORD TOWNSHIP,** 1011 Cooper Street, Deptford, New Jersey 08096 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Project Description and Scope of Services" (the "Services"), attached and made a part of this Agreement, for the period January 1, 2024 through December 31, 2025, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.

2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.

3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.

4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.

5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.

6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).

7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.

8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.

9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.

10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.

11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.

12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.

13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.

14. Consultant reserves the right to cease performance under this Agreement due to:
    a. Principal's nonpayment of compensation as required by Exhibit B;
    b. Principal's failure to pay invoices within 45 days of receipt;
    c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.

15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bear their own costs for presentation of their case to the arbitration.

16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.

17. Except to the extent caused by the negligence or willful misconduct of Consultant, Principal shall indemnify, defend and hold Consultant, its principals, officers, directors, employees and agents harmless against and from all losses which may be imposed upon, incurred by or asserted against Consultant by any third party and arising out of or in connection with bodily injury or property damage resulting from (a) force majeure, (b) acts of third parties, (c) the acts or omissions (including violations of Law) of Principal, or (d) any matter not within the reasonable control of Consultant.

18. In the event that the Principal is a county or municipal government, or county or municipally created entity, the chief financial officer of the government entity shall certify that the funds are available to pay the compensation of this Agreement.

19. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.

20. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.

21. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.

22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

To the Consultant:	**To the Principal(s):**
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	DEPTFORD TOWNSHIP 1011 Cooper Street, Deptford, New Jersey 08096
Attention: Carolyn P. Zumpino President	Attention: Thomas Newman, Jr. Township Manager

or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

[SIGNATURE PAGE FOLLOWS]

The Consultant and Principal executed this Agreement as of the date first above written.

TRIAD ASSOCIATES

Witness/Attest

Carolyn P. Zumpino
President

Date: December 15, 2023

DEPTFORD TOWNSHIP

Witness/Attest

By:

Date: 1/23/2024

BILLING CONTACT INFORMATION:
Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

Please Print

Name/Title: _____

Billing Address: _____

Email Address: _____

Phone No. _____

Fax No. _____

CERTIFICATION OF FUNDS
I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

Signature

Date 1/23/2024

Print Name & Title

EXHIBIT A
PROJECT DESCRIPTION AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated December 15, 2023 between **TRIAD ASSOCIATES** ("Consultant"), and **DEPTFORD TOWNSHIP** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

PROJECT DESCRIPTION / SUMMARY OF SERVICES:

I. Administrative Agent Services: Sale Units
II. Administrative Agent Services: Rental Units
III. Affordability Assistance Program Design and Operating Manuals
IV. Affordability Assistance Program Implementation
V. Technical Assistance on Affordable Housing Requirements
VI. Municipality's Responsibilities

SCOPE OF SERVICES

I. ADMINISTRATIVE AGENT SERVICES: SALE UNITS

The Consultant, upon the request of the Principal and in compliance with the Court Judgment of Repose and Compliance Order (if applicable), shall assist the Principal to perform the duties and responsibilities of an administrative agent as are governed by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) and Section 5:80-26.1 et seq. of the regulations promulgated there under (the Rules) **for the administration of units approved through the Fair Share Housing Center Settlement Agreement and the Housing Element and Fair Share Plan**, which include:

A. Operating Manual

1. Creating, reviewing and/or updating written operating manual, for approval by the Court, setting forth procedures for administering affordability controls;

B. Affirmative Marketing

1. Assisting the Municipality with the preparation of an updated Affirmative Marketing Plan consistent with the provisions of N.J.A.C. 5:80-26.15;
2. Conducting an outreach process to ensure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Municipality and the provisions of N.J.A.C. 5:80-26.15;
3. Ensure that new development/waiting lists are posted on the New Jersey Housing Resource Center website (www.njhrc.gov) at least 60 days prior to holding a lottery, pursuant to P.L.2020, c.51 (C.52:27D-321.3 et seq.).;
4. Market units in accordance with the Fair Chance in Housing Act (enacted 1/1/2022);
5. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as required; and
6. Providing counseling or referrals to counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

C. General Administrative/Waitlist Management

1. Maintain an applicant pool and waiting list for sale/resale units;
2. Waiting lists may be closed when there are sufficient number of applicants to fill approximately two years' worth of vacant units. Wait lists will be re-opened when the applicant pool is not sufficient to fill vacant units. Additional marketing may be required;
3. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4; and
4. Sending annual notices of maximum affordable rent allowed to tenants of affordable units.

D. Household Certification

1. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a very-low, low- or moderate-income unit;
2. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
3. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of the ownership certificate set forth in Appendix J of N.J.A.C. 5:80-26.1, et. seq.; and
4. Employing a random selection process as provided in the Affirmative Marketing Plan of the Municipality when referring households for certification to affordable units.

E. Affordability Controls

1. Furnishing to attorneys or closing agents' forms of deed restrictions, mortgage, mortgage note and Certificate for Applicants Certified to Ownership Unit (required by section 5:80-26.1(c)(2) for recording at the time of conveyance of title of each restricted unit;
2. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
3. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;
4. Communicating with lenders regarding foreclosures; and
5. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10 et. seq.

F. Resales

1. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the resale of restricted units;
2. Instituting and maintaining an effective means of communicating information to very-low, low- and moderate-income households regarding the availability of restricted units for resale or rental; and
3. Ensuring ongoing compliance with N.J.A.C. 5:80-26.7(a) and those set forth in 5:80-26.18 et seq.

G. Processing Requests from Unit Owners

1. Reviewing and approving requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;

2. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems;
3. Notifying the Municipality of an owner's intent to sell a restricted unit; and
4. Processing requests and making determinations on requests by owners of restricted units for hardship waivers.

H. Enforcement

1. Securing annually from municipalities lists of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
2. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
3. Providing reports to Principal and/or DCA, as requested.

I. Public Records: Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality. The Administrative Agent named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.

J. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder

II. ADMINISTRATIVE AGENT SERVICES: RENTAL UNITS

The Consultant, upon the request of the Principal and in compliance with the Court Judgment of Repose and Compliance Order (if applicable), shall assist the Principal to perform the duties and responsibilities of an administrative agent as are set forth, including but not limited to the Municipality's Fair Share Plan, New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) Fair Housing Act rules and regulations, and UHAC regulations, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

A. Operating Manuals

1. Creating/reviewing and publishing written operating manual(s), as approved by the Court, setting forth procedures for administering affordability controls;

B. Affirmative Marketing (as needed)

1. Assisting the Municipality with the preparation of an updated Affirmative Marketing Plan consistent with the provisions of N.J.A.C. 5:80-26.15;
2. Conducting an outreach process to ensure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Municipality and the provisions of N.J.A.C. 5:80-26.15;
3. Ensure that new development/waiting lists are posted on the New Jersey Housing Resource Center website (www.njhrc.gov) at least 60 days prior to holding a lottery, pursuant to P.L.2020, c.51 (C.52:27D-321.3 et seq.).; and
4. Market units in accordance with the Fair Chance in Housing Act (enacted 1/1/2022);

5. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as needed.

C. General Administrative/Waitlist Management

1. Maintain an applicant pool and waiting list for rental units with at least two years' worth of applicants for anticipated units available;
2. Sending annual letters to all tenants of affordable dwelling units, providing them with the maximum allowable rents and the contact information for Triad where complaints of excess rents can be reported pursuant to N.J.A.C. 5:80-26.18(d)4; and
3. Notification of annual allowable rent increases sent to landlords upon the release of the annual Affordable Housing Regional Income Limits by Household Size.

D. Household Certification

1. Soliciting, scheduling, conducting and following up on interviews with interested households;
2. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a very-low, low- or moderate-income unit;
3. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of the rental certificate set forth in Appendix K of N.J.A.C. 5:80-26.1, et. seq.;
4. Employing a random selection process as provided in the Affirmative Marketing Plan of the Municipality when referring households for certification to affordable units.
5. Ensuring ongoing compliance with N.J.A.C. 5:80-26.7(a) and those set forth in 5:80-26.18 et seq.

E. Enforcement: The posting annually in all rental properties, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;

F. Public Records: Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality. The Administrative Agent named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.

G. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

III. AFFORDABILITY ASSISTANCE PROGRAM DESIGN AND OPERATING MANUALS

The Consultant shall, upon the request of the Principal, in accordance with the provisions of the Fair Housing Act and the Uniform Housing Affordability Control (UHAC) regulations (N.J.A.C. 5:80-26.1 et seq.), work with municipal staff to identify eligible services and level of financing for the Affordability Assistance Program.

IV. AFFORDABILITY ASSISTANCE PROGRAM IMPLEMENTATION SERVICES

Process Applications and provide approvals or denials to the Principal for the following programs that were identified in the Operating Manual:

A. **Down Payment Assistance -** The Down Payment Assistance Program is designed to help low- and moderate-income households achieve the goal of homeownership. Funds provided to title company and secured by mortgage and mortgage note.

B. **Emergency And Health/Safety Repairs For Owner Occupied Affordable Units**– Affordability Assistance funding is available to assist income qualified owners of low-and moderate-units to make emergency and/or health and safety related repairs that they do not have the financial resources to make otherwise. Funds provided to the construction contractor upon completion of service and secured by mortgage and mortgage note. Additional Case Management Services provided by Triad include:
   - Coordinate inspections by the municipal building inspector to document emergency
   - Assist Homeowner to obtain quotes from contractors
   - Review required documentation from contractors to verify they are qualified
   - Present quotes for review and approval/denial by municipality
   - Prepare construction contract
   - Coordinate final inspection by the municipal building inspector
   - Prepare close out documentation for homeowner
   - Process payment request from contractor to municipality
   - Prepare mortgage and mortgage note for recording by municipality

C. **Energy Efficiency Program (EEP) For Owner Occupied Affordable Units** - This program makes available funding to income-qualified owners of deed restricted affordable homes in the municipalities. The eligible Energy Efficiency upgrades/replacements are listed in the Operating Manual. Funds provided to the construction contractor upon completion of service and secured by mortgage and mortgage note. Additional Case Management Services provided by Triad include:
   - Assist Homeowner to obtain quotes from contractors
   - Review required documentation from contractors to verify they are qualified
   - Present quotes for review and approval/denial by municipality
   - Prepare construction contract
   - Coordinate final inspection by the municipal building inspector
   - Prepare close out documentation for homeowner
   - Process payment request from contractor to municipality
   - Prepare mortgage and mortgage note for recording by municipality

D. **Homeownership Assistance Program -** The Program is designed to help income qualified low- and moderate-income homeowners retain stable finances. This program will provide funding to homeowners of deed restricted affordable properties within the municipality who are in arrears with mortgage payments, taxes, utility payments, special assessments, or homeowners' fees, as outlined in the Operating Manual. Payments will be made to the applicable entity and secured with mortgage and mortgage note. Additional analysis of applicants ongoing ability to maintain expenses of unit will be made prior to approving any funds being dispersed. Additional case management services will include:
   - Obtaining bills/invoices with outstanding balances and account numbers
   - Preparing and presenting recommendations of assistance and amounts to the municipality
   - Preparing requests for payments to each entity and submitting to municipality
   - Prepare mortgage and mortgage note for recording by municipality

E. **Rental Assistance** - This program makes available grants to income-qualified tenants of deed restricted affordable apartments in the municipality in an amount equal to the amount of rent that the landlord charges for the first month of occupancy or security deposit. Funds will be sent to Landlord and secured by a landlord agreement. Triad will prepare all documents for the municipality.

F. **Create Additional Very Low-Income Units** – Affordability assistance may be utilized to create additional very low-income units by converting a moderate or low-income unit into a very low-income unit in new developments. The affordability assistance will result in additional very low-income units beyond what is required by state affordable housing rules. Triad is available to provide technical assistance.

G. Income-qualify applicants if not completed as part of the purchasing or renting certifications.

H. **Other Administrative Agent Notification** – If applicable, Consultant will contact other Administrative Agents overseeing affordable units in the municipality to inform them of the program and how to assist low- and moderate-households access these funds.

I. **Homeowner Notification** - Notify current homeowners of availability of Affordability Assistance Program through creation of flyer that will be mailed/emailed.

J. Revisions/Updates to Operating Manual, as needed.

V. **MUNICIPAL ADMINISTRATIVE AGENT–TECHNICAL ASSISTANCE ON AFFORDABLE HOUSING REQUIREMENTS**: Upon request, Consultant will provide the following services:

A. Meet with Municipality's designated staff to establish project implementation goals for contract year;

B. Meet with Municipality's designated staff to review general oversight responsibilities of the Municipality, the Administrative Agent and the those of each project developer;

C. Prepare and/or update Trust Fund Spending Plan, Illustrative Rents/Sales Prices and/or Affirmative Marketing Plan for the For-Sale and Rental Program, as needed;

D. Preparation of Mid-Point Reviews and Annual Reports as required by the Court Judgment of Repose and Compliance Order;

E. Complete Annual Monitoring of all affordable units as follows and to obtain needed information:

1. Report any non-compliance identified to Municipality's Solicitor and ensure all follow up notices and actions are taken;
2. Contact all Administrative Agents to obtain updated information on waiting lists, affirmative marketing efforts and lists of units sold or rented to date and current allowable rents from landlords; and
3. Contact all Group Home managers to obtain documentation on continued use and current licenses;

F. Provide technical assistance with affordable unit documentation required for Third Round Plan compliance and attend case management/compliance hearings, as needed.

VI. **MUNICIPALITY'S RESPONSIBILITIES:** The Municipality shall:

1. Provide to the name, title and telephone number of the municipal official designated as the Municipal Housing Liaison and primary contact person for all matters related to this Scope of Work to the Administrative Agent;

2. Review applicable local ordinances to ensure they are not in conflict with, and will enable efficient implementation of, the Scope of Work;
3. Monitor the status of all restricted units in the Municipality's Fair Share Plan based on the information supplied and reports submitted by the Administrative Agent;
4. Review and verify monthly/annual reports, manuals, Affirmative Marketing Plans and other documents supplied by the Administrative Agent, and submit, if required, to the Court or FSHC;
5. Attend meetings with affordable housing providers as arranged by the Administrative Agents, as applicable;
6. Monitor that all restricted affordable units are identified as affordable within the tax assessor's office and any Municipal Utility Authority (MUA) database. The Municipality and MUA shall promptly notify the Administrative Agent of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on all affordable units;
7. Provide all reasonable and necessary assistance to the Administrative Agent in support of efforts to enforce provisions of the Municipality Fair Share Plan, the Fair Housing Act Rules and regulations, as amended, deed covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under this Scope of Work and subsequent Agreements.

AGENCY ENFORCEMENT AND DELEGATION. Under this Agreement, the Principal delegates to the Consultant, and the Consultant accepts, the primary responsibility for enforcing the substantive provisions of the Act and the Rules. However, if the Consultant fails to Act, the Principal shall retain ultimate responsibility for ensuring effective compliance with the Rules and the Consultant will come under the supervision of the Principal.

ASSIGNMENT OF AFFORDABLE HOUSING UNITS. This Agreement shall govern the provision of affordability control services for the following affordable housing units located within the municipality that fall under the jurisdiction of the Act: Units to be specified upon receipt of Substantive Certification for the municipality's Third Round Plan.

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated March 31, 2023 between **TRIAD ASSOCIATES** ("Consultant"), and **DEPTFORD TOWNSHIP** ("Principal").

Principal agrees to pay the Consultant as follows:

COMPENSATION: The Principal shall provide compensation for Affordable Housing Administrative Agent services provided in Exhibit A according the following fee schedule which includes all travel, clerical and related expenses:

I. ADMINISTRATIVE AGENT SERVICES: SALE UNITS

Service	Fee	Paid by
Operating Manual: Prepare/Update Operating Manual and/or Affirmative Marketing Plan, as needed	$150.00 per hour not to exceed $2,000.00 for each manual/plan as needed	Principal
Affirmative Marketing: For NEW DEVELOPMENTS only, Consultant will be paid for Affirmative Marketing to Homebuyers, completion of randomization process (lottery) and the establishment of an applicant pool. Post Lottery: Wait list management fee will be charged.	$3,000.00 Lump sum fee plus 100% reimbursement for all direct costs associated with marketing, as needed, including but not limited to advertising fees, printing/ postage. *Direct costs not to exceed $750.00* Additional direct costs will be billed after prior approval from Principal	Principal or Developer if authorized by Ordinance
Additional Outreach needed once wait list becomes exhausted will be performed on an hourly basis after approval from the Principal or Developer.	$150.00 per hour plus direct costs for ads, marketing etc., after prior approval from Principal or Developer.	Principal or Developer if authorized by Ordinance
General Administration/Wait list Management • Maintain Waiting List/Applicant pool and complete annual mailing to ensure owner compliance with UHAC guidelines.	$200.00 per month plus direct costs for postage while waiting list is open.	Principal or Developer under separate contract
Household Certifications - Sales: • Certify applicants for eligibility (Per case fee) • Certification fee may be charged if income qualification is required for Affordability Assistance Program	$1,200.00 for the completion of each Eligibility Certification or Denial	Principal or Developer under separate contract
Affordability Controls • Prepare closing documents to include deed restriction, mortgage, mortgage note and Certificate for Applicants Certified to Ownership Unit • Removal of Deed Restrictions and cancellation of mortgage note upon expiration of controls	$450.00 for each certified applicant that proceeds to closing $275.00 for each mortgage discharge or subordination as needed.	Principal

Service	Fee	Paid by
<u>For Re-Sales only</u> • Issue Notice of Intent to Re-Sell • Consultant will be paid three (3%) of sales price upon closing.	3% of the Sales Price (Fee Payable by Seller at Closing) Minimum fee - $1,500.00	Property Owner
<u>Refinancing & Home Equity Transactions</u> – Owner Occupied Units only	Lump Sum Fee of $375.00 per case to be paid at closing	Property Owner
<u>Enforcement</u> • Notifying absentee owners of compliance issues • Providing project status reports, as requested	$150.00 per hour	Principal
Additional Services required to carry out responsibilities of an administrative agent, as requested.	$150.00 per hour as needed	Principal

II. ADMINISTRATIVE AGENT SERVICES: RENTAL UNITS

Service	Fee	Paid by
<u>Operating Manual:</u> Prepare/Update Operating Manual and/or Affirmative Marketing Plan, as needed	$150.00 per hour not to exceed $2,000.00 for each manual or Plan as needed	Principal
<u>Affirmative Marketing:</u> For NEW DEVELOPMENTS only, Consultant will be paid for Affirmative Marketing to Affordable Households, completion of randomization process (lottery) and the establishment of an applicant pool. <u>Post Lottery:</u> Wait list management fee will be charged.	$3,000.00 Lump sum fee plus 100% reimbursement for all direct costs associated with marketing, as needed, including but not limited to advertising fees, printing/ postage. *Direct costs not to exceed $750.00* Additional direct costs will be billed after prior approval from Principal	Principal or Developer if authorized by Ordinance
Additional Outreach needed once wait list becomes exhausted will be performed on an hourly basis after approval from the Principal or Developer.	$150.00 per hour plus direct costs for ads, marketing etc., after prior approval from Principal or Developer.	Principal or Developer if authorized by Ordinance
<u>General Administration/Wait list Management</u> • Maintain Waiting List/Applicant pool • Annual Letters to Tenants • Annual Rental Increase Allowances to Landlords	$200.00 per month plus direct costs for postage.	Principal or Developer under separate contract
<u>Household Certifications – Rentals/Re-rentals:</u> • Certify applicants for eligibility (Per case fee) • Certification fee may be charged if income qualification is required for Affordability Assistance Program	$950.00 for the completion of each Eligibility Certification or Denial	Principal or Developer under separate contract

Service	Fee	Paid by
Enforcement • Notifying absentee owners of compliance issues • Providing project status reports, as requested	$150.00 per hour as needed	Principal
Additional Services required to carry out responsibilities of an administrative agent, as requested. This will also include transition services from previous Administrative Agent.	$150.00 per hour with prior approval	Principal

III. AFFORDABILITY ASSISTANCE PROGRAM DEVELOPMENT

Service	Fee	Paid by
Operating Manual: Prepare /Update Operating Manual for the Affordability Assistance Program: • Consult with Municipality regarding program options • Create draft manual for review • Revise manual, if needed • Prepare Resolution to adopt Manual, if needed	$150.00 per hour not to exceed $1,750.00 per manual as needed.	Principal

IV. AFFORDABILITY ASSISTANCE PROGRAM IMPLEMENTATION SERVICES

Service	Fee	Paid By
Income Qualification: If applicant requires income qualification for program approval/denial	$950.00 per income qualification, If needed	Principal
Down Payment Assistance Program: • Review and process each Affordability Assistance application for Down Payment and/or Closing Cost Assistance in accordance with the Scope of Services. • Preparation of mortgage and mortgage note.	$550.00 for each Sales applicant that is certified for the Down payment Assistance program.	Principal
Emergency & Health/Safety Repairs for Owner Occupied Affordable Units: Review and process each Affordability Assistance application for Emergency & Health Safety Repairs including: • Coordinate inspection by Municipality Building Inspector to document Emergency • Assist Homeowner with obtaining contractor proposals • Preparation of Construction Contract • Coordinate/process final payment in accordance with the Scope of Services. • Prepare Mortgage/Mortgage Note	$1,250.00 for each Owner-Occupied case processed through the Emergency & Health/Safety Repairs	Principal

Service	Fee	Paid By
Energy Efficiency Program For Owner Occupied Affordable Units: Review and process each Affordability Assistance application for Energy Efficiency including: • Assist Homeowner with obtaining contractor proposals • Preparation of Construction Contract • Coordinate/process final payment in accordance with the Scope of Services. • Prepare Mortgage/Mortgage Note	$1,250.00 for each Owner-Occupied case processed through the Energy Efficiency Program	Principal
Homeownership Assistance Program: Review and process each application from homeowners of deed restricted affordable properties within the Municipality who are in arrears with mortgage payments, taxes, utility payments, special assessments, or homeowners' fees, including: • Review documents submitted on arrears and prepare approval or denial letter • Coordinate/process payment in accordance with the Scope of Services. • Prepare Mortgage/Mortgage Note	$1,250.00 for each Owner-Occupied case processed through the Homeownership Assistance Program	Principal
Rental Assistance: Review and process each application from an income-qualified tenant of deed restricted affordable apartments for assistance for rent and/or security deposit assistance, including: • Preparation of grant agreement • Coordinate/process payment in accordance with the Scope of Services	$350.00 for each Rental Assistance application processed through the Rental Assistance Program	Principal
Create Additional Very Low-Income Units: Provide Technical Assistance, as requested.	$150.00 per hour	Principal
Other Administrative Agent Notification: If applicable, Consultant will contact other Administrative Agents overseeing affordable units in the municipality to inform them of the program and how to assist low- and moderate-households access these funds.	$150.00 per hour	Principal
Homeowner Notification: Notify current homeowners of availability of Affordability Assistance Program through creation of flyer that will be mailed/emailed, if needed.	$150.00 per hour	Principal
Revisions/Updates to Operating Manual, as needed.	$150.00 per hour	Principal

V. TECHNICAL ASSISTANCE SERVICES

Service	Fee	Paid by
Program Consultant will be paid a fee for the provision of the following services: • Meet with Municipality designated staff to establish project implementation goals for contract year; • Meet with Municipality designated staff to review general oversight responsibilities of the Municipality, the Administrative Agent and the those of each project developer;	$150.00 per hour	Principal

Service	Fee	Paid by
• Prepare and/or update Trust Fund Spending Plan, Illustrative Rents/Sales Prices and/or Affirmative Marketing Plan, as needed; • Preparation of Mid-Point Reviews and Annual Reports as requested by the Municipality;; • Complete Annual Monitoring of all affordable units as follows and to obtain needed information: o Report any non-compliance identified to Municipality Solicitor and ensure all follow up notices and actions are taken; o Contact all Administrative Agents to obtain updated information on waiting lists, affirmative marketing efforts and lists of units sold or rented to date and current allowable rents from landlords; and o Contact all Group Home managers to obtain documentation on continued use and current licenses; • Provide technical assistance with affordable unit documentation required for Third Round Plan compliance and attend case management/compliance hearings, as needed. • Throughout the term of the contract, attend meetings and provide monthly update reports, as needed.		

METHOD OF PAYMENT:

- Monthly invoices will be submitted for services performed by the Consultant for the provision of all Administrative Agent Services identified in Exhibit A.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360

UNSPECIFIED TECHNICAL SERVICES: For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff.

OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.

COPIES: Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) PDF copy of final application, study or final work product for the Principal's file.

TOWNSHIP OF DEPTFORD

Gloucester County, New Jersey

Municipal Building
1011 Cooper Street
Deptford, New Jersey 08096
(856) 686-2203 phone
(856) 845-8804 fax
twpclerk@deptford-nj.org

Michelle Hack
Registered Municipal Clerk

March 19, 2025

Carolyn Zumpino
c/o Triad Associates
1301 W. Forest Grove Road
Building 3
Vineland, NJ 08360

via email: czumpino@triadincorporated.com

Dear Carolyn,

Attached please find the executed copy of the Professional Services Agreement by and between Triad Associates and the Township of Deptford.

If you have any questions, please don't hesitate to contact my office.

Sincerely,

Michelle Hack, RMC, Township Clerk

MH/mld
Enclosures

AMENDMENT / CHANGE ORDER NO. 1
TO THE PROFESSIONAL SERVICE AGREEMENT
BY AND BETWEEN
TRIAD ASSOCIATES AND TOWNSHIP OF DEPTFORD

This will serve as an Amendment made March 5, 2025, to the existing Professional Service Agreement , originally made effective on January 23, 2024, between **TRIAD ADVISORY SERVICES, INC. (trading as TRIAD ASSOCIATES),** ("Consultant") and **TOWNSHIP OF DEPTFORD** ("Principal").

PROJECT DESCRIPTION: Township of Deptford – 2025 Affordable Housing Administrative Agent Services.

WITNESSETH THAT:

Whereas, the Principal and the Consultant have entered into a contract made effective January 23, 2024, for Affordable Housing Administrative Agent Services for the period January 1, 2024, through December 31, 2025, and

Whereas, the Principal has a need for Technical Assistance for Housing Rehabilitation Services; and

Whereas, the Principal desires the Consultant to expand its provision of Affordable Housing Administrative Agent Services to include the Housing Rehabilitation Technical Assistance Services as described in the attached Scope of Services (Attachment A).

NOW THEREFORE, the Principal and Consultant do mutually agree to amend the existing contract as follows:

- To amend the existing contract to include Housing Rehabilitation Technical Assistance Services.
- The Housing Rehabilitation Technical Assistance Services will be billed monthly as services are performed, plus any other applicable fees as outlined in Attachment A under Compensation.

All other terms and conditions of the Contract will remain the same.

The parties to this agreement intend to be legally bound as of the date previously mentioned above.

TRIAD ASSOCIATES

Witness

Carolyn Zumpino
President

Date: March 5, 2025

TOWNSHIP OF DEPTFORD

Witness

By:

Date: 3/17/2025

ATTACHMENT A

SCOPE OF SERVICES AND COMPENSATION

Attached to and made a part of the Agreement dated March 5, 2025, between **TRIAD ASSOCIATES** ("Consultant") and **TOWNSHIP OF DEPTFORD** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

SCOPE OF SERVICES:

I. **AFFORDABLE HOUSING UNIT REHABILITATION TECHNICAL ASSISTANCE– SALE UNITS**

The Consultant will provide technical assistance to the Township who is renovating a housing unit that the Township has purchased, in accordance with the provisions of the Fair Housing Act and the Uniform Housing Affordability Control (UHAC) regulations (N.J.A.C. 5:80-26.1 et seq.).

A. *Property Rehabilitation Technical Assistance*: Consultant will provide technical assistance to the Township for the rehabilitation of the property under consideration, known as 33 Dancy Avenue, Deptford, New Jersey. Consultant will facilitate the process by obtaining housing rehabilitation work-write-ups, inspection oversight using a third party inspector hired by the Township, bids and other rehabilitation efforts. Consultant will ensure compliance relating to safety, quality and habitability. Consultant will ensure that the work write up includes specifications to bring the unit up to code and is in compliance with the Municipality's basic minimum standards for exterior treatments and interior quality. Consultant and/or the Township's delegated sub-contractor will coordinate all pre- construction conferences, construction contract signings, inspections, interacting with code officials and historic review boards, and assist in preparing all legal construction documentation for approval by the Township's solicitor. Consultant will review proposed rehabilitation scope with Principal and obtain authorization prior to placing the unit out for bid and proceeding with proposed scope.

B. *Sale of Unit*: Please note that this project involves the Administration of a Sale Unit, known as 33 Dancy Avenue, Deptford, New Jersey. The scope, fees, and related information for the administration of sale units is included in Triad's existing 2024-2025 Contract for Administrative Agent Services. Triad will abide by the existing 2024-2025 Contract with respect to the sale of this unit.

II. **THIRD-PARTY INSPECTION SERVICES *(Principal to contract with and pay inspector directly)***

Third-Party Property Inspection Services are not part of this contract, but are listed here for informational purposes only.

A. Inspect dwellings being considered for the program funding, take required photographs and prepare a work write-up with an estimate of cost.

B. Conduct lead inspections and risk assessments of participating properties as required.

C. Conduct interim and final inspections of contracted work for release of payments to contractors

COMPENSATION: The Principal shall provide compensation for Affordable Housing Administrative Agent services provided in accordance with Attachment A as follows:

I. AFFORDABLE HOUSING UNIT REHABILITATION ADMINISTRATION – SALE UNITS

Service	Fee	Paid By
Substantial Rehab: Technical Assistance to Municipality for Rehabilitation Project Management, and Case Management through Property Sale Services **Housing Rehabilitation Services Fee does not include third party inspection fees.**	$150.00 per hour once approved by the Principal, where it is estimated that the total cost of services for this proposal item will be approximately $6,000. All direct costs (rehabilitation work, third-party inspection fees, etc.) shall be reimbursed at cost or paid by the Principal.	Principal

METHOD OF PAYMENT:

- Monthly invoices will be submitted for services performed by the Consultant for the provision of all Housing Rehabilitation Services identified in Attachment A.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360

R.98.25

RESOLUTION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, AUTHORIZING AN AMENDMENT/CHANGE ORDER #1 BETWEEN TRIAD ASSOCIATES AND THE TOWNSHIP OF DEPTFORD

WHEREAS, on December 18, 2023, the Township of Deptford (the "Township") authorized a Professional Service Agreement with Triad Associates to serve the period from January 1, 2024 to December 31, 2025 to become the Township's Administrative Agent for the purpose of administering and enforcing the affordability controls and the Affirmative Marketing Plan of the Township of Deptford, in accordance with acceptable COAH regulations and the New Jersey Uniform Housing Affordability Controls (N.J.A.C. 5:80-26 et seq.); and

WHEREAS, the Mayor and Council of the Township of Deptford wish to authorize an Amendment, herein, known as Change Order #1 with Triad Associates to expand the Scope of Services Triad Associates provides to the Township, specifically Affordable Housing Rehabilitation Technical Assistance of Sale of Unit identified as 33 Dancy Avenue in the Township of Deptford.

NOW, THEREFORE BE IT RESOLVED that the Mayor and the Township Clerk are hereby authorized to sign the Amendment of Agreement / Change Order #1 between the Township of Deptford and Triad Associates which is attached hereto as Exhibit A.

ATTEST:

Michelle Hack, RMC, Township Clerk

Township of Deptford

Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Work Session Meeting of Township Council of the Township of Deptford held on the 17th day of March, 2025 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.98.25				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			

Michelle Hack, RMC, Township Clerk

N. Spending Plan, Resolution of Intent to Fund

Spending Plan of the Housing Element and Fair Share Plan
Deptford Township
February 4, 2026

Introduction

The Township of Deptford, Gloucester County has prepared an amended Housing Element and Fair Share Plan that addresses its regional fair share of the affordable housing need in accordance with *N.J.S.A.* 40:55D-28b(3), the Fair Housing Act and the extant regulations of the New Jersey Council on Affordable Housing (*N.J.A.C.* 5:93-1 *et seq.*). A development fee ordinance creating a dedicated revenue source for affordable housing was approved by COAH on August 2, 1996, initially adopted by the municipality on January 15, 2004, and subsequently modified per COAH rules and guidance on December 7, 2005, November 13, 2006, and February 22, 2010, respectively. This Spending Plan has been established pursuant to the terms of the now applicable NJ Department of Community Affairs ("DCA") rules at *N.J.A.C.* 5:99, to set priorities for the disbursement of funds from its affordable housing trust fund.

As of December 31, 2024, the Township of Deptford had collected $3,792,769.17 in development fees, payments in-lieu of construction and interest; and expended $139,688.95 on housing activity, $875,373.93 on affordability assistance, and $260,148.86 on administration, resulting in a balance of $2,517,557.43. All development fees, payments in lieu, funds from the sale of units with extinguished controls, and interest generated by the fees are and have been deposited in a separate interest-bearing affordable housing trust fund in Columbia Savings Bank for the purposes of affordable housing. These funds shall be spent in accordance with *N.J.A.C.* 5:99-2.3 through -2.5, as described in the sections that follow.

1. Revenues For Certification Period

To calculate a projection of revenue anticipated during the period of Third Round Judgment of Repose, Deptford Township 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.

3. Future development that is likely to occur based on historical rates of development over the past five years.

B. Payments in lieu (PIL). Payments-in-lieu (PIL) of construction from developers were accepted in limited circumstances prior to 2013. No new payments-in-lieu are expected, as the 2024 amendment to the FHA, codified as P.L. 2024 c.2, has repealed the ability for municipalities to exact payments in lieu of construction of affordable units.

C. Other funding sources. Deptford Township is not anticipating collecting money from other funding sources at this time. Funds from other sources include, but are not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, and proceeds from the sale of affordable units. All monies in the Affordable Housing Trust fund are anticipated to come from development fees and interest.

D. Projected interest.

Table SP-1 on the following page indicates the anticipated revenue to be generated from development impact fees and interest. The Township of Deptford projects a subtotal of $1.74 million to be collected between January 1, 2025, and June 30, 2035, including interest, to be used for affordable housing purposes, under the assumptions presented in this document. The total after adding the money currently in the account is projected to be $4.26 million.

Table SP-1. Projected Revenues-Housing Trust Fund – 2025 through June 30, 2035

Year / Source of Funds	Thru 12/31/24	2025-2026	2027-2028	2029-2030	2031-2032	2033-2034	2025 thru 6/30/2035	2025-2035 Total
Projected Residential Development	STARTING BALANCE $2,517,557	$151,000	$151,000	$151,000	$151,000	$151,000	$37,750	$792,750
Projected Non-Residential Development		$163,000	$163,000	$163,000	$163,000	$163,000	$40,750	$855,750
Other Income		-	-	-	-	-	-	-
Payment-in-lieu of construction		No longer permitted						-
Interest		$18,280	$18,280	$18,280	$18,280	$18,280	$4,577	$95,977
Total	**$2,517,557**	**$332,280**	**$332,280**	**$332,280**	**$332,280**	**$332,280**	**$83,077**	**$1,744,477**
							Starting Balance Plus Projected Revenues	**$4,262,034**

Projected development is based on fees collected between January 1, 2015, and December 31, 2025. Total deposits are then averaged and extrapolated through July 2035. Interest calculations are based on the annual ending balance of the Affordable Housing Trust Fund and calculated at a 1.3% interest rate on projected revenue less projected expenses through 2035.

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 the Township of Deptford:

A. Collection of Development Fee Revenues

All collection of development fee revenues will be in accordance with *N.J.A.C.* 5:93 *et seq.* and P.L.2008, c.46, sections 8 *(N.J.S.A.* 52:27D-329.2) and 32-38 (*N.J.S.A.* 40:55D-8.1 through 8.7) as well as §113 of the Deptford Township Unified Development Ordinance for both residential and non-residential developments.

B. Distribution of Development Fee Revenues

Requests for distribution of funds will first be made to the Township Manager by the Township Planner for eligible activities. The request for funds will detail the amount requested, the beneficiary of the distribution, the use of funds and the timeline for distribution. In this request for funds and determination of eligible activities the Township Manager and Planner may be assisted by the Township Solicitor and/or Special Counsel. Upon receipt of the request, the Township Manager will transmit the requested amount to the Chief Financial Officer (CFO) of the municipality. The CFO will report back to the Manager the amount available for distribution. 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

Deptford Township may use the funds in the trust fund for any of the below listed items, pursuant to *N.J.A.C.* 5:99-2.3, -2.4 and -2.5:

- Rehabilitation program;

- New construction of affordable housing units and related development costs; in the case of inclusionary developments, eligible costs shall be pro-rated based on the proportion of affordable housing units included in the development;
- Extensions or improvements of roads and infrastructure directly serving affordable housing development sites; in the case of inclusionary developments, costs shall be pro-rated based on the proportion of affordable housing units included in the development;
- Acquisition and/or improvement of land to be used for affordable housing;
- Purchase of existing market-rate or affordable housing for the purpose of maintaining or implementing affordability controls, such as in the event of foreclosure;
- Accessory apartment or market-to-affordable programs;
- Green building strategies designed to save money for low- and moderate-income households, either for new construction that is not funded by other sources, or as part of necessary maintenance or repair of existing units;
- Maintenance and repair of affordable housing units;
- Repayment of municipal bonds issued to finance low- and moderate-income housing activity;
- Affordability assistance to very low-, low- and moderate-income buyers and renters of affordable housing units to lower the cost of homeownership, subsidize closing costs, or to reduce the capitalized basis of the rent payments;
- To defray the costs of structured parking; in the case of inclusionary developments, eligible costs shall be prorated based on the proportion of affordable housing units included in the development;
- Any other activity as specified in the approved spending plan or as approved by the Division as an emergent affordable housing opportunity; or
- Any other activity approved by the Division of Local Planning Services, DCA.

Although *N.J.A.C.* 5:99 does not require a specific minimum percentage that must be spent on affordability assistance, the Township will continue to allocate 30% of collected development fees, excluding housing activity expenditures made from the affordable housing trust fund prior to June 2, 2008, to provide affordability assistance to low- and moderate-income households in affordable units included in the Fair Share Plan. Although *N.J.A.C.* 5:99-2.4(a) permits no more than 20 percent of all affordable housing trust funds to be expended on administration, extant rules prior to December 2024 limited administrative expenditures to no more than 20% of development fees and interest. Thus the Township will continue to limit its administrative expenditures to 20% of development fees and interest. Administrative expenditures include, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to prepare or implement a rehabilitation program, a new construction program, a housing element and fair share plan, and/or an affirmative marketing program.

If funding should fall short of the amount necessary, Deptford will seek grants, low-cost loans or use general revenues and its bonding capacity to meet such shortfall.

4. Affordability Assistance (*N.J.A.C.* 5:99-2.5)

Table SP-2 indicates the minimum amount anticipated being available for affordability assistance to low- and moderate-income households.

Table SP-2. Projected Minimum Affordability Assistance Requirement.

Development fees collected through 12/31/2024		$3,179,262
Development fees projected 1/1/2025 – 6/30/2035	+	$1,648,500
Less Housing Activity through 6/2/2008	-	$0
Interest earned through 12/31/2024	+	$246,166
Interest projected 1/1/2025-6/30/2035	+	$95,977
Total	=	**$5,169,905**
30% requirement	x 0.3 =	$1,550,972
Less affordability assistance expenditures through 12/31/2024	–	$875,374
Projected minimum affordability assistance requirement	=	$675,598

Table SP-3 shows the required affordability assistance to very low-income residents pursuant to the assumptions in this Spending Plan. The Township has fulfilled its entire requirement for very low-income affordability assistance. Nonetheless, the Township will dedicate additional very low-income affordability assistance funds as discussed below.

Table SP-3. Minimum Very Low-Income Affordability Assistance Requirement.

Development fees collected 7/17/2008 - 12/31/2024		$2,453,445
Development fees projected 1/1/2025 – 6/30/2035	+	$1,648,500
Less Housing Activity through 6/2/2008	-	$0
Interest earned 7/17/2008 - 12/31/2024	+	$226,277
Interest projected 1/1/2025-6/30/2035	+	$95,977
Total	=	**$4,424,199**
30% requirement	x 0.30 =	$1,327,260
One-third very low-income affordability assistance requirement	÷ 3 =	$442,420
Less very low-income affordability assistance expenditures through 12/31/2024	-	$875,374
Projected minimum affordability assistance requirement	=	$0

Specific Projects

Rehabilitation: The Township will dedicate $200,000 to supplement Gloucester County's Home Rehabilitation Program, to rehabilitate 10 units at an average per-unit payment of $20,000.

Devereux Foundation: The Township will allocate $480,000 to renew affordability controls on 12 group home bedrooms in three facilities owned and operated by Devereux Foundation. The Township intends to negotiate an agreement with the foundation in the coming year before the affordability controls expire in 2027 and 2028 that would secure new controls in return for a payment to Devereux from the trust fund of $40,000 per bedroom. Because these facilities house very low-income individuals, these payments are considered very low-income affordability assistance.

Municipally Sponsored Development: The Township will provide municipal contributions totaling $1.88 million toward the Township's two proposed 100% affordable projects – the proposed 74-unit Diocese of Camden age-restricted development, St. Francis Woods (formerly Donason) and the proposed 76-unit Hillcrest Avenue family development. Of these funds, $500,000 will be considered very low-income affordability assistance to subsidize the creation of very low-income units, and the remaining $1.38 million will be considered housing activity.

Nancy J. Elkis Senior Housing: Affordability controls on these 80 units, originally constructed with Low Income Housing Tax Credits, are due to expire in 2027. The Township intends to execute an appropriate PILOT and allocate $12,000 per unit, for a total allocation of $960,000, to rehabilitate the units as necessary and extend controls for another 30 years.

Future Extensions of Controls: The Township will reserve $30,000 per unit toward the future extensions of affordability controls on 12 affordable for-sale units in the Village of New Sharon development. These controls expire beginning in 2027. For the Township to exercise this expense, it will, by the end of 2026, determine the feasibility of extending these controls, and if it is feasible, will amend the HEFSP to capture this opportunity. Credits would be used to address a future obligation, or to help fill a shortfall if an anticipated compliance mechanism delivers fewer units than expected.

To the extent additional funds are available, the Township may also use funds for the following affordability assistance purposes:

A. Down-payment assistance

B. Rental assistance

C. Security deposit assistance

D. Low interest loans

E. Assistance with homeowners association or condominium fees and special assessments;

F. Converting moderate income units to low-income units and low-income units to very low-income units;

G. Providing a subsidy to developers of 100% affordable developments to make them affordable to very low-income households; and/or

H. Emergency repairs.

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

Table SP-4. Projected Allowed Administrative Expense.

Development fees collected through 12/31/2024		$3,179,262
Payments in lieu of construction through 7/17/08	+	$0
Interest earned through 12/31/2024	+	$246,166
Development fees projected 1/1/2025-6/30/2035	+	$1,648,500
Interest projected 1/1/2026-6/30/2035	+	$95,975
Total	=	**$5,169,903**
20% maximum permitted administrative expenses	x 0.20 =	$1,033,981
Less administrative expenditures through 12/31/2024	–	$260,149
Projected allowed administrative expenditures	=	$773,832

The Township anticipates being able to utilize approximately $773,832 from the affordable housing trust fund for the purpose of administration, including but not limited to salaries and benefits for municipal employees or consultant fees necessary to prepare or implement the rehabilitation program, the new construction program, this housing element and fair share plan, and/or an affirmative marketing program. The Township does not anticipate needing to expend that entire amount, and will reserve up to approximately $382,032 for administrative expenses, based on revenues collected, allowing the remaining anticipated $391,800 to be used for the two 100% affordable housing developments in the HEFSP, St. Francis Woods and Hillcrest.

Deptford will not expend for administrative purposes in excess of the formula in Table SP-4.

6. Expenditure Schedule

The Township of Deptford intends to use affordable housing trust fund revenues to assist the active community development groups in Deptford and the region with new opportunities for affordable housing. As the Township has developed this Spending Plan, it is important to note that it has committed or will commit the expenditure of funds in the municipal trust fund within four years of the date of collection. The expenditure schedule is summarized as follows:

Table SP-5 - Projected Expenditure Schedule 2025 through 2035

Program	Units/ Bedrooms	2025-2026	2027-2028	2029-2030	2031-2032	2033-2034	1-6/2035	Total
Rehabilitation	10	$20k	$40k	$40k	$40k	$40k	$20k	$200k
Housing Activity: St. Francis Woods and Hillcrest Avenue	150		$1.38m					$1.38m
Housing Activity: Elkis Extensions	80		$960k					$960k
Housing Activity: Future Extensions	12			$120k	$120k	$120k		$360k
Affordability Assistance: St. Francis Woods and Hillcrest Avenue			$500k					$500k
Affordability Assistance: Devereux Foundation	12		$480k					$480k
Total Programs		$20k	$3.36m	$160k	$160k	$160k	$20k	$3.88m
Administration		$150k	$20k	$20k	$20k	$75k	$97k	$382k
TOTAL	264	$170k	$3.38m	$180k	$180k	$235k	$117k	$4.262m

7. Excess or Shortfall of Funds

If funding should fall short of the amount necessary, Deptford Township will seek grants, low-cost loans or use general revenues and its bonding capacity to meet such shortfall. In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used to produce additional affordable housing.

8. Summary

In the Fourth Round, Deptford Township intends to spend affordable housing trust fund revenues pursuant to the extant regulations governing such funds and consistent with the housing programs outlined in the amended Housing Element and Fair Share

Plan dated February 4, 2026. Deptford had a balance of $2,517,557.43 as of December 31, 2024, and anticipates an additional $1.74 million in revenues before the expiration of the Fourth Round, for a total of $4.26 million. The Township will dedicate $200,000 toward supplementing the Gloucester County Home Rehabilitation Program funds, $980,000 in very low-income affordability assistance toward the creation of additional very low-income units, and another $2.7 million toward underwriting the costs associated with the construction of new affordable units and extensions of controls on existing affordable units.

The Township anticipates being able to spend approximately $382,000 towards administrative costs. The Township is fully committed to spending revenue received prior to the four-year period in which it must be used pursuant to Ch. 46, P.L. 2008, and any shortfall of funds will be offset by outside funding sources and to the extent necessary, the Township will rely on its resolution of intent to fund.

Table SP-6. Spending Plan Summary

REVENUES		
Balance as of December 31, 2024		$2,517,557
Projected Revenue from 1/1/2025 through 6/30/2035		
1. Development fees	+	$1,648,500
2. Payments in lieu of construction	+	$0
3. Other funds	+	$0
4. Interest	+	$95,975
Total Projected Revenues	=	**$4,262,032**
EXPENDITURES		
Rehabilitation	-	$200,000
Affordability Assistance:		
Devereux extensions	-	$480,000
Hillside Avenue and St. Francis Woods	-	$500,000
Housing Activity:		
Hillside Avenue and St. Francis Woods	-	$1,380,000
Nancy J. Elkis Senior Housing Extensions of Controls	-	$960,000
Future Extensions of Controls	-	$360,000
Administration	-	$382,032
Total Projected Expenditures	=	**$4,262,032**

R.168.25

RESOLUTION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, TO MEMORIALIZE THE INTENT TO ASSIST IN THE EVENT OF AN AFFORDABLE HOUSING SHORTFALL

WHEREAS, Deptford Township, Gloucester County, has petitioned Superior Court of the State of New Jersey for a Judgment of Repose of its revised Fourth Round Housing Element and Fair Share Plan finding that it is constitutionally compliant; and

WHEREAS, the Fourth Round Housing Plan includes a 100% affordable housing development slated for Block 398, pt. of Lot 13; and

WHEREAS, Deptford Township may be required to allocate funds for the 100% affordable housing project identified in said plan; and

WHEREAS, the Township of Deptford's affordable housing trust fund is consequently "committed for expenditure" in accordance with the requirements of N.J.S.A. 52:27D-329.2d; and

WHEREAS, Deptford Township anticipates that funding will come from the following sources to satisfy its obligation, including, but not limited to, the Township's affordable housing trust fund consisting of development fees and other revenue; and governmental sources including the Federal Low Income Housing Tax Credits program, New Jersey Balanced Housing funds, HUD funding, Federal Home Loan Bank Board financing, HMFA bond financing, Gloucester County Home funds, etc.; and

WHEREAS, in the event that the above funding sources prove inadequate to meet Deptford Township's funding obligation, the Township Council shall provide sufficient funding to address any shortfalls.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of Deptford Township, Gloucester County, State of New Jersey, that the Township Council does hereby agree to fund any shortfalls in its affordable housing program that may arise whether due to inadequate funding from other sources or for any other reason; and

BE IT FURTHER RESOLVED that said shortfall shall be funded by bonding if there are no other available funding resources.

ATTEST:

Michelle Hack, RMC, Township Clerk

Township of Deptford

Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Work Session Meeting of Township Council of the Township of Deptford held on the 23rd day of June, 2025 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.168.25				
Council Member	**Yes**	**No**	**Abstain**	**Absent**
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy				✓
Love	✓			
Noce	✓			
Schocklin	✓			

Michelle Hack

Michelle Hack, RMC, Township Clerk

O. DR Horton Documentation

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the ___ day of _____, 20___, by and between the [Administrative Agent] ("Administrative Agent"), or its successor, acting on behalf of the Township of Deptford], with offices at 1011 Cooper Street, Deptford, NJ 08096, and _____ a New Jersey [Corporation / Partnership / Limited Partnership] having offices at _____ the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the Township of Deptford, County of Gloucester, State of New Jersey, and described more specifically as Block No. 398, Lot Nos. 14 and 50, and known by the street address:

_____

_____

More specifically designated as:

Unit Number/ Address	Bedrooms	Affordability Level
	1	Very Low
	1	Low
	1	Low
	1	Low
	1	Moderate
	1	Moderate
	1	Moderate
	1	Moderate
	2	Very Low
	2	Very Low
	2	Very Low
	2	Low
	2	Low
	2	Low
	2	Low
	2	Low
	2	Low
	2	Low
	2	Low
	2	Low
	2	Moderate
	2	Moderate
	2	Moderate
	2	Moderate
	2	Moderate
	2	Moderate
	2	Moderate
	2	Moderate
	2	Moderate
	2	Moderate
	2	Moderate
	2	Moderate
	2	Moderate
	2	Moderate
	2	Moderate
	3	Very Low
	3	Very Low
	3	Low
	3	Low
	3	Low
	3	Moderate
	3	Moderate
	3	Moderate
	3	Moderate

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and

2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.

C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

[THE ADMINISTRATIVE AGENT]

BY:_____
xxxxxxxxxxxxx
Title

[THE OWNER]

BY:_____
xxxxxxxxxxxxx
Title

APPROVED BY_____[Municipality]

BY: _____
xxxxxxxxxxxxx
Title

ACKNOWLEDGEMENTS

On this the day of , 20 before me came _____, to me known and known to me to be the Administrative Agent for _____ [Municipality], who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

_____
NOTARY PUBLIC

On this the day of , 20 before me came _____, to me known and known to me to be _____ , the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.

_____
NOTARY PUBLIC

On this the day of , 20 before me came _____ known and known to me to be _____ of _____, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein

_____

NOTARY PUBLIC

MEMORIALIZATION OF RESOLUTION NO. 2023-16
OF THE DEPTFORD TOWNSHIP PLANNING BOARD
RE: D.R. HORTON (Applicant)
D.R. HORTON (Owner)
DEPTFORD WALK (Proposed Development Name)
BLOCK 398, LOTS 14 AND 50
CATTELL ROAD AND TANYARD ROAD
DEPTFORD TOWNSHIP, NEW JERSEY
APPLICATION NO. PSPP006-22

WHEREAS, the Applicant, D.R. Horton, previously obtained preliminary and final major site plan approval from the Deptford Township Planning Board (the "Board") for the development of certain real property located at the intersection of Cattell Road and Tanyard Road, designated as Block 398, Lots 14 and 50 on the official Tax Maps of the Township of Deptford (the "Property"), for the construction of townhomes, affordable housing units, and a clubhouse with a pool and related site improvements; and

WHEREAS, the Board granted such approvals at its regularly scheduled public meeting held on June 7, 2023, which approvals were formally memorialized in Resolution No. 2023-16; and

WHEREAS, at the time of the original application and public hearing, the proposed development consisted of 273 residential units, all of which were to be offered as rental units, including 231 market-rate units and 42 affordable units, the latter representing a 15% set-aside pursuant to applicable affordable housing requirements; and

WHEREAS, the Applicant now seeks to modify the approved form of ownership by converting the 231 market-rate units from rental units to for-sale units, while maintaining the 42 affordable units as rental units; and

WHEREAS, the Applicant has further represented to the Board that no physical changes of any kind are proposed to the previously approved development, and that all aspects of the plan, including, but not limited to, building design, architecture, layout, circulation, amenities, orientation, and site improvements, shall remain exactly as approved in Resolution No. 2023-16; and

WHEREAS, the Board finds it appropriate and necessary to adopt this Resolution for the limited purpose of memorializing the requested change in ownership structure while reaffirming that all conditions, commitments, and representations associated with the original approval remain binding.

NOW, THEREFORE, BE IT RESOLVED by the **Deptford Township Planning Board**, in the County of Gloucester, State of New Jersey, as follows:

1. Resolution No. 2023-16 is hereby amended solely to reflect that the 231 market-rate units originally approved as rental units shall now be developed, offered, and conveyed as for-sale dwelling units. The 42 affordable units shall remain rental units, subject to all applicable municipal, state, and COAH/affordable housing regulatory requirements.

2. All representations, agreements, testimony, exhibits, and conditions relied upon by the Board in granting the original approval and memorialized in Resolution No. 2023-16 shall remain fully applicable, binding, and enforceable upon the Applicant and its successors and assigns.

3. This amendment shall not be construed to authorize any changes to the previously approved development. All buildings, structures, amenities, orientations, circulation routes, parking areas, grading, drainage, landscaping, and other site improvements shall remain as previously approved by the Board.

4. The Applicant shall ensure that the 42 affordable rental units remain subject to all required affordability controls, deed restrictions, income-qualification procedures, and administrative oversight as mandated by the New Jersey Fair Housing Act, Uniform Housing Affordability Controls (UHAC), and any applicable Township ordinances or Housing Element and Fair Share Plan requirements. All rented units will have rights to same on site amenities as all for sale units.

5. Except as expressly modified herein, Resolution No. 2023-16 shall remain in full force and effect. This Resolution shall be deemed an amendment to the prior approval, limited exclusively to the change in the ownership structure of the 231 market-rate units.

Matthew Brown

MATTHEW BROWN, SECRETARY
Deptford Township Planning Board

P. Deptford 15 Documentation

BLANKASCHKENASYPROPERTIES

Via Email

December 10, 2025

Donald L. Banks
Director of Economic Development
Deptford Township
1011 Cooper Street
Deptford, NJ 08096

Dear Don:

I write this letter in my official capacity as Managing Partner of Blank Aschkenasy Properties.

An affiliate, Deptford 15, LLC, is currently the owner of the property located at Block 5.01, Lot 13.02 within the Township of Deptford.

As we understand the zoning district, the Township changed our property, Block 5.01, Lot 13.02, from Business Center 2 district to the Residential Multi-Family 1 with the Affordable Housing 1 density in 2020. This district allows the development of apartments, townhouses and stacked townhouses at a gross density of 12 units to the acre. Deptford 15, LLC's property is 16.88 acres and this zoning will allow up to 202 units. We understand that Deptford's proposed housing plan includes Deptford 15's property for at least 180 total units with a 15% set-aside of affordable units, or 27 units.

We consent to the continued inclusion of our property in the Township's proposed housing plan and look forward to working with Deptford on a development proposal when market conditions are favorable.

Very truly yours,

Paul M. Aschkenasy
Managing Partner

BLANK ASCHKENASY PROPERTIES, LLC
925 West Lancaster Avenue, Suite 200 ·Bryn Mawr, PA 19010· tel 610.834.7100 · fax 610.834.7301 · www.BAprop.com

Q. St. Francis Woods Documentation

General Information

St. Francis Woods

Deptford, NJ

Deal Information		
Name of Property	St. Francis Woods	
Address	Almonesson Rd	
City	Deptford	
County	Gloucester	
State	NJ	
Type of Deal (Rehab/NC)	Suburban	
Number of Units	74	
Acquisition Credit Percentage	4.00%	(Fixed 4%)
Construction/Rehab Credit %	4.00%	(Fixed 4%)
QCT or DDA?	No	

Building Information		
Total RSF:	48,900	
Common Area:	22,494	Mech/Storage/Circ
Common Area:	0	
Community Rm, Office	0	
Total SF	71,394	31.51%
Site area (acres)	5	(14.8 units/acre)
# Buildings	1	
Type	Corridor	
# Stories	4	
Parking Spaces	76	(1.03 /unit)

Unit Matrix

	Studio	*1BR*	*2BR*	*3BR*	*4BR*	*Total*	*%*
20% Units	-	5	-	-	-	5	*7%*
30% Units	-	5	1	-	-	6	*8%*
40% Units	-	-	-	-	-	0	*0%*
50% Units	-	25	1	-	-	26	*35%*
60% Units	-	35	2	-	-	37	*50%*
Market Units	-	-	-	-	-	0	*0%*
Total	-	70	4	-	-	**74**	
%	*0%*	*95%*	*5%*	*0%*	*0%*		

Timing			
Application Deadline	None		
Date of Allocations	None		
Date of Acquisition	9/1/2026		
Date of Anticipated Closing	9/1/2026		
First Unit Leased	3/1/2028	18	mos.
Construction Completion	3/1/2028	0	mos.
Last Unit Leased	10/1/2028	7	mos.
Conversion to Perm Financing	5/1/2029	7	mos.
Total Construction Period		**32**	**mos.**

Sources/Uses of Funds

	Provider	Amount	$/unit	%
Permanent Term (NOTE A)	NJHMFA	1,950,000	26,351	8%
LIHTC Equity	TBD	7,466,148	100,894	32%
Total Deferred Fee		1,363,511	18,426	6%
NJHMFA STCS	NJHMFA STCS	10,000,000	135,135	43%
NJHMFA SNHTF	NJHMFA SNHTF	750,000	10,135	3%
NJHMFA MFP	NJHMFA MFP	750,000	10,135	3%
Deptford AHTF	Deptford AHTF	970,000	13,108	4%
Total Sources of Funds		**$23,249,659**	**314,185**	
Acquisition Costs		10	0	0%
Title/Recording		120,000	1,622	1%
Construction Costs		15,408,665	208,225	66%
Arch/Engineering/Green		840,000	11,351	4%
Municipal/Approval Fees		480,600	6,495	2%
Legal		150,000	2,027	1%
Misc. Soft Costs		472,373	6,383	2%
Lease-up & Marketing		50,000	676	0%
Financing/Loan Fees		1,636,260	22,112	7%
State Agency Fees		422,431	5,709	2%
Reserves		748,771	10,119	3%
Development Fee		2,920,549	39,467	13%
Total Uses of Funds		**$23,249,659**	**314,185**	
Shortfall/Surplus		**0**		

Year 1 Income/Expense

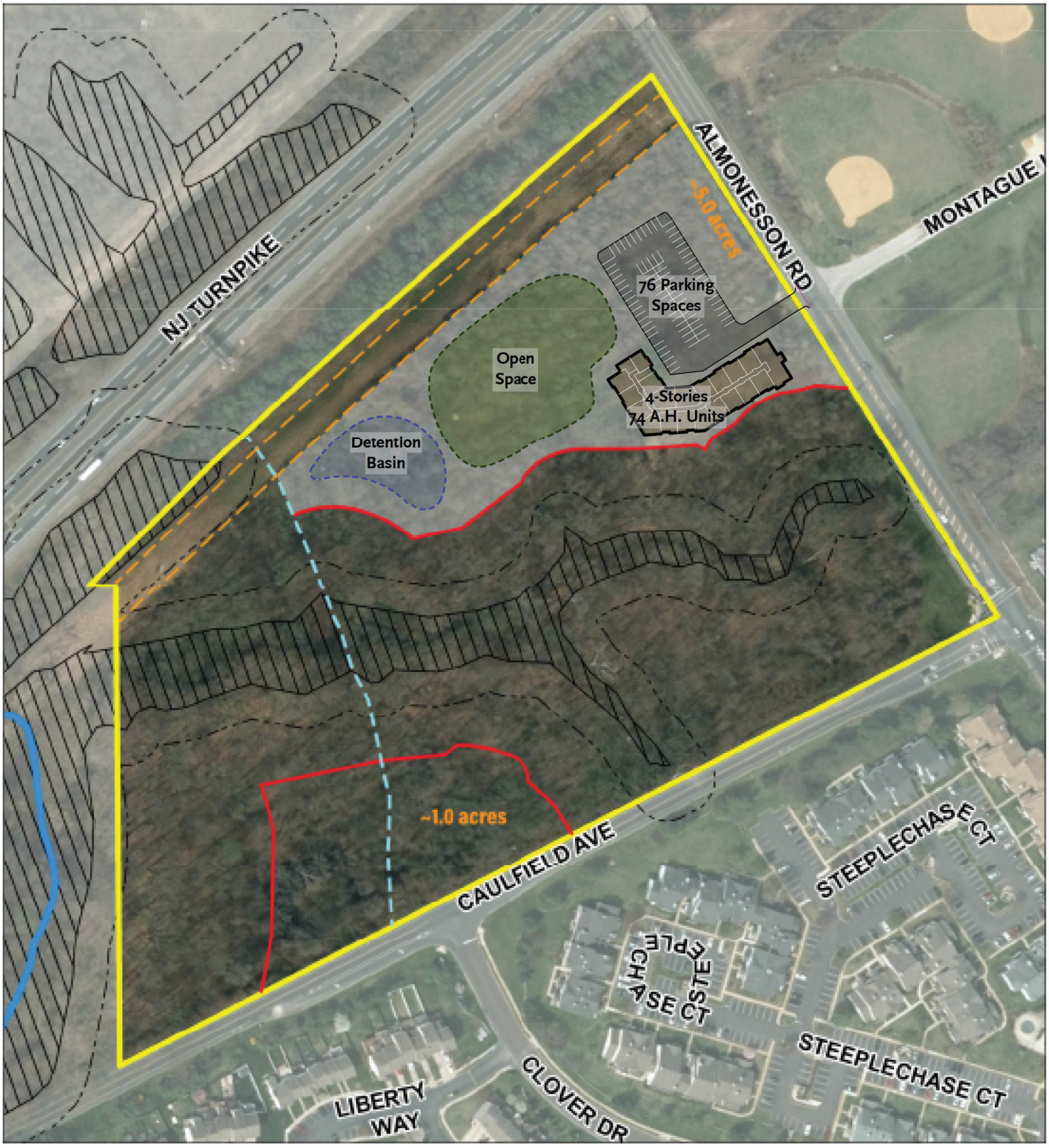
	Total	Per Unit	
Gross Potential Income	889,116	12,015	
Vacancy (Residential)	(44,456)	(601)	5.0%
Other Income	-	-	
Effective Gross Income	**$844,660**	**$11,414**	
Administrative	84,500	1,142	
Salaries	181,610	2,454	
Maint. & Repairs	48,000	649	
Maint. Contracts	64,633	873	
Utilities	90,000	1,216	
Management Fee	67,488	912	
Real Estate Taxes	22,640	306	
Insurance	73,996	1,000	
Replacement Reserve	32,560	440	
Total Expenses	**$665,427**	**$8,992**	
Controllable		6,030	
Fixed		2,962	
NOI	**$179,233**		
Debt Service	**$136,448**		
Net Cash Flow	**$42,785**		

Debt Information

	Amount	Interest	Term (mo)	Amort (mos)	Fixed/Float
Construction Debt (Conv)	16,250,000	6.25%	24	n/a	Floating
Bond Information					
A Piece (Perm)	1,950,000	5.95%	384	384	Fixed
B Piece	3,525,000	4.35%	10	n/a	Fixed
Total TE Bonds:	**5,475,000**				
% of Cost	*25.0%*				

LIHTC Information

	Acq	Construction	Total
Eligible Basis	-	20,741,385	20,741,385
Allocation	-	829,655	829,655
Pricing	$0.90		



0 200 ft.

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

DONASON TRACT

Concept Site Plan

LOCATION:
Deptford Township, Gloucester County, New Jersey

DATE:
June 2022

LEGEND

- Donason Tract
- Developable Land
- Easement Boundaries
- NJDEP Upland Waterfront Jurisdiction Boundary Line
- Wetland
- 50' Wetland Buffer
- Stream

HOUSING TRUST FUND AGREEMENT

This HTF Agreement ("Agreement") is made and entered into as of the 1st day of August 202_ by and between the TOWNSHIP OF DEPTFORD (the "Township") and The Diocesan Housing Services Corporation of the Diocese of Camden, Incorporated, a New Jersey nonprofit corporation ("Grantee").

RECITALS:

WHEREAS, pursuant to terms more specifically described in the remainder of this Agreement, the Township intends to grant up to One Hundred Twenty Thousand Dollars ($120,000.00) of the Township of Deptford's Affordable Housing Trust Funds (the "**Grant Amount**") to Grantee for the pre-development and development costs of an approximately 81-unit affordable senior community, and which shall be constructed on certain property located in Deptford Township, Gloucester County, New Jersey, as more particularly described on Exhibit A, attached hereto (the "**Property**").

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Certain terms used in this Agreement are defined in this Section or other portions of this Agreement by reference to other documents. Each term defined shall have the meaning given it unless the context clearly indicates otherwise. The following terms are defined in this Section:

(a) "Affordable" shall mean a sales price or rent within the means of a low or moerate income household as defined in Paragraph 16 of the Settlement Agreement, dated October 13, 2020 by and between the Township of Deptford and Fair Share Housing Center In the Matter of the Application of the Township of Deptford, County of Gloucester, Docket No. GLO-L-0929-15.

(b) "Agreement" shall mean this HTF Agreement;

(c) "Event of Default" shall have the meaning set forth in Section 5.1 of this Agreement;

(d) As used herein, the term "Environmental Laws" shall mean any and all federal, state and local statutes, regulations, rules, orders, ordinances or permits of any governmental authority pertaining to health, the environment, and wildlife in effect in any and all jurisdictions in which the Property is located, including without limitation, the Clean Air Act, as

amended, and the Federal Water Pollution Control Act, as amended, the Oil Pollution Act of 1990 ("OPA90"), as amended, the Rivers and Harbors Act of 1899, as amended, the Safe Drinking Water Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), as amended, the Resource Conservation and Recovery Act ("RCRA"), as amended, the Hazardous and Solid Waste Amendments Act of 1984, as amended, the Toxic Substances Control Act, as amended, the Occupational Safety and Health Act, as amended ("OSHA"), and the Hazardous Materials Transportation Act.

(e) "HTF Grant" shall have the meaning set forth in Section 3.1(a) of this Agreement;

(f) "Project" shall mean Grantee and the Owner Entity's interest in the Property and the construction of approximately 81 affordable senior housing units;

(g) "Senior" shall mean one of two exemptions for persons 55 years and older in the federal Fiar Housing Act as provided for in 24 CFR Part 100 of the Code of Federal Regulations of the U.S. Department of Housing and Urban Development.

Section 1.2. Headings. The headings of this Agreement are for convenience only and shall not define or limit the provisions of this Agreement.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of Grantee. Grantee represents and covenants that: (a) it is a duly organized and validly existing nonprofit corporation under the laws of the State of New Jersey; (b) to the best Grantee's knowledge, it is not in violation of or in conflict with any applicable provisions of the laws of the State of New Jersey or any other agreement related to the Project which would impair its ability to carry out its obligations under this Agreement; (c) it is empowered to enter into the transactions contemplated by this Agreement; (d) it has duly authorized the execution, delivery, and performance of this Agreement; it will do all things in its power required of it in order to maintain its existence, perform its obligations hereunder, and assure the assumption of its obligations hereunder by any successor body; (e) there is no litigation or proceeding pending, or to the knowledge of the Grantee threatened, against Grantee affecting in any material manner whatsoever the right of Grantee to execute this Agreement or to otherwise comply with its obligations contained in this Agreement; and (f) when executed by duly authorized officers, this Agreement will be binding upon Grantee and enforceable in accordance with its terms. Grantee covenants and agrees that the grant and/or loan proceeds shall be used only for the purposes and costs permitted in this Agreement.

Section 2.2. Notices. Grantee shall, with reasonable promptness, but in all events within ten (10) days after it has actual knowledge thereof, notify Township in writing of the occurrence of any act, event or condition which constitutes, or which after notice or lapse of time or both

would constitute, an Event of Default. Such notification shall include a written statement of any remedial or curative actions, which Grantee proposes to undertake to cure or remedy such default.

Section 2.3. Representations and Covenants of the Township. The Township represents and covenants that: (a) it is empowered to enter into the transactions contemplated by this Agreement; (b) it has duly authorized the execution, delivery and performance of this Agreement; (c) there is no litigation or proceeding pending, or to the knowledge of the Township threatened, against the Township or any other person affecting in any material manner whatsoever the right of the Township to execute this Agreement or to otherwise comply with its obligations contained in this Agreement; and (d) it will cooperate in responding to requests for action in a prompt and timely manner in order to assist the Grantee in meeting its completion deadlines with respect to application for, and compliance with, federal low-income housing tax credits and all other local, county, state and federal approvals for the Project.

ARTICLE III

TERMS OF GRANT

Section 3.1. Grant; Disbursement. Subject to the Grantee's satisfaction of the conditions of this Agreement, the Township grants to Grantee, up to the sum of One Hundred Twenty Thousand Dollars ($120,000.00) from the Township's Affordable Housing Trust Fund (the "HTF Grant"). The HTF Grant shall be disbursed to the Grantee on a reimbursement basis for predevelopment costs incurred by Grantee in connection with pursuing the development of the Project up to the amount of $120,000.00 provided that the conditions to disbursement set forth in Section 3.2, below, have been met.

Section 3.2. Conditions to Disbursement. The obligation of the Township to disburse the HTF Grant (or any portion thereof) to the Grantee shall be expressly conditioned upon the satisfaction of the following conditions:

(a) For the purpose of this agreement, eligible expenditures (each, an "Eligible Expenditure") shall consist of any reasonable third-party expense incurred in connection with the development of the Project, including, but not limited to: engineering, planning, architecture, environmental, geotechnical, archaeological, legal, appraisal/market analysis and any other kind of professional fee; application fee, permit fee, utility connection fee and other third-party fee or charge incurred in connection with the development and/or financing of the Project; and water, soils and any other geotechnical or environmental testing deemed reasonably necessary by Grantee's professionals. Eligible Expenditures specifically shall not include the cost of salaries, benefits or other expense relating to any director, officer or employee of Grantee. Similarly, Eligible Expenditures shall not include any other ordinary operating expense of Grantee, such as office occupancy expense, telephone, computers, broadband or other cost that would be typically characterized as "overhead" of Grantee.

(b) Grantee shall have provided reasonable documentation to the Township setting forth the nature of the Eligible Expenditure and its purpose relating to the Project;

(c) Grantee shall have paid the applicable invoice for the above-referenced expenditure and provided reasonable evidence of such payment to the Township.

Grantee's request for reimbursement shall be made no more frequently than on a monthly Basis. The Township shall process the request for reimbursement in accordance with the Township's usual and customary procedures for processing invoices and other ordinary requests for payment for services rendered.

Section 3.3. Grantee's Further Responsibilities.

(a) After the receipt of preliminary site plan approval from the Township for the Project, together with the adoption of a Resolution of Need and approval of a Payment In Lieu of Tax Agreement by the Township at a rate that will provide maximum scoring under the under the rules governing the HUD Section 202 funding cycle guidelines, Grantee shall make application for funding in the next open HUD 202 funding cycle. Recognizing that the HUD 202 scoring rules change periodically, Grantee makes no representation to the Township concerning the likelihood of the Project receiving a HUD 202 award in any specific funding round.

(b) Except for the transfer of the Project to a special-purpose limited liability company to be created by Grantee to own the Project (the "Owner Entity"), the Project shall not be sold or transferred without the prior written consent of the Township, which consent shall not be unreasonably withheld, subject to all statutory and regulatory requirements and conditions applicable to transfer of the Project. The Township acknowledges that the Owner Entity shall be comprised of a managing member that is an affiliate of the Grantee and a non-managing "investor member" that will provide the equity needed to proceed with the construction of the Project. Grantee and the Owner Entity agree that the Township shall not be deemed unreasonable in refusing to consent to the sale or transfer of the Project if: (i), Grantee or the Owner Entity is in material default under this Agreement or the Federal and State Regulations, and such default has continued beyond any applicable cure period; (ii), the Township reasonably believes that the risk of a breach of any covenant or agreement contained in this Agreement or the Financing, Deed Restriction and Regulatory Agreement would be increased as a result of such sale or transfer; (iii), the Township reasonably believes that the prospective transferee has insufficient experience or net worth to operate the Project in a manner satisfactory to the Township, or has willfully violated affordability or management covenants with the Township or other public agencies; or (iv), the Township reasonably believes that such sale or transfer will result in the loss of the Project's exemption from real estate taxes, without satisfactory payment or arrangement therefor. No such sale or transfer shall be effective until the transferee signs an assumption agreement that is acceptable to the Township and that obligates the transferee to keep all the covenants and agreements contained in this Agreement and/or the Financing, Deed Restriction and Regulatory Agreement.

(c) Notwithstanding anything to the contrary contained herein, the withdrawal, removal and/or replacement of the Owner Entity's managing member(s) for cause by the investor member in accordance with operating agreement of the Owner Entity (the "Operating Agreement") shall not require the consent of Township and shall not constitute a

default under this Agreement. If the investor member of the Owner Entity exercises its right to remove a member thereof under the Operating Agreement, the Township shall not unreasonably withhold its consent to any substitute managing member proposed by the investor member. In no event shall Township's consent be required if the investor member or its affiliate decides to serve as the substitute managing member. Notwithstanding the foregoing, the substitute managing member shall assume all of the rights and obligations of the removed managing member under this Agreement, the Financing, Deed Restriction and Regulatory Agreement, and any other applicable regulatory agreements relating to the Project.

ARTICLE IV

REGULATORY TERMS AND CONDITIONS

Section 4.1. Limitation on the Township's Obligation. The Township shall not be liable under this Agreement to the Grantee, the Owner Entity or any other party for the completion of, or failure to complete, any activities which are part of the Project except the making of the grant and the administration of its responsibilities pursuant to this Agreement.

Section 4.2. Deed Restriction. The Township shall have the right to review the various deed restrictions that will be imposed upon the project by HUD and/or the NJHMFA in connection with the Project's financing (the "HUD/NJHMFA Restrictions"). In most cases, such deed restrictions are sufficient to ensure that the Project meets the affordability requirements of the Township's court-approved Housing Element and Fair Share Plan. In the event that the HUD/NJHMFA Restrictions are not sufficient to ensure that the Project meets the affordability requirements of the Township's Housing Element and Fair Share Plan, the Grantee and Township shall enter into an additional regulatory agreement to ensure proper compliance therewith.

Section 4.3 Maintenance of the Project. The Owner Entity shall maintain the Project in good condition and in compliance with all applicable health, safety, building, fire, zoning, subdivision, and environmental laws, regulations, codes and ordinances.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1. Events of Default. Each of the following shall constitute an "Event of Default" hereunder:

(a) Failure of Grantee or the Owner Entity (each, as applicable) to materially comply with terms, provisions, or conditions of this Agreement and failure to cure the same within thirty (30) days of receipt of written notice by the Township specifying such failure (or if such failure to perform cannot be cured within thirty (30) days, failure to commence cure within

thirty (30) days after receipt of such notice and thereafter diligently pursue such cure within 90 days after receipt of such notice);

(b) Failure of Grantee or the Owner Entity (each, as applicable) to pay any amounts due hereunder if such default continues after ten (10) days following Grantee's receipt of written notice by the Township to the appropriate entity, subject to all applicable notice and cure periods;

(c) Except as may be expressly authorized in connection with the Project's HUD 202, LIHTC, or other construction and permanent financing, an attachment of the interest of the Grantee or the Owner Entity in the Property, the Project or of the funds disbursed or to be disbursed to it under this Agreement or the filing of any legal, equitable, or administrative action, not adequately insured, bonded over, dismissed, or adjudicated within ninety (90) days to the reasonable satisfaction of the Township, the effect of any of which would have a material adverse impact on: (i), the Grantee or the Owner Entity's title to, or use of, the Project; (ii), Grantee or the Owner Entity's right to construct the Project; or (iii), the right of Grantee or the Owner Entity to use and occupy the entire Project for its intended purposes;

(d) The filing of any voluntary petition in bankruptcy court or otherwise seeking relief from creditors by or against the Grantee, the Owner Entity or the Owner Entity's managing member or the filing of any involuntary petition in bankruptcy not dismissed within ninety (90) days of the date of filing, unless in respect of the managing member Owner Entity, the managing member is replaced without the necessity of obtaining consent from the Township, with the investor member or any affiliate thereof;

(e) Grantee or the Owner Entity shall make an assignment for the benefit of creditors, or shall submit in writing is inability to pay its debts generally as they become due;

(f) Grantee or the Owner Entity consents to, or acquiesces in, the appointment of a receiver, liquidator, or trustee of itself or of the whole or any substantial part of its properties or assets or a court of competent jurisdiction enters an order, judgment or decree appointing a receiver, liquidator or trustee of Grantee or the Owner Entity, or of the whole or any substantial part of the property or assets of Grantee or the Owner Entity, and such order, judgment or decree shall remain unvacated or not set aside or unstayed for one hundred twenty (120) days;

(g) Violation by Grantee or Owner Entity of any Environmental Law that Grantee or Owner Entity fails to cure in accordance with the provisions of such Environmental Law (which cure provisions shall supersede the cure times set forth in this Agreement);

(h) Material misrepresentation or material misstatement of fact when made in any written document and/or written agreement by Grantee, the Owner Entity or its managing member to the Township unless in respect of the managing member, the managing member is replaced (without the necessity of obtaining consent from the Township) with the investor member or any affiliate thereof;

(i) Sale or transfer of the Project by the Grantee or the Owner Entity in violation of Section 3.3(b) or (c) hereof.

Section 5.2. Remedies. Upon the occurrence and during the continuance of an Event of Default under this Agreement, the non-defaulting party shall have the right to:

(a) Institute appropriate proceedings to specifically enforce performance hereof;

(b) Institute proceedings for money damages and pursue all other rights and remedies available to the party at law or in equity.

Notwithstanding any provision of this Agreement to the contrary, in no case shall the liability of either party to the other exceed the amount of the HTF Grant.

Section 5.4. Right to Cure Defaults. The non-defaultng party shall give written notice of each default of which it has knowledge to the defaulting party. Each such party shall have the right to cure any default existing under this Agreement within ninety (90) days of the receipt of notice of such default.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Agreement Term. The term of this Agreement shall commence upon the date hereof and terminate upon the later of the expiration of the HUD 202 Regulatory Agreement, the Financing, Deed Restriction and Regulatory Agreement filed in connection with the financing provided by the NJHMFA and the expiration of any other regulatory agreement executed in favor of the Township as described in Section 4.2 of this Agreement.

Section 6.2. Hold the Township Harmless from Claims. Grantee hereby agrees to defend and hold the Township harmless from and against any and all claims, actions, damages, liability and expense, including attorney's fees, in connection with any loss of life, personal injury, damage to property, breach of contract or any other claims, actions, or damages arising from or out of the construction or operation of the Project by Grantee other than and to the extent of those caused by the willful actions or negligence of the Township. Grantee's obligations under this Section 6.2 shall terminate upon the issuance of final Certificates of Occupancy for the Project by the Township. This provision shall survive the termination of this Agreement.

The Owner Entity hereby agrees to defend and hold the Township harmless from and against any and all claims, actions, damages, liability and expense, including attorney's fees, in connection with any loss of life, personal injury, damage to property, breach of contract or any other claims, actions, or damages arising from or out of the construction or operation of the

Project by the Owner Entity other than and to the extent of those caused by the willful actions or negligence of the Township. This provision shall survive the termination of this Agreement.

Section 7.3. Notices. All notices given in connection herewith shall be deemed effective upon receipt (as evidenced by the U.S. Mail return receipt or commercial delivery service receipt) or refusal to accept delivery, and shall be given by personal delivery, express overnight delivery service, or placed in the U.S. Mail, registered, with return receipt requested, and postage prepaid. Any of the following parties may effect a change of address for notice purposes by written notice thereof to all of the other following parties:

If to Grantee:	The Diocesan Housing Services Corporation of the Diocese of Camden, Incorporated 1845 Haddon Avenue Camden, NJ 08103
With a copy to:	McKernan, McKernan & Godino 113 N. Sixth Street Camden, NJ 08102 Attention: Clare Diemer, Esq.
If to the Township:	Dina Zawadski, RMC, CMC Township Clerk 1011 Cooper Street Deptford, NJ 08096
With Copy to Solicitor:	Albert K. Marmero, Esq. Marmero Law, LLC 44 Euclid Street Woodbury, NJ 08096

The Township shall also provide copies of all notices given in connection herewith to the Investor and its counsel to the extent that they provide written notice to the Township of their contact information.

Section 7.4. Entire Agreement. This Agreement, including the Exhibits incorporated herein, expresses the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings, agreements, representations, or arrangements, oral or written, between the parties hereto relating to the subject matter of this Agreement, all of which are merged into this Agreement.

Section 7.5. Severability. Each provision of this Agreement is intended to be severable to the extent that such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement. In the event that any one or more provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a final, non-appealable decision of a court of competent jurisdiction, the same shall not invalidate or

otherwise affect any other provision of this Agreement, and this Agreement shall be construed as if such an invalid, illegal, or unenforceable provision had never been contained herein, provided such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement.

Section 7.6. Counterparts. This Agreement and any amendments hereto may be executed by the parties hereto in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Section 7.7. Conflicts. To the extent that there may be any inconsistency or conflict between the terms of this Agreement or the HUD 202 Regulatory Agreement, the NJHMFA Financing, Deed Restriction and Regulatory Agreement, the terms of the HUD 202 Regulatory Agreement or the NJHMFA Financing, Deed Restriction and Regulatory Agreement (as applicable) shall control.

Section 7.8. Further Assurances. The parties hereto shall cooperate and take such action, give assurances and execute and deliver such documents as may be reasonably required by the other party in order to effectuate the purposes and provisions of this Agreement and to confirm to third parties the existence and good standing of this Agreement.

Section 7.9. Not Assignable. The HTF Grant is not assignable by Grantee, except to the Owner Entity as contemplated herein.

Section 7.10. No Third-Party Liability. The Township shall in no event be responsible or liable to any entity other than the Grantee and the Owner Entity for the disbursement of, or failure to disburse, the HTF Grant or any parts thereof.

Section 7.11. Successors. This Agreement shall be binding upon and inure to the benefit of Grantee and the Township and their respective successors and assigns.

Section 7.12. The Township Not a Joint Venturer. The Township, by making this Agreement or by any action pursuant hereto, will not be deemed a partner or joint venturer with Grantee or the Owner Entity, and Grantee, the Owner Entity and the Township each agree to hold the other harmless for any damages and expenses resulting from such a construction of the relationship of the parties or any assertion thereto.

Section 7.13. Applicable Law. The Loan Documents shall be governed by and construed under the laws of the State of New Jersey. The parties hereto consent to be sued in any court in the State of New Jersey having jurisdiction in an action to enforce the provisions of the Loan Documents.

Section 7.14. Modification and Assignment. The terms of this Agreement may not be waived, modified, or changed in any way by implication, correspondence, or otherwise unless such waiver, modification, or change is made in the form of a written amendment to this Agreement signed by both parties. Neither Grantee nor the Owner Entity shall assign or transfer

this Agreement without the prior written consent of the Township. Any attempted assignment or transfer shall be void.

Section 7.16. Captions and Headings. The captions and headings contained in this Agreement are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.

Section 7.17. Waiver. A waiver by the either party of any of the terms and conditions herein shall be in writing and shall not constitute a continuing waiver of said terms and conditions.

signature page follows

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first set forth above by their duly authorized signatories.

Witness/Attest:

THE TOWNSHIP OF DEPTFORD
a public body corporate and politic

Christine A. Helder

By: _____

The Diocesan Housing Services Corporation of the Diocese of Camden, Incorporated

Sylvia C. Laumann

By: _____
James M. Reynolds
Exec. Dir.

EXHIBIT A

PROPERTY DESCRIPTION

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the **"Agreement"**) is made and entered into effective as of the 23rd day of January, 2023 by and between the **TOWNSHIP OF DEPTFORD**, a municipal corporation of the State of New Jersey, having its principal offices located at 1011 Cooper Street, Deptford, New Jersey 08096 and **THE DIOCESAN HOUSING SERVICES CORPORATION OF THE DIOCESE OF CAMDEN, INCORPORATED**, a New Jersey nonprofit corporation having its principal office at 1845 Haddon Avenue, Camden, New Jersey 08103 (hereinafter designated as the "**Redeveloper**").

PREAMBLE

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the **"Redevelopment Law"**), provides a process for municipalities to determine whether an area is in need of redevelopment, and to adopt plans for the redevelopment of such areas pursuant to a redevelopment agreement with a qualified redeveloper; and,

WHEREAS, pursuant to N.J.S.A. 40A:12A-6(a) of the **Redevelopment Law**, the **Township** adopted Resolution R.119.15 on April 20, 2015 designating the parcel identified on the municipal tax map as Lot 1, Block 4.01, and more particularly described in the **Redevelopment Plan** as an "area in need of redevelopment" as that term is defined in the **Redevelopment Law** (the **"Redevelopment Area"**); and

WHEREAS, pursuant to such designation, on November 21, 2022, the Township, by Ordinance 0.16.22, adopted the **Redevelopment Plan** referenced as the "Merrywold Senior Housing Redevelopment Plan" (the "**Redevelopment Plan**"), a copy of which is attached hereto as **"Exhibit A"**; and

WHEREAS, the Deptford Township Council has been designated the "redevelopment entity" (as that term is defined in the **Redevelopment Law)** for the purpose of implementing the **Redevelopment Plan** under the **Redevelopment Law**; and

WHEREAS, the **Township's** Master Plan, Housing Element, Fair Share Element the **Settlement Agreement** and the **Redevelopment Plan** recommend the development of the **Premises** as a 100% senior rental affordable housing community to be occupied by families with "low" (including "very low") and "moderate incomes" in accordance with the **Fair Housing Laws**, as hereinafter defined; and

WHEREAS, the development and construction of the **Redevelopment Project** (as defined below) is intended to address, in part, the **Township's** obligation to provide its fair share of the region's affordable housing need in accordance with what is commonly referred to as the **"Mount Laurel Doctrine"** and the State and Court's affordable housing obligations and requirements; and

WHEREAS, the **Redeveloper** has extensive experience with the redevelopment of real estate generally and the development, construction and management of workforce, affordable housing specifically; and

WHEREAS, the portion of the **Redevelopment Area** to be conveyed to the **Redeveloper** consists of approximately 11.25 acres and is more particularly described on **"Exhibit B"** attached to and made a part hereof (the "**Premises**"); and

WHEREAS, it is in the best interests of the **Township** that the **Premises** be developed for the construction of senior affordable rental housing by the **Redeveloper**; and

WHEREAS, the **Parties** wish to enter into a formal agreement establishing the terms and conditions under which the **Premises** will be conveyed by the **Township** to the **Redeveloper** and under which the **Premises** will be redeveloped for affordable senior rental housing by the **Redeveloper**.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the **Parties**, and further, to implement the purposes of the **Redevelopment Law** and the **Redevelopment Plan**, the **Parties** hereto agree as follows:

1. **Redevelopment Project Description**. In accordance with the terms and conditions set forth in this **Agreement** the **Township** and the **Redeveloper** (collectively, the **"Parties"**) agree that the **Redeveloper** will develop and construct the **Redevelopment Project** on the **Premises**. The **"Redevelopment Project"** is defined as 74-unit senior affordable rental apartment complex to be known as "St. Francis Woods" together with all on and offsite improvements, if any, necessary to service the apartment units and together with those features further described in this Section 1, and to be constructed in substantial conformity with the concept plans attached as **"Exhibit C"** (collectively the **"Concept Plan"**). The **Redevelopment Project** will be developed and constructed in accordance with the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. and the Uniform Housing Affordability Controls ("UHAC") regulations at N.J.A.C. 5:80-26.1, et seq., promulgated thereunder (collectively the **"Fair Housing Laws"**). Consistent with the obligation to construct the **Redevelopment Project** in accordance with the **Fair Housing Laws**, but not intending to limit that obligation: each apartment unit will be deed restricted with affordability controls for eligible households with low (including very low) and moderate incomes as prescribed by the **Fair Housing Laws.**

a. Except as set forth in this **Agreement**, the **Redevelopment Project** will be developed and constructed consistent with the **Redevelopment Plan** and the **Concept Plan.** All work will be completed in accordance with the **Land Use Approvals** (as hereinafter defined) and all other building, safety, health, environmental and other statutes, laws, rules, regulations and ordinances applicable to the ownership, development, construction and use of the **Redevelopment Project** (the **"Applicable Laws"**). The buildings and plans shall also be substantially consistent with the **Concept Plan** attached hereto as **Exhibit "C"**.

b. The **Redeveloper** will commence the construction of the **Redevelopment Project** promptly (but in no event more than 6 months) after all of the contingencies referenced

in Section 3 of this **Agreement** have been fully satisfied. After commencement of construction, the **Redeveloper** will continue and complete construction of the **Redevelopment Project** without interruption, subject only to **Force Majeure Events** (as defined below). It is anticipated that the **Redevelopment Project** will be complete and a certificate of occupancy issued for all buildings twenty (20) months from the date construction commences; however, so long as the **Redeveloper** is proceeding with good faith and due diligence the **Redeveloper** will have an additional six (6) months to complete the **Redevelopment Project** if despite such good faith and due diligence the **Redeveloper** has been unable to compete work within twenty (20) months.

c. In order to reduce cost generative fees in accordance with the **Fair Housing Laws,** to the extent permitted by law, no bond or other financial assurance will be required in connection with the construction of the **Redevelopment Project** and in no event will bonding or financial assurance be required for the completion of non-public improvements (i.e. those improvements which will not be dedicated for public use). The **Redeveloper** will be required to post inspection fees in accordance with the **Applicable Laws.**

d. No **Township** impact fees will be required in connection with the **Redevelopment Project.**

e. The **Redeveloper** will have the right to make changes to the **Concept Plan** so long as such changes are consistent with the **Redevelopment Plan** and further subject to the review and approval of the **Township.**

f. The **Redevelopment Project** will be deemed complete on the later of: (i) the issuance of an unconditional certificate of occupancy for all seventy-four (74) apartment units; and, (ii) verification by the **Township's** engineer that all on and, if applicable, off-site improvements have been completed in accordance with this **Agreement**, the **Land Use Approvals** and in accordance with the process set forth in N.J.S.A. 40:55D-53 et seq. At such time, the **Township** will issue a **"Certificate of Completion"** in accordance with the requirements of the **Redevelopment Law** and in proper form for recording, such Certificate of Completion shall be in the form and subject to the terms set forth in Section 16 of this Agreement

g. The **Redeveloper,** in connection with the development and construction of the **Redevelopment Project** and the ownership and management of the **Redevelopment Project**, shall comply with all **Applicable Laws**. The **Redeveloper** shall keep the **Township** fully informed of any adverse environmental conditions the **Redeveloper** encounters at any time through the date a **Certificate of Completion** for the **Project** is issued. The **Township** will cooperate and support any and all applications necessary to effectuate the **Redevelopment Project**. The **Township** does not agree to fund or perform any **Project** remediation, nor to restore or pay damages for lost or damaged natural resources for the **Premises**. This **Agreement** shall not be construed to impose liability upon the **Redeveloper** for environmental conditions caused by third parties.

h. The **Redeveloper** will construct the 74 senior affordable rental units such that all such units qualify to meet the **Township's** affordable housing obligation as set forth above. The **Township** will have the right and authority to review the **Redeveloper's** files and

information relating to its management and tenants for the purpose of ensuring that the units remain in compliance with the **Fair Housing Laws**.

2. **The Premises**. Subject to the satisfaction of all of the terms and conditions set forth in this **Agreement**, including but not limited to the satisfaction of the **Contingencies** referenced in Section 3, at the time of closing, the **Township** agrees to convey the **Premises**, together will all easements and other rights associated with the **Premises**, to the **Redeveloper**.

a. The **Premises** shall be conveyed in its current condition, normal wear and tear excepted. The **Redeveloper** acknowledges that the **Premises** is being acquired solely to be conveyed to the **Redeveloper** for purposes of constructing the **Redevelopment Project**; and accordingly, except as specifically set forth in this **Agreement**, the **Township** makes no warranty or representation concerning the physical condition of the **Premises**. The **Township** has previously, or will promptly after the execution of this **Agreement**, provide the **Redeveloper** with all records, reports and other documentation in its possession concerning the **Premises,** if any. Notwithstanding this obligation, the **Township** will not be in breach of this **Agreement** if it inadvertently fails to provide the **Redeveloper** with any such records, reports or other documentation. Pending closing of title the **Township** will not make any change to the physical condition of the **Premises** except as contemplated under this **Agreement**, and the **Township** shall comply with all **Applicable Laws**.

b. Title to the **Premises** shall be good and marketable and marketable of record, subject only to such easements, restrictions, covenants and other encumbrances of record which do not materially and adversely affect the construction, use and occupancy of the **Redevelopment Project**. The **Township** represents that it will convey title to the **Premises** in the same condition title to the **Premises** was on the date it was acquired by the **Township**.

c. Title to the **Premises** shall be conveyed by Bargain and Sale Deed. The **Township** will sign an owner's affidavit of title and such other customary documents of conveyance as the **Redeveloper's** title company reasonably requests so that the title company will issue a title policy consistent with the requirements of this **Agreement**.

d. Closing of title shall occur promptly after all **Contingencies** have been satisfied. It is anticipated that the closing will occur contemporaneous with the **Tax Credit Financing** (as hereinafter defined). There should be no adjustments necessary at the time of closing for real estate taxes or other charges associated with the **Premises**. The **Redeveloper** will be obligated to pay all closing costs payable to the title company of its choosing, and the **Township** will not be responsible for such closing costs. The **Township** will prepare the Deed, Affidavit of Title and related documents required of a grantor. Each party will pay its own counsel fees associated with the closing of title and the performance of all duties under this **Agreement**.

e. Pending the closing of title, and to the extent under the **Township's** control, the **Redeveloper** and the **Redeveloper's** consultants will continue to have access to the **Premises** at reasonable times and upon reasonable notice to the **Township.** The **Redeveloper** will provide the **Township** with evidence of insurance coverages satisfactory to the **Township**. The **Redeveloper** indemnifies and holds the **Township**, all of its officials and employees harmless from any loss or claim, including attorney's fees, associated with the **Redeveloper** or

its consultants' visits to and inspections of the **Premises**. In no event will the **Redeveloper** perform any invasive tests or impact the physical condition of the **Premises** without the **Township's** written consent, which shall not be unreasonably withheld, conditioned or delayed.

f. To the extent that the provisions of this **Agreement** are intended to bind **Redeveloper's** assigns and successors, its provisions shall not be merged by reason of any deed transferring title to any portion of the **Premises** from **Redeveloper** or any successor in interest, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this **Agreement**.

g. In the event that the **Redeveloper** does not obtain funding or meet the other contingencies required to redevelop the **Premises** in accord with this **Agreement**, the land will not be transferred by the **Township** but retained by the **Township** in order to maintain its affordable housing plan and protections.

3. **Contingencies**. In order to commence and complete the **Redevelopment Project**, and to permit the **Parties** to fulfill all of their obligations under this **Agreement,** the following contingencies (collectively the **"Contingencies"**) must each be satisfied in their entirety.

a. The issuance of all final and un-appealed **Land Use Approvals** as more specifically described in Section 4 below.

b. Closing on the **Government Financing** as more specifically described in Section 5 below.

c. The execution by the **Parties** of a final and binding **Financial Agreement** as more specifically described in Section 6 below.

In the event that all of the **Contingencies** are not all satisfied on or before sixty (60) months from the execution of this Agreement, then this then, unless extended in writing by the mutual consent of the **Parties,** either **Party** shall have the right to terminate this **Agreement** by written notice to the other **Party**, in which event the **Parties** shall have no further obligation under this **Agreement**. The **Parties** will at all times make all reasonable efforts to satisfy the **Contingencies** for which each **Party** is responsible under this **Agreement**, and the **Parties** will offer each other their full and complete cooperation in connection with the satisfaction of the **Contingencies**.

4. **Land Use Approvals**.

a. The **Redeveloper**, at its sole cost and expense, shall seek any and all land use and other local, county, state or federal governmental approvals necessary to commence and complete, without interruption, the construction of the **Redevelopment Project**, which approvals include but are not necessarily limited to: local, county and **NJDEP** sanitary sewer and drinking water approvals, if necessary; local site plan approval; Gloucester County site plan approval, if necessary; Gloucester County Soils Conservation District approval; and, a Construction Activity Stormwater permit (5G3) from **NJDEP** including, but not limited, to a stormwater management

maintenance plan as a condition of site plan approval (Collectively, the **"Land Use Approvals"**). The **Redeveloper** will pursue the **Land Use Approvals** with good faith and due diligence. The **Parties** will at all times offer their full and complete cooperation in connection with the **Redeveloper's** efforts to obtain the **Land Use Approvals**. The **Township** will endorse all necessary permit applications and authorizations and, whenever reasonably necessary, attend meetings with other governmental agencies. Whenever possible the **Township** will expedite hearings for local approvals.

b. The **Redeveloper** will provide the **Township** and any professionals designated by the **Township** with periodic written updates by email regarding the status of the **Land Use Approvals**.

c. In the event any litigation is filed challenging the **Land Use Approvals** the **Parties** shall offer each other their full support to defend against any such challenges unless the **Parties** determine in good faith that the legal challenges are such that the **Redevelopment Project** is no longer feasible, in which event this **Agreement** will terminate with no further liability between the **Parties**. In the event of litigation each **Party** will pay its own legal fees. In the event that the **Township** determines in good faith that the legal challenges are such that the **Redevelopment Project** is no longer feasible but the **Redeveloper** disagrees then the **Redeveloper**, at its sole cost and expense, shall have the right to defend against such legal challenge. During the pendency of any litigation the time frames established for the satisfaction of the **Contingencies** or the performance of any obligations of either **Party** will toll.

5. **Government Financing**. The **Parties** acknowledge that in order for the **Redeveloper** to complete the **Redevelopment Project** it will be necessary to obtain and close upon an award of a Capital Advance from the Department of Housing and Urban Development (**"HUD"**) Section 202 Program, an award of 4% federal income tax credits under the low income tax credit (**"LIHTC"**) program authorized by 26 U.S.C 42 et seq. and implemented in the State of New Jersey by the New Jersey Housing and Mortgage Finance Agency (**"HMFA"**), together with related tax-exempt bond financing, and an award of Affordable Housing Production Fund financing from HMFA (the **"Government Financing"**). The **Government Financing** will include the satisfaction of all conditions imposed by **HUD, HMFA** or other applicable governmental agency with jurisdiction as may be necessary to close and commence construction of the **Redevelopment Project**. The **Redeveloper** will pursue the **Government Financing** with good faith and due diligence, including making a conforming application to **HUD** in the next available round of application. The **Parties** acknowledge that obtaining the **Government Financing** is part of a competitive process and an award is not guaranteed. In the event that the **Redeveloper** is unable to obtain the HUD Section 202 funding in the next available round of applications then the **Redeveloper** will continue to pursue such funding in succeeding rounds, unless the **Redeveloper** or the **Township** reasonably determines that there is no reasonable prospect for obtaining an award under the HUD Section 202 Program, in which event the **Redeveloper** or the **Township** will notify the other **Party** in writing and this **Agreement** will terminate with no further liability between the **Parties**.

6. **Financial Agreement and Resolution of Need**.

a. A resolution of need (the **"Resolution of Need"**) is required by **IIMFA** in order to file the application for the **Government Financing**. The **Township** adopted the Resolution of Need in a meeting held on November 21, 2022.

b. A Financial Agreement (the "Financial Agreement") establishing a payment in lieu of taxes for the Redevelopment Project is also required in connection with the Government Financing. The Township agrees to process the Redeveloper's request for the Financial Agreement in due course generally in the form attached as "Exhibit D". The process of reviewing and considering the approval of the Financial Agreement shall be conducted in accordance with all Applicable Laws including the public's right to participation in a public hearing of the Township's governing body.

7. **The Redeveloper's Warranties**. The **Redeveloper** hereby represents and warrants to, and covenants with, the **Township** that:

a. The **Redeveloper** is a nonprofit organization formed in the State of New Jersey and has all requisite power and authority to enter into this **Agreement**.

b. The execution, delivery and performance by the **Redeveloper** of this **Agreement** have been duly authorized by all necessary action and will not violate the certificate of incorporation, bylaws or any other agreement (now or as amended) of the **Redeveloper** or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which the **Redeveloper** is a party or by which the **Redeveloper** or its material assets may be bound or affected.

c. The person executing this **Agreement** on behalf of the **Redeveloper** has been duly authorized and empowered and this **Agreement** has been duly executed and delivered by the **Redeveloper** and constitutes the valid and binding obligation of the **Redeveloper**.

d. No suit is pending against or affects the **Redeveloper** or any affiliated entity which could have a material adverse effect upon the **Redeveloper's,** or any affiliated entity's, performance under this **Agreement** or the financial condition or business of the **Redeveloper** or any affiliated entity**.** There are no outstanding judgments against the **Redeveloper** or any affiliated entity that would have a material adverse affect upon the assets or properties of the **Redeveloper** or any affiliated entity, or which would materially impair or limit the ability of the **Redeveloper** to enter into or carry out the transactions contemplated by this **Agreement**.

e. This **Agreement** is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the **Redeveloper** is a party or is otherwise subject.

f. Neither the **Redeveloper** nor any affiliated entity has received any notice as of the date of this **Agreement** asserting any noncompliance in any material respect by the **Redeveloper** or any affiliated entity with applicable statutes, rules and regulations of the United States of America, the State of New Jersey or of any other state or municipality or agency. Neither the **Redeveloper** nor any affiliated entity is in default with respect to any judgment,

order, injunction or decree of any court, administrative agency, or other governmental authority that is in any respect material to the transactions contemplated hereby.

g. The **Redeveloper** is and will be properly equipped, organized and financed to perform all such work and undertake all such responsibilities under this **Agreement.**

h. At the **Township's** request, **Redeveloper** shall submit to the **Township** a written progress report (**"Progress Report"**) which shall include a description of activities completed, the activities to be undertaken prior to the next progress report, the status of all **Land Use Approvals**, an explanation of each activity, if any, which is showing delay, a description of any problem areas, current and anticipated delaying factors and estimated impact on performance of other activities and completion dates in the **Redevelopment Project** schedule, along with an explanation of corrective action taken or proposed. Such report shall be issued within fifteen (15) days of written request.

i. The **Redeveloper** is not engaging in any prohibited activity in Russia or Belarus, as outlined in P.L. 2022, c. 3, signed into law on March 9, 2022

8. **The Township's Warranties**. The **Township** hereby represents and warrants to, and covenants with the **Redeveloper** that:

a. The execution, delivery and performance by the **Township** of this **Agreement** have been duly authorized by all necessary action under **Applicable Laws**.

b. No suit is pending against or affects the **Township** which could have a material adverse effect upon this **Agreement** or implementation of the **Redevelopment Project**.

c. The **Township** has received no notice of condemnation or other proceedings in the nature of eminent domain in connection with the **Premises**.

9. **Assignment and The Township's Approval of Transfer of the Premises**.

a. The **Redeveloper** recognizes the importance of the **Project** to the general welfare of the community and the **Township**, and understands that the identity of the **Redeveloper**, its members, and its qualifications are critical to the **Township** in entering into this **Agreement**. Notwithstanding anything to the contrary contained in this **Agreement** or any other agreement attendant to the development of the **Redevelopment Project**, except as otherwise specifically set forth herein, the **Redeveloper** shall have no right to sell, lease, or transfer (which shall include, without limitation, any direct or indirect transfer of 50% or more of the membership interest in the **Redeveloper**), and the **Redeveloper** shall not sell, lease or otherwise transfer, all or any portion of the **Premises** and/or the **Redevelopment Project** except as set forth in the **Financial Agreement** in the form attached as **Exhibit D** or in such other form as is actually signed by the **Parties**. The provisions of this Section 10 shall not apply to: (i) the lease of apartments within the **Redevelopment Project** to third parties; (ii) dedication to the **Township** or other governmental agency in accordance with **Applicable Laws** of roadways and other public areas; (iii) conveyance of utility and other necessary easements, (iv) a mortgage or

other lien or encumbrance for the primary purpose of financing costs associated with development, construction and marketing of the **Redevelopment Project;** (v) a transfer resulting from a foreclosure, deed in lieu of foreclosure, or other similar proceeding; and (vi) transfer to a limited liability company in which the **Redeveloper** possesses a controlling interest the managing member. Except as set forth below, any conveyance of the **Premises** or any ownership interest in the **Redeveloper** pursuant to this Section 10 shall provide that the assignee or transferee shall construct the **Redevelopment Project** in accordance with the **Redevelopment Law**, the **Redevelopment Plan** and this **Agreement**.

b. The **Parties** acknowledge that in order to complete the **Government Financing**, and as a condition thereof, at the time of closing on the **Government Financing,** the **Redeveloper** will create a special-purpose limited liability company to own the **Redevelopment Project.** Redeveloper shall have a controlling interest in the managing member of the limited liability company and a tax credit investor shall be admitted as the investor member. The operating agreement, and the inclusion of the tax credit investor/syndicator in accordance with the terms set forth herein, will be permitted with no further approval from the **Township**. In the event that the **Redeveloper** subsequently wishes to replace the tax credit investor/syndicator then so long as the financial condition and experience of the new tax credit investor/ syndicator are substantially the same as the original tax credit investor/syndicator, as determined in the **Township's** reasonable judgment then such replacement shall be permitted with no further approval from the **Township**. The Township reserves the right to request such documentation and information as is necessary in its reasonable discretion to make the determination concerning the replacement investor/syndicator's financial condition.

10. **Redevelopment Plan Amendments**. The **Parties** acknowledge that it may be necessary to modify the **Redevelopment Plan** in accordance with the **Redevelopment Law** from time to time in order to accomplish the development and construction of the **Redevelopment Project** in accordance with the intent of the **Parties**. In such event the **Parties** will offer each other their full and reasonable cooperation. All such amendments to the **Redevelopment Plan** will be in accordance with the **Redevelopment Laws**.

11. **Default and Remedies**.

a. In the event of a default of this **Agreement**, after written notice and expiration of applicable grace periods, the aggrieved **Party** will have all rights and remedies available at law or in equity, including the right of specific performance. In the event of any default under this **Agreement** by one party, the other **Party** shall provide written notice of such default and the defaulting party shall have thirty (30) days to effect a cure (provided, that if such breach could not reasonably be expected to be cured within such 30-day period but could reasonably be expected to be cured within ninety (90) days, such longer period of time, but not to exceed ninety (90) days, as is reasonably required to cure such default, provided further, however, that the defaulting Party shall promptly commence action within such 30-day period to cure such default and diligently pursue such curative action until such breach is cured).

b. If the breach or default is with respect to construction of the **Redevelopment Project**, nothing contained in this Section or any other provision of this **Agreement** shall be deemed to permit or authorize a mortgage lender, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the **Redevelopment Project** (beyond the extent necessary to conserve or protect the lender's security, including improvements or construction already begun) without first having expressly assumed the obligation to the **Township**, by written agreement reasonably satisfactory to **Township**, to complete in a manner provided in this **Agreement** the **Redevelopment Project** or the part thereof to which the lien, interest or title of such lender relates. Any such lender who shall properly complete the **Redevelopment Project** shall be entitled, upon written request made to the **Township**, to receive the **Certificate of Completion** as provided for in Section 1(h).

c. The **Parties** shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this **Agreement**. Any delay in instituting or prosecuting any such action, proceeding or otherwise asserting rights under this **Agreement** shall not operate as a waiver of such rights or to deprive a party of or limit its rights in any way, except as specifically set forth in writing. The rights and remedies of the **Parties** to this **Agreement**, whether provided by law or by this **Agreement**, shall be cumulative, and the exercise by either **Party** of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default, or of any of its remedies for any other default by the other **Party**. No waiver made by either such **Party** with respect to the performance, or manner or time thereof, or any obligation of the other **Party** shall limit the **Party's** rights and remedies otherwise provided by law or by this **Agreement**.

d. Nothing set forth in this **Agreement** shall be construed to constitute waiver of any right by the **Township** to exercise police powers to the extent necessary to protect the health, safety, or welfare of **Township** citizens.

e. The Parties agree to reasonably mitigate damages due to a default.

f. Except where liability otherwise attaches as a result of gross negligence or intentional or willful misconduct, no official, officer, professional, employee, agent or representative of the **Township** shall be personally liable to **Redeveloper**, **Redeveloper's** assignee or successor in interest, in the event of any default, breach or violation by the **Township**, or for any amount which may become due to **Redeveloper**, its assignee, or successor, or with regard to any obligation under the terms of this **Agreement**.

12. **Indemnification and Insurance.**

a. Except with respect to the **Township's** gross negligence, intentional or willful misconduct or default under this **Agreement**, from and after the conveyance of the **Premises** to **Redeveloper** or its designated limited liability company, **Redeveloper** covenants and agrees to pay, indemnify, protect, defend and hold the **Township** and its officials and representatives harmless regarding the **Redevelopment Project** and the **Premises** from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including

reasonable attorneys' fees, disbursements and court costs) of every kind, character and nature, arising out of, resulting from or in any way connected with the condition, use, possession, conduct, management, planning, design, construction, installation, financing, marketing and leasing or sale of the **Premises** or the **Redevelopment Project**, including but not limited to, death, accident, injury, loss and damage whatsoever caused to any entity, or the property of any entity.

b. The provisions of this Article shall survive the termination of this **Agreement** in the event of default or violation of this **Agreement** by **Redeveloper** or its successors or assigns, and shall run with the land.

c. The **Redeveloper** shall furnish or shall cause to be furnished to the **Township** complete copies of original insurance policies, as required by the **Township**, insuring the **Redeveloper** against losses, costs, liabilities, claims, causes of action and damages for bodily injury, property damage and personal injury on the **Redevelopment Project** or related to the construction thereon, including claims made by subcontractor personnel, in standard, commercially acceptable amounts. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other customary covered losses, however occasioned, occurring during the policy term.

d. Builder's risk insurance for the benefit of **Redeveloper** (subject to the interests of any holder), during the term of construction, sufficient to protect against loss or damage resulting from fire and lightning, wind, hurricanes and tornados, the standard extended coverage perils, vandalism, and malicious mischief.

e. All insurance policies required hereunder shall be kept in force until the **Certificate of Completion** is issued. All insurance policies required by this Section shall contain language to the effect that (i) the policies are primary, (ii) the policies cannot be cancelled or materially changed except after thirty (30) days written notice by the insurer to the **Township**, and (iii) the **Township** shall not be liable for any premiums or assessments, (iv) all such insurance shall have deductibility limits, as reasonably requested by and satisfactory to the **Township**.

13. **Notices to Parties**.

a. All notices, demands, requests or communication required or permitted to be given pursuant to this **Agreement** shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid and certified with return receipt requested, or upon delivery by a nationally recognized overnight delivery service; provided, however, the time period in which a response to any notice, demand or request must be given shall commence on the next business day after such posting. Any such notice, demand, request or communication shall be addressed and directed to the party to receive same at the address specified in the beginning of this **Agreement**.

b. A copy of all notices to the **Redeveloper** shall also be sent to:

Executive Director
The Diocesan Housing Services Corporation of the Diocese of Camden

1845 Haddon Avenue
Camden, NJ 08103

and

James J. Godino, Esq.
McKernan, McKernan and Godino
113 N. 6th Street
Camden, NJ 08102

c. A copy of all notices to the **Township** shall also be sent to:

Township of Deptford
1011 Cooper Street
Deptford, NJ 08096
Attention: Municipal Clerk

and

Township of Deptford
1011 Cooper Street
Deptford, NJ 08096
Attention: Township Attorney

Either **Party** may designate a different person or place to or at which notices or copies of notices shall be given by delivering a written notice to that effect to the other **Party**, which notice shall be effective after the same is actually received by the other **Party**.

14. **Miscellaneous.**

a. **"Certificate of Completion",** referenced in Section 1(g) of this Agreement, means written acknowledgement by the **Township** in recordable form that the **Redeveloper** has completed construction of the **Project** in accordance with the requirements of this **Agreement** and **Applicable Laws,** (including the **Fair Housing Laws**) and the **Redevelopment Plan** and is released from all obligations and liabilities hereunder After receipt of the Certificate of Occupancy for the **Project**, the **Redeveloper** shall apply to the **Township** for the **Certificate of Completion** (the "**Completion Notice**"). Upon receipt of a **Completion Notice** from **Redeveloper**, the **Township** shall have thirty (30) days to determine whether completion of the **Project** or **Phase** of the **Project** has in fact occurred. The **Redeveloper** shall cooperate fully with the **Township** and any inspector or other person assisting the **Township** in making this determination. The **Township** shall provide **Redeveloper** with the **Certificate of Completion** or a written statement setting forth in detail the reasons why it believes that **Redeveloper** has failed to complete the **Project** in accordance with the provisions of this **Agreement** or is otherwise in default hereunder and what reasonable measures or acts will be necessary in the reasonable opinion of the **Township** in order for **Redeveloper** to be entitled to the **Certificate of Completion**. Following the determination of the completion of the **Project**, the **Township** agrees to issue a **Certificate of Completion** in a form substantially reasonably requested by

Redeveloper. The **Certificate of Completion** shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the **Project** in this **Agreement** and the **Redevelopment Plan**. Any deadline to complete construction as described in Section 1(b) shall be tolled during the period of the **Township's** consideration of the **Completion Notice**.

b. If either **Party** shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, shortages of labor or materials after due diligence in obtaining same, governmental restrictions, riots, insurrection, war, fire or other casualty, acts of God, terrorist acts, extreme or unexpected weather, floods or other natural disaster, or by reason of any cause beyond the exclusive and reasonable control of the **Party** delayed in performing work or doing acts required under the terms of this **Agreement** (any such delay or event is referred to as an event of "**Force Majeure**"), then the performance of any such act shall be extended for a period equivalent to the period of such delay.

c. If any of the provisions of this **Agreement**, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this **Agreement**, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this **Agreement** shall be valid and enforceable to the fullest extent permitted by law.

d. This **Agreement** has been made and entered into under the laws of the State of New Jersey and those laws shall control the interpretation of this **Agreement**.

e. This **Agreement** may not be amended, supplemented, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the **Parties** hereto.

f. This **Agreement** shall be binding upon the respective **Parties** hereto and their successors and permitted assigns.

g. The rights, title and interests of all third persons in and to the **Premises** shall be subject to this **Agreement**, the **Redevelopment Law** and the **Redevelopment Plan**.

h. Within fifteen (15) days following written request therefor by the **Redeveloper**, or the **Redeveloper's** mortgage lender, the **Township** shall issue a signed estoppel certificate either stating that this **Agreement** is in full force and effect and that there is no default under this **Agreement** (nor any event which, with the passage of time and the giving of notice would result in a default under this **Agreement**), or, if a default exits, stating the nature of the default or event. In the event the estoppel certificate discloses such a default or event, it shall also state the manner in which such default and/or event may be cured.

i. The captions of the paragraphs in this **Agreement** are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.

j. This **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. A facsimile transmission of an original signature shall be deemed to be an original signature.

k. Each of the **Parties** hereto agrees to execute and deliver, or cause to be executed and delivered, any and all further agreements, documents or instruments necessary to effectuate this **Agreement** and the transactions referred to herein or contemplated hereby or reasonably requested by the other **Party** to perfect or evidence its rights hereunder. Nothing contained in this **Agreement** may commit the **Township** to taking or refraining from taking any formal action as required by law governing municipal corporations.

l. The **Redeveloper** and the **Township** represent and warrant to each other that no real estate broker or other party with a right or claim to a real estate commission, finder's fee or other compensation in the nature of a real estate commission was involved negotiating this transaction. The **Parties** indemnify and hold each other harmless from any third party claiming a right to such a commission or compensation under or through that **Party**.

m. The **Parties** acknowledge that each has had counsel review and revise this **Agreement**. The **Parties** agree that the Agreement has been jointly prepared and there shall be no negative inference drawn against either **Party** in the interpretation of the **Agreement.**

n. All exhibits to this **Agreement** are incorporated into the terms of this **Agreement.** The following constitute the Exhibits to this **Agreement**:

Exhibit A	Redevelopment Plan
Exhibit B	The Premises
Exhibit C	Concept Plan
Exhibit D	Form of Financial Agreement

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Redevelopment Agreement as of the date first written above.

TOWNSHIP:

TOWNSHIP OF DEPTFORD

By: _____
Paul Medany
Mayor

REDEVELOPER:

THE DIOCESAN HOUSING SERVICES CORPORATION OF THE DIOCESE OF CAMDEN, INCORPORATED

By: _____
James M. Reynolds
Executive Director

R.62.23

RESOLUTION OF THE TOWNSHIP OF DEPTFORD AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT FOR PROPERTY KNOWN AS BLOCK 4.01, LOT 1 (DONASON TRACT)

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented ("Redevelopment Law"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6(a) of the Redevelopment Law, the Township adopted Resolution R.119.15 on April 20, 2015 designating the parcel identified on the municipal tax map as Lot 1, Block 4.01, and more particularly described in the Redevelopment Plan as an "area in need of redevelopment" as that term is defined in the Redevelopment Law (the "Redevelopment Area"); and

WHEREAS, pursuant to such designation, on November 21, 2022, the Township, by Ordinance 0.16.22, adopted the Redevelopment Plan referenced as the "Merrywold Senior Housing Redevelopment Plan" (the "Redevelopment Plan"); and

WHEREAS, the Deptford Township Council has been designated the "redevelopment entity" (as that term is defined in the Redevelopment Law) for the purpose of implementing the Redevelopment Plan under the Redevelopment Law; and

WHEREAS, the Township's Master Plan, Housing Element, Fair Share Element the Settlement Agreement and the Redevelopment Plan recommend the development of the Premises as a 100% senior rental affordable housing community to be occupied by families with "low" (including "very low") and "moderate incomes" in accordance with the Fair Housing Laws, as hereinafter defined; and

WHEREAS, the development and construction of this Redevelopment Project is intended to address, in part, the Township's obligation to provide its fair share of the region's affordable housing need in accordance with what is commonly referred to as the "Mount Laurel Doctrine" and the State and Court's affordable housing obligations and requirements; and

WHEREAS, the Redeveloper has extensive experience with the redevelopment of real estate generally and the development, construction and management of workforce, affordable housing specifically; and

WHEREAS, the portion of the Redevelopment Area to be conveyed to the Redeveloper consists of approximately 11.25 acres of Block 4.01, Lot 1 (the "Premises"); and

WHEREAS, it is in the best interests of the Township that the Premises be developed for the construction of senior affordable rental housing by the Redeveloper; and

WHEREAS, the Parties wish to enter into a formal agreement establishing the terms and conditions under which the Premises will be conveyed by the Township to the Redeveloper and under which the Premises will be redeveloped for affordable senior rental housing by the Redeveloper.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and further, to implement the purposes of the Redevelopment Law and the Redevelopment Plan, the Parties hereto agree as follows:

NOW THEREFORE, BE IT RESOLVED that the Township Council authorizes the following:

1. The execution of the Redevelopment Agreement between The Diocesan Housing Services Corporation of the Diocese of Camden, Incorporated and the Township, as attached to this resolution.

2. That a copy of the fully executed Redevelopment Agreement shall remain on file in the of the Township Clerk.

Effective Date: This Resolution shall take effect immediately upon adoption.

ATTEST:

Township of Deptford

Christine A. Helder, Deputy Township Clerk

Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Work Session Meeting of Township Council of the Township of Deptford held on the 23rd day of January, 2023 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.62.23				
Council Member	**Yes**	**No**	**Abstain**	**Absent**
Medany	√			
Hufnell	√			
Barnshaw	√			
Belling	√			
Lamb	√			
Love	√			
Schocklin	√			

Christine A. Helder, Deputy Township Clerk

R.145.22

RESOLUTION OF THE TOWNSHIP OF DEPTFORD AUTHORIZING EXECUTION OF HOUSING TRUST FUND AGREEMENT WITH THE DIOCESAN HOUSING SERVICES CORPORATION

WHEREAS, the Township intends to grant funds from the Township of Deptford's Affordable Housing Trust Fund to The Diocesan Housing Services Corporation of the Diocese of Camden, Incorporated, a New Jersey nonprofit corporation, for the pre-development and development costs of an approximately 81-unit affordable senior community, which shall be constructed on certain property located in Deptford Township, Gloucester County, New Jersey; and

WHEREAS, the Parties have agreed upon certain terms related to the Project for consideration and execution by the Township, a copy of said Housing Trust Fund Agreement is incorporated herein; and

WHEREAS, it is the in the best interests of the Township to execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED on this 27th day of June 2022, by the Mayor and Council of the Township of Deptford, County of Gloucester, and State of New Jersey:

1. The Township Manager is authorized to execute the Housing Trust Fund Agreement.

2. The Township Manager and/or any other authorized Township official(s) are hereby authorized to execute any and all other documents necessary to effectuate this Resolution.

ATTEST:

Township of Deptford

Dina L. Zawadski, Township Clerk, RMC, CMC

Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Work Session Meeting of Township Council of the Township of Deptford held on the 27th day of June, 2022 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.145.22				
Council Member	**Yes**	**No**	**Abstain**	**Absent**
Medany	✓			
Hufnell	✓			
Barnshaw	✓			
Belling	✓			
Lamb	✓			
Love	✓			
Schocklin	✓			

Dina L. Zawadski, Township Clerk, RMC, CMC

R.209.22

RESOLUTION OF THE TOWNSHIP OF DEPTFORD CONFIRMING THE NEED FOR A 74-UNIT AFFORDABLE SENIOR HOUSING DEVELOPMENT LOCATED ON THE DONASON TRACT TO BE KNOWN AS ST. FRANCIS WOODS

WHEREAS, The Diocesan Housing Services Corporation of the Diocese of Camden, Incorporated (hereinafter referred to as the "Sponsor") proposes to construct a 74-unit senior affordable housing development known as "St. Francis Woods" (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.) and the rules promulgated thereunder at N.J.A.C. 5:80-1 et seq. (the foregoing hereinafter referred to as the "HMFA Requirements") within the Township of Deptford (hereinafter referred to as the "Municipality") on an approximately 11.25-acre site described as a portion of Block 4.01, Lot 1 as shown on the Official Assessment Map of the Township of Deptford, Gloucester County and more commonly referred to as the "DonasonTract".

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

WHEREAS, pursuant to the provisions of the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality; and

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Deptford ("Committee"), County of Gloucester, State of New Jersey as follows:

1. The Governing Body finds and determines that the proposed Project currently meets or will meet an existing housing need in the Township.

2. The Governing Body does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in the conformity with the provisions of the HMFA Requirements to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

ATTEST:

Township of Deptford

Dina L. Zawadski, Township Clerk, RMC, CMC

Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Council Meeting of Township Council of the Township of Deptford held on the 21st day of November, 2022 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE – Resolution R.209.22				
Council Member	**Yes**	**No**	**Abstain**	**Absent**
Medany	✓			
Hufnell	✓			
Barnshaw	✓			
Belling	✓			
Lamb	✓			
Love	✓			
Schocklin	✓			

Dina L. Zawadski, Township Clerk, RMC, CMC