2016

Appendices to the Housing Element & Fair Share Plan

September 15, 2016

Harrison Township, Gloucester County, New Jersey

Prepared By:

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APPENDICES TO THE HOUSING ELEMENT & FAIR SHARE PLAN

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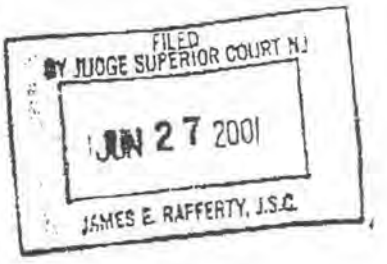
APPENDIX A

2001 JUDGEMENT OF REPOSE



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Plaintiff(s), LEIGH COURT LTD PARTNERSHIP, a New Jersey Limited Partnership, and CBD DEVELOPMENT, vs. Defendant(s), TOWNSHIP OF HARRISON, a Municipal Corporation of the State of New Jersey, TOWNSHIP COMMITTEE of the TOWNSHIP of HARRISON and PLANNING BOARD of the TOWNSHIP OF HARRISON.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: GLOUCESTER COUNTY DOCKET NO.: GLO L 001445-97 Civil Case JUDGMENT OF REPOSE

THIS MATTER having been opened to the Court by the Township of Harrison in conjunction with the above referenced matter; and the Township of Harrison and its Planning Board having adopted a housing element and fair share plan to satisfy its cumulative fair share of 221 units; and the Court having reviewed the housing element and fair share plan; and the Township having caused notice to be published of a hearing for the purpose of the Court determining whether to formally approve the housing element and fair share plan and enter a Judgment of Repose; and the notice having requested any interested parties to file any objections they might have by May 11, 2001; and only one party having objected; and the Court having

determined that this plan satisfies the Township of Harrison's constitutional requirements and good cause therefor appearing; and the Court having found the following facts:

1. The Planning Board of the Township of Harrison adopted a Housing and Fair Share Element to its Master Plan on February 19, 1999. See Exhibit A.

2. On May 7, 2001, the Planning Board of Harrison adopted a Housing Element Amendment, as well as a Land Use Element Amendment. The Planning Board also endorsed the Fair Share Element schedule for Township review. See Exhibits B and C.

3. On May 7, 2001, the Township of Harrison adopted a Fair Share Plan Amendment and also endorsed the Housing Element Amendment adopted by the Planning Board. See Exhibits D and E.

4. The Housing and Fair Share Element, as amended by the Housing Element Amendment and the Fair Share Plan Amendment, addressed the fair share the New Jersey Council on Affordable Housing ("COAH") assigned to the Township in June of 1994. More specifically, COAH assigned Harrison a cumulative fair share of 221 units, consisting of a rehabilitation component of 23 units and a new construction or inclusionary component of 198 units.

5. Pursuant to applicable COAH regulations, municipalities are entitled to credits against their fair share for deteriorated units that have been rehabilitated and for new affordable units constructed since April, 1980.

6. Harrison Township has demonstrated, to the satisfaction of this Court, that it is entitled, pursuant to applicable COAH standards, to 14 credits for deteriorated units rehabilitated as a result of the Township's participation in the Gloucester County Community Development Block Grant Program.

7. As a result of the Township's entitlement to 14 rehabilitation credits, the Township is left with a remaining rehabilitation component of 9 units (23 – 14 = 9). The Township proposes to address this remaining 9-unit component of its 23-unit rehabilitation component by continuing to participate in the Gloucester County Community Development Block Grant Program ("CDBG"); and by committing to fund the rehabilitation of 9 deteriorated units to the extent that CDBG monies are not available.

8. The Township proposes to address its 198-unit new construction component as follows: (a) 143 credits for 93 family affordable rental units in a project known as Walnut Glen (93 family rental units plus 50 rental bonus credits); (b) 24 affordable units for a project known as Leigh Court; and (c) 49 units for anticipated senior housing to be produced in the Richwood section of town.

9. The 24 affordable units associated with Leigh Court are the result of a settlement between (a) plaintiffs CBD Corporation and Leigh Court, LLC, and (b) defendants, Harrison Township and its Planning Board (hereinafter "Leigh Court Settlement"). See Exhibit F. That settlement empowers the developer to construct 24 affordable units on a site if it secures approval for 162 units; or to fund a 24-unit Regional Contribution Agreement if it secures approval for 162 units. The settlement is contingent upon the Township's right to six years of immunity from additional builder's remedy suits at such time as the Court approves the Township's affordable housing plan.

10. As a result of the 143 credits claimed for Walnut Glen; the 24 units claimed for Leigh Court and the 49 units claimed for senior development in Richwood, the Township's position is that it has created the realistic opportunity for 216 units. (143 + 24 + 49 = 216). This is 18 units in excess of the Township's 198-unit new construction component. (216 – 198 = 18).

11. The Township's Fair Share Plan also contains a development fee ordinance intended to generate money for any future affordable housing needs.

12. The Township has sought the Court's approval of the Housing Element and Fair Share Element of its Master Plan, as amended by the Housing Element Amendment and the Fair Share Plan Amendment. For ease in reference, the 1999 Housing and Fair Share Element as amended by the Housing Element Amendment and Fair Share Plan Amendment shall hereafter be referred to collectively as the "Affordable Housing Plan."

13. The Township and plaintiffs have caused an appropriate notice to be published in conjunction with the Township's application for approval of its Affordable Housing Plan. See Exhibits G and H.

14. The parties have also sought approval of the Leigh Court Settlement and caused an appropriate notice to be published in conjunction with same. See Exhibits G and H.

15. The Township has also sought a declaration that it is entitled to six years of protection upon proof that its Affordable Housing plan satisfies its responsibilities under current applicable *Mount Laurel* law instead of the shorter period of protections envisioned by N.J.A.C. 5:91-14. The parties have caused an appropriate notice to be published in conjunction with this application. See Exhibits G and H.

16. Philip B. Caton serves as the Court-appointed master in this matter. He has vast experience in reviewing and evaluating affordable housing plans and various *Mount Laurel* issues and presenting his findings to the Court.

17. Mr. Caton has reviewed the Township's Affordable Housing Plan generally, the Leigh Court Settlement specifically and the Township's application for the right to six years of

protection from such time as the Court approves the Affordable Housing plan in its current form or some modified form.

18. On the basis of the review described above, Mr. Caton has issued a report dated May 16, 2001. See Exhibit I. His conclusions may be summarized as follows:

a. The Court should grant the Township's application for the right to six years of protection from such time as the Court concludes that the Township's Affordable Housing Plan satisfies the Township's responsibilities pursuant to *Mount Laurel I* and its progeny, the Fair Housing Act, COAH regulations and other applicable law.

b. The Leigh Court Settlement is fair and reasonable to lower-income households and the Court should approve this settlement.

c. Subject to various conditions, the Court should approve the Township's Affordable Housing Plan and find that said plan satisfies the Township's responsibilities as set forth in COAH regulations and other applicable law.

Mr. Caton provided the basis for these conclusions in his May 16th, 2001 Report and via testimony at a hearing the Court conducted on May 18th, 2001.

19. The notice the parties caused to be published in conjunction with the relief described above requested that any interested party who wished to comment upon or object to the application for relief put their comments or objections in writing and file them with the Court and Township no later than May 11, 2001.

20. The Court received only one objection in response to the notice. See Exhibit J.

21. Ms. Joanie L. Dunham further elaborated upon her objection to the Leigh Court Settlement at the hearing.

22. In response to this objection, plaintiff's produced an expert report and testimony from a planner by the name of David Kinsey, PP. See Exhibit J. The master also rebutted the challenges of Ms. Dunham.

23. At and before a hearing the Court conducted on May 18th, 2001, the Court considered all the documents referenced herein and attached as exhibits; the testimony of its expert, Mr. Caton; the objection and questions of Ms. Dunham; and the response to this objection by Mr. Kinsey and the master.

NOW, THEREFORE, it is on this 27th day of June, 2001, ORDERED AND ADJUDGED as follows:

1. The Township's motion seeking entitlement to six years of immunity from such time as the Court approves its Affordable Housing Plan is approved.

2. The Leigh Court Settlement is fair and reasonable to the interests of low and moderate income households and is, therefore, approved.

3. The Affordable Housing Plan satisfies the Township's responsibilities under the *Mount Laurel* doctrine and is approved subject to the following conditions:

a. The Township shall adopt a Resolution of Intent to Bond to fund the rehabilitation of the remaining 9-unit portion of the Township's indigenous need in the event that CDBG monies and development fees prove insufficient to fund these 9 rehabilitations.

b. The Township shall adopt the ordinance that is made part of the Fair Share Plan concerning senior housing in the Richwood portion of the community, subject to two limitations: (i) the only principle permitted use for the lands impacted by this ordinance shall be for inclusionary housing; and (ii) the lands rezoned should permit at least four units in any given structure.

c. The Township shall prepare in a reasonably expeditious fashion an Amendment to its Water Quality Management Plan to include the Leigh Court parcel in a sewer service area and to enable the provision of public sewer service in the Richwood area of the Township via smaller "package" sewer treatment plants or another alternative means acceptable to the Master, rather than a single, centralized plant servicing the entire Richwood sewer service area.

d. The Township should provide the Court with a report on each anniversary of this Judgment of Repose, apprising the Court of the progress shown by the

private market in providing public sewer service to the Richwood section of the Township. The sewer status report should address all pertinent permitting, design, financing and construction issues related to the provision of sewer service in the Richwood area. In the event the New Jersey Department of Environmental Protection declines to approve the Water Quality Management Plan amendment or in the event that no private developer(s) come(s) forward to construct the system after a reasonable period of time, the Court, based upon the recommendation and monitoring of the master, shall (i) notify the Township that the sewer component of the plan is no longer viable and (ii) give the Township a reasonable period of time to devise an alternative approach to meeting any gap in its fair share obligation.

e. The Township shall adopt a Spending Plan and secure approval of that Spending Plan either by COAH or the Court on the basis of the review and recommendation of the master.

f. In the event plaintiffs elect to satisfy the *Mount Laurel* responsibilities associated with the Leigh Court project by funding an RCA in lieu of constructing units on site, the Township shall secure approval of the RCA from COAH, the HMFA, the County and the Court. Under such circumstances, COAH shall be delegated the responsibility to monitor the implementation of the RCA.

g. The Township shall identify the "Administrative Agency" in the general *Mount Laurel* ordinance attached as part of Exhibit B to the Amendment to the Fair Share Plan.

4. The Township shall fully implement its Housing Element and Fair Share Plan

5. The Township is entitled to six years of immunity from builder's lawsuits, commencing as of the date of this Order.

6. Subject to the preservation of the rights and responsibilities of the parties set forth in the Leigh Court Settlement, the Township of Harrison may apply to the Court at any time and seek to amend its housing element, final fair share plan and implementing Mount Laurel ordinances.

7. The Court shall retain jurisdiction over the within Judgment of Repose and the Housing Element and Fair Share Plan which this Judgment has formally approved. The

Township shall, however, provide annual reports to COAH, as well as the Court, in the form deemed appropriate by COAH, setting forth the status of the implementation of the approved plan.

8. The case of CBD Development, Inc., v. Planning Board of Harrison Township, entered in the Superior Court of New Jersey, Law Division, Gloucester County, under Docket No. GLO-L-1831-00 is hereby remanded to the Planning Board for further action consistent with the Leigh Court settlement agreement and this Judgment of Repose.

9. The Court does hereby delegate to COAH the responsibility of monitoring the use of developer fees collected pursuant to the fee ordinance contained in the Fair Share Plan Amendment and approved by this Judgment of Repose. In the event COAH should decline to monitor these fees in conjunction with a Spending Plan approved by COAH or this Court, the Court, with the assistance of the master, shall monitor the fees.

JAMES B. RAFFERTY, A.J.S.C.

APPENDIX B

HOUSING, DEMOGRAPHIC, AND EMPLOYMENT ANALYSIS

HOUSING, DEMOGRAPHIC & EMPLOYMENT ANALYSIS

HOUSING CHARACTERISTICS

The 2009-2013 American Community Survey (ACS)[1] indicates that Harrison has approximately 3,965 housing units, with 140, or 3.5%, being vacant. The Township's housing stock consists of predominantly single-family detached units (85.8%). This type of housing comprises a lower share across Gloucester County (73.2%) and the State (53.7%). The overwhelming majority of units in Harrison (89.1%) are owner-occupied. This is also true at the County level (80.3%) and, to a lesser extent, the State (65.6%). See Table 1, Housing Units by Number of Units in Structure, for a detailed explanation of the housing units in 2013.

TABLE 1. HOUSING UNITS BY NUMBER OF UNITS IN STRUCTURE, 2009-2013.

Number of units	Owner occupied	% total	Rental	% total	Vacant	% total	Total
1, Detached	3,146	92.3%	117	28.1%	140	100.0%	3,403
1, Attached	238	7.0%	65*	15.6%	0	0.0%	303
2	11*	0.3%	47	11.3%	0	0.0%	58
3 or 4	0	0.0%	0*	0.0%	0	0.0%	0
5 to 9	14*	0.4%	33*	7.9%	0	0.0%	47*
10 to 19	0	0.0%	39	9.4%	0	0.0%	39
20 or more	0	0.0%	115	27.6%	0	0.0%	115
Mobile Home	0	0.0%	0	0.0%	0	0.0%	0
Other	0	0.0%	0	0.0%	0	0.0%	0
Total	***3,409***	***100.0%***	***416***	***100.0%***	***140***	***100.0%***	***3,965***

Source: 2009-2013 American Community Survey 5-Year Estimate (B25032, DP04).
**The margins of error for these values exceed the estimated counts. As such, the estimates may be unreliable.*

Table 2, Housing Units by Year Built, illustrates the decade during which the Township's housing units were built. Only 7.8% of Harrison's housing stock was constructed prior to 1949. The majority of the Township's housing stock was built after 1979, with the largest percentage built between 2000 and 2009 (30%). This reflects

[1] 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. As such, data in the ACS is subject to a margin of error.

the increasing development pressures the Township has experienced in recent decades. The Townships later median year built of homes of 1993, compared to the County of 1976 and the State of 1996 highlights the Townships recent building boom.

TABLE 2. HOUSING UNITS BY YEAR BUILT, 2009-2013.

Year Built	Total Units	Percent	Owner	Renter	Vacant
2010 or later	35	0.9%	35	0*	0
2000 to 2009	1,189	30.0%	1,008	74	107
1990 to 1999	1,069	27.0%	978	83	8
1980 to 1989	708	17.9%	606	77	25
1970 to 1979	194	4.9%	173	21	0
1960 to 1969	298	7.5%	251	47	0
1950 to 1959	162	4.1%	105	57*	0
1940 to 1949	49	1.2%	18*	31*	0
1939 or earlier	261	6.6%	235	26*	0
Totals	***3,965***	***100.0%***	***3,409***	***416***	***140***
Median Year built:	**1993**		**1993**	**1983**	

Source: 2009-2013 American Community Survey 5-Year Estimate (DP04, B25036, B25037)

**The margins of error for this information exceed the estimated counts. As such, the estimates may be unreliable.*

Table 3, Housing Units by Number of Rooms, shows that 2.2% of homes have between one (1) and three (3) rooms; 22.9% of the housing stock has between four (4) and six (6) rooms; and nearly 75% has seven (7) or more rooms. The data from this and other tables indicate that the housing stock in Harrison is, on average, very large in size. Indeed, over 44% of units have at least nine rooms. The modal number of bedrooms per housing unit, four (4), is higher than for the County and State at three (3) bedrooms. This is common for suburban communities experiencing the most growth in the latter half of the 20th century. See Table 4 Number of Bedrooms per Housing Unit, for more detail.

TABLE 3. HOUSING UNITS BY NUMBER OF ROOMS, 2009-2013.

Rooms	Number of Units	Percentage of Total
1	0	0.0%
2	0	0.0%
3	88	2.2%
4	236	6.0%
5	213	5.4%
6	454	11.5%
7	732	18.5%

TABLE 3. HOUSING UNITS BY NUMBER OF ROOMS, 2009-2013.		
Rooms	**Number of Units**	**Percentage of Total**
8	489	12.3%
9+	1,753	44.2%
Total	***3,965***	***100.0%***
Source: 2009-2013 American Community Survey 5-Year Estimate (DP04)		

TABLE 4. NUMBER OF BEDROOMS PER HOUSING UNIT, 2013		
Bedrooms	**Number of Units**	**Percent of Total**
Efficiency	0	0.0%
1	119	3.0%
2	470	11.9%
3	1,343	33.9%
4	1,850	46.7%
5+	183	4.6%
Total	***3,965***	***100.0%***
Source: 2009-2013 American Community Survey 5-Year Estimate (DP04)		

Table 5, Housing Values, shows that the median home value in Harrison increased 83.9% between 2000 and 2013, not accounting for inflation. While the Township saw lower growth in home values than Gloucester County (90%), it had higher median home values than the County in both 2000 ($179,400 vs. $118,200, respectively) and 2013 ($330,000 vs. $224,700, respectively).

Based on COAH's 2014 illustrative sales numbers, approximately 49 (1.4%) 2013 housing units in Harrison may be affordable to very-low income households (depending on the number of bedrooms in the unit). Meanwhile, approximately 95 (2.8%) units (exclusive of units that may be affordable to very-low income households) may be affordable to low income households, and approximately 14 units (0.4%) may be affordable to moderate income households (excluding those units affordable to low and very-low income households). In total, approximately 158 owner-occupied units, or 4.6% of owner-occupied units in the Township, may be affordable to low and moderate income households. The Township had no occupied units valued below $80,000 in 2000, demonstrating that there are more units falling within an "affordable" range than there were at the beginning of the previous decade.

TABLE 5. HOUSING VALUES, 2013 AND 2000				
Housing Unit Value	2013 Units	Percent	2000 Units	Percent
Less than $10,000	0*	0.0%	0	0.0%
$10,000 to $14,999	0*	0.0%	0	0.0%
$15,000 to $19,999	0*	0.0%	0	0.0%
$20,000 to $24,999	13*	0.4%	0	0.0%
$25,000 to $29,999	14*	0.4%	0	0.0%
$30,000 to $34,999	0*	0.0%	0	0.0%
$35,000 to $39,999	0*	0.0%	0	0.0%
$40,000 to $49,999	22*	0.6%	0	0.0%
$50,000 to $59,999	0*	0.0%	0	0.0%
$60,000 to $69,999	0*	0.0%	0	0.0%
$70,000 to $79,999	0*	0.0%	0	0.0%
$80,000 to $89,999	0*	0.0%	34	1.5%
$90,000 to $99,999	95	2.8%	107	4.8%
$100,000 to $124,999	0*	0.0%	296	13.4%
$125,000 to $149,999	14*	0.4%	292	13.2%
$150,000 to $174,999	61	1.8%	266	12.0%
$175,000 to $199,999	303	8.9%	396	17.9%
$200,000 to $249,999	437	12.8%	434	19.7%
$250,000 to $299,999	418	12.3%	200	9.1%
$300,000 to $399,999	1,090	32.0%	145	6.6%
$400,000 to $499,999	469	13.8%	32	1.4%
$500,000 to $749,999	388	11.4%	6	0.3%
$750,000 to $999,999	78	2.3%	0	0.0%
$1,000,000 or more	7*	0.2%	0	0.0%
Total	***3,409***	***100.0%***	***2,208***	***100.0%***
Median	$330,000		$179,400	

Sources: 2000 Census (H074, H085), 2009-2013 American Community Survey 5-Year Estimate (DP04, B25075)
**The margins of error for this information exceed the estimated counts. As such, the estimates may be unreliable.*

The median rent in Harrison in 2013 was $942, compared to $1,049 across Gloucester County. Based on COAH's 2014 illustrative rents, approximately 115 units, or 27.6%, may be affordable to very low income renters, depending on the number of bedrooms in the unit. Similarly, approximately 90 units (21.6% of rental units) may be affordable to low income renters and approximately 28 units (6.7% of rental units) may be affordable to moderate income renters, exclusive of those units affordable to lower income groups. In total, approximately 233 rental units, or 56.0% of all renter-occupied

housing units, may be affordable to low and moderate income households. See Table 6, Comparison of Harrison and Gloucester County, Gross Rent, 2013.

TABLE 6. COMPARISON OF HARRISON AND GLOUCESTER COUNTY, GROSS RENT, 2013				
	Harrison		Gloucester County	
Gross Rent	Units	Percent	Units	Percent
Less than $100	9*	2.2%	53	0.3%
$100 to $149	0*	0.0%	152	0.7%
$150 to $199	22*	5.3%	185	0.9%
$200 to $249	13*	3.1%	272	1.3%
$250 to $299	0*	0.0%	330	1.6%
$300 to $349	35*	8.4%	187	0.9%
$350 to $399	13*	3.1%	359	1.7%
$400 to $449	0*	0.0%	159	0.8%
$450 to $499	8*	1.9%	259	1.3%
$500 to $549	0*	0.0%	160	0.8%
$550 to $599	15*	3.6%	368	1.8%
$600 to $649	0*	0.0%	167	0.8%
$650 to $699	0*	0.0%	592	2.9%
$700 to $749	57*	13.7%	655	3.2%
$750 to $799	0*	0.0%	590	2.9%
$800 to $899	20	4.8%	2,058	10.0%
$900 to $999	13*	3.1%	2,373	11.5%
$1,000 to $1,249	28*	6.7%	4,512	21.9%
$1,250 to $1,499	79	19.0%	2,830	13.8%
$1,500 to $1,999	83	20.0%	2,280	11.1%
$2,000 or more	0*	0.0%	1,055	5.1%
No cash rent	21*	5.0%	971	4.7%
Total	***416***	***100.0%***	***20,567***	***100.0%***
Median Rent	$942		$1,049	

Source: 2009-2013 American Community Survey 5-Year Estimate (DP04, B25063)
**The margin of error for this information exceeds the estimated counts. As such, the estimates may be unreliable.*

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 Harrison, 31.2% of all households in occupied units are expending more than 30% of their incomes on housing. The percentage of renter-occupied households expending more than 30% of their incomes on housing (38.7%) is higher than the percent of owner-occupied

households (30.3%). More than two-thirds of households' housing costs are below 30% of their income. See Table 7, Housing Affordability.

TABLE 7: HOUSING AFFORDABILITY, 2013						
Monthly Housing Costs as Percent of Income	Owner-Occupied	% of Total	Renter	% of Total	All Occupied	% of Total
Less than 20 Percent	1,574	46.3%	98	24.8%	1,672	44.1%
20 to 29 Percent	793	23.3%	144	36.5%	937	24.7%
30 Percent or More	1,031	30.3%	153	38.7%	1,184	31.2%
Total	***3,398***	***100.0%***	***395***	***100.0%***	***3,793***	***100.0%***
Source: 2009-2013 American Community Survey 5-Year Estimate (DP04)						

Though the definition of deteriorated housing has evolved over several iterations of the State's affordable housing regulations, the currently accepted criteria for determining whether a housing unit is in deficient state are as follows: (1) the unit is overcrowded (contains more than 1 person per room) and is more than fifty years old, (2) the unit has inadequate pluming, or (3) the unit has inadequate kitchen facilities. While Table 8, Indicators of Deficiency, 2009-2013, demonstrates the percentage of units meeting each criterion, it should not be interpreted as reflecting the Township's rehabilitation obligation, as it does not account for double counting units containing more than one indicator of deficiency and it only shows overcrowding in units built prior to 1950 instead of 1965, due to constraints in available data tables. In 2013, there was an estimated zero (0) housing units with deficient plumbing or kitchen facilities or that were overcrowded and built before 1950. This is consistent with the fact that most of Harrison's housing stock was constructed in the past few decades (and thus have new, recently-inspected facilities) and the majority of all homes have at least eight rooms.

TABLE 8: INDICATORS OF HOUSING DEFICIENCY, 2013			
Indicator	Incomplete Plumbing	Incomplete Kitchen	Crowded or Overcrowded, and Built Pre-1950
Number of Units	0*	0*	0*
Source: 2009-2013 American Community Survey 5-Year Estimate (DP04, B25050) **The margin of error for this information exceeds the estimated counts. As such, the estimates may be unreliable*			

GENERAL POPULATION CHARACTERISTICS

The population of Harrison has nearly tripled since 1990. (Table 9, Population Growth). The population increased by 86.4% between 1990 and 2000 and 41.3%

between 2000 and 2010. Population growth rates were much higher for the Township than the County during both decades.

TABLE 9. POPULATION GROWTH.					
	1990	2000	% Change	2010	% Change
Harrison	4,715	8,788	86.4%	12,417	41.3%
Gloucester County	230,082	254,673	10.7%	288,288	13.2%
Sources: 1990, 2000, and 2010 US Census					

While all but two age cohorts in the Township increased between 2000 and 2010, the growth was distributed unevenly. The highest growth rates occurred in the middle-aged and senior population, specifically residents aged 45-54 (104.7%), 55-64 (94.5%) and 65-74 (115%). Despite Harrison's growth, there was a decline in the population of young adults. The age 25-34 cohort led the decline (-10.6%) followed by residents aged 35-44 (-1.9%). The increase in Harrison's graying population helped drive the median age up from 35.1 to 38.1 years. See Table 10, Age Distribution, 2000-2010, for additional detail.

TABLE 10. AGE DISTRIBUTION, 2000 – 2010.					
Age Group	**2000**	**Percent**	**2010**	**Percent**	**Percent Change**
Under 5	757	8.6%	817	6.6%	7.9%
5-14	1,774	20.2%	2,369	19.1%	33.5%
15-24	886	10.1%	1,693	14.0%	91.1%
25-34	950	10.9%	849	6.8%	-10.6%
35-44	2,015	22.9%	1,977	15.9%	-1.9%
45-54	1,206	13.7%	2,469	19.9%	104.7%
55-64	618	7.1%	1,202	9.7%	94.5%
65-74	294	3.3%	632	5.1%	115.0%
75+	288	3.3%	409	3.4%	42.0%
Total	***8,788***	***100.0%***	***12,417***	***100.0%***	***41.3%***
Median Age:	35.1		38.1		
Sources: 2000 and 2010 US Census					

Household Characteristics

A household is defined by the U.S. Census Bureau as those persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be related. As a subset of households, a family is identified as a group of persons including a householder and one or more persons related by blood,

marriage or adoption, all living in the same household. In 2010, there were 3,314 households in the Township, with an average of 3.15 persons per household and an average of 3.47 persons per family. Approximately 73% of the households are comprised of married couples with or without children. Approximately 15.9% of the Township's households are non-family households which include individuals living alone (13.3% of all households). See Table 11, Household Composition, 2010.

TABLE 11. HOUSEHOLD COMPOSITION, 2010		
Household Type	**Number of Households**	**Percent**
Family households	3,314	84.1%
Married-couple family	2,866	72.7%
With Children	1,697	43.0%
Male householder, no spouse present	135	3.4%
With Own Children Under 18	86	2.2%
Female householder, no spouse present	313	7.9%
With Own Children Under 18	183	4.6%
Nonfamily households	628	15.9%
Householder living alone	526	13.3%
Total Households	***3,942***	***100.0%***
Source: 2010 US Census		

INCOME CHARACTERISTICS

Households and families in Harrison have on average much higher incomes than in Gloucester County as a whole. Median income in 2013 in Harrison was $126,187 for households and $132,242 for families. Comparable figures for the County were $74,524 for households and $87,913 for families. Table 12, Household Income by Income Brackets, 2013, further illustrates these findings by noting the number of households in each of the income categories. The Township's poverty rates for individuals and families (3.2% and 2.4%, respectively) are less than half the rates of the County (8.1% and 5.8%, respectively). See Table 13, Individual and Family Poverty Rates, for the comparison.

TABLE 12. HOUSEHOLD INCOME BY INCOME BRACKETS, 2013.		
	Households	**Percent**
Less than $10,000	86	2.2%
$10,000-$14,999	41	1.1%
$15,000-$24,999	174	4.5%

TABLE 12. HOUSEHOLD INCOME BY INCOME BRACKETS, 2013.		
	Households	Percent
$25,000-$34,999	120	3.1%
$35,000-$49,000	139	3.6%
$50,000-$74,999	509	13.3%
$75,000-$99,999	438	11.5%
$100,000-$149,999	867	22.7%
$150,000-$199,999	706	18.5%
$200,000 +	745	19.5%
Total:	***3,825***	***100.0%***
Median Income:	*$126,187*	
Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)		

TABLE 13. INDIVIDUAL AND FAMILY POVERTY RATES, 2013		
Location	Individuals	Families
Harrison	3.2%	2.4%
Gloucester County	8.1%	5.8%
Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)		

EMPLOYMENT CHARACTERISTICS

Table 14, Distribution of Employment by Industry, Harrison Residents, 2013, shows the distribution of employment by industry for employed Harrison residents. The four industries to capture the largest segments of the population were the education, health and social services industry at 25.1%; retail trade at 14.9%; professional and related services at 14.4%; and finance, insurance, and real estate at 9.2%.

TABLE 14. DISTRIBUTION OF EMPLOYMENT BY INDUSTRY, HARRISON RESIDENTS, 2013.		
Sector Jobs	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining	61	1.0%
Construction	253	4.1%
Manufacturing	496	8.1%
Wholesale Trade	191	3.1%
Retail Trade	916	14.9%
Transportation, Warehousing, and Utilities	291	4.7%

TABLE 14. DISTRIBUTION OF EMPLOYMENT BY INDUSTRY, HARRISON RESIDENTS, 2013.		
Information	175	2.8%
Financing, Insurance, Real Estate, Renting, and Leasing	569	9.2%
Professional, Scientific, Management, Administrative, and Waste Management Services	884	14.4%
Educational, Health and Social Services	1,547	25.1%
Arts, Entertainment, Recreation, Accommodation and Food Services	469	7.6%
Other	113	1.8%
Public Administration	192	3.1%
Total:	***6,157***	***100.0%***
Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)		

Table 15, Employment by Occupation, Harrison Township, 2013, identifies the occupations of employed persons. While Harrison Township residents work in a variety of industries, 32.2% of employed residents work in management, professional, and related occupations, while sales and office occupations employ 23.3% of residents.

TABLE 15. EMPLOYMENT BY OCCUPATION, HARRISON TOWNSHIP, 2013.		
Sector Jobs	**Number**	**Percent**
Management, Business, Science, Arts	3,431	55.7%
Service	692	11.2%
Sales and Office	1,433	23.3%
Natural Resources, Construction, Maintenance	388	6.3%
Production, Transportation, Material Moving	213	3.5%
Total	***6,157***	***100.0%***
Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)		

Since 2010, the size of Harrison's labor force grew and workers have an easier time finding a job. The Township's unemployment rate fell from 11.5% in 2010 to 4.8% in 2015. In 2015, the labor force in Harrison Township consisted of 6,652 persons; the 2013 ACS indicates that in 2013 there were 9,283 residents ages 16 and older. Table 16, Change in Employment Since 2010, illustrates these trends.

TABLE 16: CHANGE IN EMPLOYMENT SINCE 2010				
Year	**Labor Force**	**Employment**	**Unemployment**	**Unemployment Rate (%)**
2010	5,917	5,234	683	11.5
2011	6,111	5,581	530	8.7
2012	6,614	6,061	553	8.4
2013	6,625	6,145	480	7.2

TABLE 16: CHANGE IN EMPLOYMENT SINCE 2010				
Year	Labor Force	Employment	Unemployment	Unemployment Rate (%)
2014	6,552	6,185	367	5.6
2015	6,652	6,333	319	4.8
Source: NJ Department of Labor and Workforce Development				

The number of jobs in Harrison is lower than the number of working age residents in the Township. The New Jersey Department of Labor tracks covered employment throughout the state. Covered employment data includes only those jobs for which unemployment compensation is paid. By definition it does not cover the self-employed, unpaid family workers, most part-time or temporary employees, and certain agricultural and in-home domestic workers. See Table 17, Covered Employment Estimates, for additional detail.

TABLE 17. COVERED EMPLOYMENT ESTIMATES		
Year	Harrison	Gloucester County
2014	3,416	99,214
2015	3,504	101,373
Source: New Jersey Department of Labor, Division of Planning and Research, Office of Demographic and Economic Analysis, NJ Covered Employment Trends.		

Local government and private sector education were the largest sectors of in-town occupations, with 719 and 484 jobs, respectively (local government education is included in the broader local government category). The second largest private sector field was retail with 470 jobs. Table 18, Covered Employment by Sector, provides additional employment information.

TABLE 18. COVERED EMPLOYMENT BY SECTOR, 2014							
	Employment					Wages	
	March	June	Sept.	Dec.	Average	Annual	Weekly
Private Sector Municipality Total	2,413	2,956	2,945	2,698	2,775	$33,446	$643
Agriculture	30	103	145	56	85	$26,446	$509
Utilities	.	.	.	.	.	.	.
Construction	.	.	.	.	.	.	.
Manufacturing	133	166	174	148	154	$46,109	$887
Wholesale Trade	30	66	64	56	50	$29,986	$577
Retail Trade	59	68	64	66	64	$39,421	$758
Transportation/Warehousing	437	470	492	476	465	$22,587	$434
Information	.	.	.	.	.	.	.
Finance/Insurance	.	.	.	.	.	.	.

TABLE 18. COVERED EMPLOYMENT BY SECTOR, 2014							
	Employment					Wages	
	March	June	Sept.	Dec.	Average	Annual	Weekly
Real Estate	.	.	.	.	.	.	.
Professional/Technical	23	24	23	23	23	$38,672	$744
Management	122	124	131	129	130	$50,491	$971
Admin/Waste Remediation	103	220	223	174	173	$33,784	$650
Education	.	.	.	.	.	.	.
Health/Social	467	463	497	529	485	$33,258	$640
Arts/Entertainment	.	.	.	.	.	.	.
Accommodations/Food	382	361	357	348	364	$15,054	$289
Other Services	165	170	179	184	173	$22,085	$425
Unclassified	30	48	28	31	32	$22,271	$428
Federal Government Municipality Total	29	25	26	27	27	$55,132	$1,060
Local Government Municipality Total	799	810	689	780	702	$50,843	$978
Local Government Education Total	725	733	614	705	626	$51,269	$986
Total Covered Employment	*3,241*	*3,791*	*3,660*	*3,505*	*3,503*	*$46,474*	*$894*
Source: New Jersey Department of Labor, Division of Planning and Research, Office of Demographic and Economic Analysis, NJ Covered Employment Trends.							

As Table 19, Journey to Work, 2009-2013 below shows, 85.4% of Harrison's employed residents drive to work alone. Workers across the County drive alone at nearly an identical rate (85.3%) which is higher than the statewide rate of 71.9%. The relatively high percent of residents driving to work alone is consistent with the low density land use pattern of the Township and minimal transit service.

TABLE 19. JOURNEY TO WORK, 2009-2013			
Mode	Harrison	Gloucester County	New Jersey
Drive Alone	85.4%	85.3%	71.9%
Carpool	5.0%	7.3%	8.4%
Transit	1.9%	2.1%	10.8%
Walk	3.4%	1.5%	3.1%
Other	0.1%	1.0%	1.9%
Work at Home	4.1%	2.6%	3.9%
Source: 2009-2013 American Community Survey: Selected Economic Characteristics (DP03)			

Approximately 17% of households in Harrison only have one vehicle and 2.3% have no vehicle. Not having a vehicle or having one vehicle with more than one adult in the

household in a suburban/rural context such as Harrison is typically an indicator of lower incomes and makes it extremely difficult for residents to reach jobs and community and commercial services. A significant portion of the one-car households likely comprise the 13% of Township residents who live alone. See Table 20, Available Vehicles by Household, 2009-2013.

TABLE 20. AVAILABLE VEHICLES BY HOUSEHOLD, 2009-2013		
Vehicles	**Count**	**Percent**
None	89	2.3%
One	634	16.6%
Two	1,891	49.4%
Three +	1,211	31.7%
Total	3,825	100.0%
Source: 2009-2013 American Community Survey: Selected Housing Characteristics (DP04)		

The most common commuting destination of employed residents is Philadelphia (12.6%), followed by residents commuting within Harrison (6.5%). As shown in Table 21, Top Ten Commuting Destinations for Harrison Residents below, the majority of the top commuting destinations for Township residents are in northern Gloucester County and Camden County. However, the majority of residents, 59.2%, commute to dispersed locations.

TABLE 21. TOP TEN COMMUTING DESTINATIONS FOR HARRISON RESIDENTS, 2013		
Destination	**Jobs**	**Percent**
Philadelphia, PA	737	12.6%
Harrison Township	382	6.5%
Cherry Hill	202	3.4%
Mantua	198	3.4%
Washington Twp. (Gloucester)	169	2.9%
Woodbury	148	2.5%
West Deptford	146	2.5%
Camden	141	2.4%
Mount Laurel	139	2.4%
Vineland	128	2.2%
All Other Locations	3,467	59.2%
Source: US Census and Center for Economic Studies. Longitudinal Employer-Household Dynamics, 2013		

POPULATION PROJECTIONS

The Delaware Valley Regional Planning Commission (DVRPC), the Metropolitan Planning Organization (MPO) that addresses Harrison as well as the remainder of Gloucester County, published population and employment projections for the year 2040. The DVRPC projects that the Township's population and employment will both increase by 64.3%, from 2010 to 2040. As Table 22, Population, Household, and Employment Projections, 2010 to 2040 shows, these rates are over twice as high as for the County as a whole.

TABLE 22. POPULATION, HOUSEHOLD, AND EMPLOYMENT PROJECTIONS, 2010 TO 2040

	Harrison			Gloucester County		
	2010	2040	% Change	2010	2040	% Change
Population	12,417	20,398	64.3%	288,288	376,117	30.5%
Employment	2,775	4,559	64.3%	116,151	146,614	26.2%

Sources: DVRPC Regional, County, and Municipal Population Forecasts, 2010-2040. ADR 18-A, March 2013; DVRPC Regional, County, and Municipal Employment Forecasts, 2010-2040. ADR 19, January 2013

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 for residential new construction in Harrison during the years 2000 through 2015 averaged approximately 103 units.

If this rate were to remain relatively constant, Harrison would see approximately 1,030 new dwellings by the year 2025. Factors such as economic cycles, zoning and physical obstacles to development may result in a lower or higher actual number. Table 23, Housing Projections, provides an estimate of anticipated residential growth based on the extrapolation of prior housing activity into the future.

TABLE 23. HOUSING PROJECTIONS TO 2025

Year	Building Permits Issued
2000	115
2001	252
2002	141
2003	201
2004	153
2005	211
2006	124

TABLE 23. HOUSING PROJECTIONS TO 2025	
Year	**Building Permits Issued**
2007	70
2008	57
2009	50
2010	43
2011	43
2012	65
2013	59
2014	51
2015	17
Average	103
Ten Year Projection	*1030 dwellings*
Source: NJDCA Construction Reporter, Building Permits, Yearly Summary Data, and Housing Units Authorized by Building Permits for New Construction	

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APPENDIX C

NEW POINT GROUP HOME DOCUMENTATION

Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey

Municipality: HARRISON TOWNSHIP County: GLOUCESTER

Sponsor: _____ Developer: _____

Block: 49 Lot: 1.01 Street Address 244 TOMLIN STATION ROAD

Facility Name: NCNPoint Behavioral Health Care

Type of Facility:

- ☐ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☑ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs)
- ☐ Congregate living arrangement
- ☐ Other – Please Specify: _____

Sources of funding committed to the project :

☐ Capital funding from State – Amount $_____
☐ Balanced Housing – Amount $_____
☐ HUD – Amount $_____
☐ Federal Home Loan Bank – Amount $_____
☐ Farmers Home Administration – Amount $_____
☐ Development fees – Amount $_____
☐ Bank financing – Amount $_____
☐ Other – Please specify: _____

☐ Please provide a pro forma for proposed projects

Total # of clients 5

Total # of low-income clients 5

Total # of moderate-income clients 0

Total # of market-income clients 0

# of total bedrooms 3

# of low-income bedrooms 3

# of moderate-income bedrooms 0

# of market-income bedrooms 0

Length of Controls: _____ years

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

Average Length of Stay: 24 months (transitional facilities only)

☐ CO Date: __/__/__

Indicate licensing agency:

☐ DDD ☑ DMHS ☐ DHSS ☐ DCA

Initial License Date: 01/1992

Current License Date: 5/27/09

The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? ✓ Yes ___ No

Age-restricted? ✓ Yes ___ No

Population Served (describe): Mentally Ill. clients discharged from STATE HOSPITAL

Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes ___ No

Affirmative Marketing Strategy (check all that apply):

- ❑ DDD/DMHS/DHSS waiting list
- ❑ Other (please specify): _____

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: _____ 7/28/08
Project Administrator Date

Certified by: _____ 8/14/08
Municipal Housing Liaison Date

License No. 90001H01034

APR. 29. 2016 8:56AM NEWPO NO. 770 P. 2

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

NewPoint Behavioral Health Care, Inc.

404 Tatum Street
Woodbury, NJ 08096

In accordance with Department of Human Services regulations, NJAC 10:37A, is hereby licensed to operate

Group Home - Adult Mental Health

for up to 5 Residents

at

244 Tomlin Station Road
Mullica Hill, NJ 08085

This License is effective from 1/15/2015 to 1/14/2017

Jennifer Velez, Commissioner
Department of Human Services

Construction Office
114 Bridgeton Pike
Mullica Hill NJ 08062
(856)478-6522

CERTIFICATE

0808 - HARRISON TWP

Date Issued: 07/12/1993
Permit # 93-084
Certificate: 93-084.1

IDENTIFICATION

Block 49 Lot 1.01 Qualifier

Work Site Location 244 TOMLIN STATION RD
HARRISON TWP, NJ 08062

Owner in Fee COMMUNITY MENTAL HEALTH CTR.
Address
,

Telephone
Contractor HOMEOWNER
Address

Telephone FAX
Lic No/Bldrs Reg No. Fed. Emp. No.

Home Imprv. Reg No. / Exempt
Reason -

Home Warranty No.
Type of Warranty Plan [ ] State [ ] Private
Use Group B/R-3
Maximum Live Load
Construction Class
Max. Occupancy Load
Description of Work/Use

☐ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☒ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of the inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be

☐ **CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[ ] Total removal of lead-based paint hazards in scope of work
[ ] Partial or limited time period (years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

_____ .

Fee $0.00
Paid [$0.00]
Collected by:

Check No.

CONSTRUCTION OFFICIAL

PermitsNJ

PNJF260 rev. (5/2013)
Printed On: 02/17/2016 15:33

Construction Office
114 Bridgeton Pike
Mullica Hill NJ 08062
(856)478-6522

CERTIFICATE

0808 - HARRISON TWP

Date Issued: 10/04/1993
Permit # 93-210
Certificate: 93-210.1

IDENTIFICATION

Block 49 Lot 1.01 Qualifier
Work Site Location 244 TOMLIN STATION RD
HARRISON TWP, NJ 08062

Owner in Fee COMMUNITY MENTAL HEALTH CTR.
Address
,

Telephone
Contractor HOMEOWNER
Address

Telephone FAX
Lic No/Bldrs Reg No. Fed. Emp. No.

Home Imprv. Reg No. / Exempt
Reason -

Home Warranty No.
Type of Warranty Plan [ ] State [ ] Private
Use Group B/R-3
Maximum Live Load
Construction Class
Max. Occupancy Load
Description of Work/Use

☐ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☒ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of the inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be

☐ **CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[ ] Total removal of lead-based paint hazards in scope of work
[ ] Partial or limited time period (years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

_____ .

Fee $0.00
Paid [$0.00] Check No.
Collected by:

CONSTRUCTION OFFICIAL

PermitsNJ

PNJF260 rev. (5/2013)
Printed On: 02/17/2016 15:33

Construction Office
114 Bridgeton Pike
Mullica Hill NJ 08062
(856)478-6522

CERTIFICATE

0808 - HARRISON TWP

Date Issued: 12/31/2007
Permit # 07-00571
Certificate: 0700571.1

IDENTIFICATION

Block 49 Lot 1.01 Qualifier

Work Site Location 244 TOMLIN STATION RD
HARRISON TWP, NJ 08062

Owner in Fee COMMUNITY MENTAL HEALTH CTR
Address 404 TATUM STREET
WOODBURY, NJ 08096

Telephone (856) 848-8054
Contractor KELLY ELECTRICAL CONTRACTORS
Address 122 PRINCETON AVE
WOODBURY, NJ 08096

Telephone (856) 853-0800 FAX (856) 853-7560
Lic No/Bldrs Reg No. Fed. Emp. No. 223277941

Home Warranty No.
Type of Warranty Plan [ ] State [ ] Private
Use Group I/B
Maximum Live Load 0
Construction Class
Max. Occupancy Load 0
Description of Work/Use
LIGHT POLES

Home Imprv. Reg No. / Exempt
Reason -

☐ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☒ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of the inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be

☐ **CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[ ] Total removal of lead-based paint hazards in scope of work
[ ] Partial or limited time period (0 years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

_____ .

Fee $0.00
Paid [$0.00] Check No.
Collected by:

CONSTRUCTION OFFICIAL

Construction Office
114 Bridgeton Pike
Mullica Hill NJ 08062
(856)478-6522

CERTIFICATE

0808 - HARRISON TWP

Date Issued: 02/06/2009
Permit # 08-00083
Certificate: 0800083.1

IDENTIFICATION

Block 49 Lot 1.01 Qualifier

Work Site Location 244 TOMLIN STATION RD
HARRISON TWP, NJ 08062

Owner in Fee COMMUNITY MENTAL HEALTH CTR
Address 404 TATUM STREET
WOODBURY, NJ 08096

Telephone (856) 848-8054
Contractor ALL SHORE INC
Address 440 N. ELMWOOD RD
MARLTON, NJ 08053

Telephone (856) 596-5000 FAX (856) 596-5009
Lic No/Bldrs Reg No. Fed. Emp. No.

Home Imprv. Reg No. / Exempt
Reason -

Home Warranty No.
Type of Warranty Plan [ ] State [ ] Private
Use Group I/R-5
Maximum Live Load 0
Construction Class
Max. Occupancy Load 0
Description of Work/Use
GAS TO GAS REPLACEMENT

☐ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☒ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of the inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be

☐ **CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[ ] Total removal of lead-based paint hazards in scope of work
[ ] Partial or limited time period (0 years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

_____ .

Fee $0.00
Paid [$0.00] Check No.
Collected by:

CONSTRUCTION OFFICIAL

APPENDIX D

WALNUT GLEN / SPRING MILL DOCUMENTATION

RESOLUTION NO. 56 - 2001
RESOLUTION APPROVING THE AMENDED PRELIMINARY APPLICATION AND FINAL MAJOR SUBDIVISION FOR SPRING MILL, P/O BLOCK 57, LOT 22.03 IN THE TOWNSHIP OF HARRISON, COUNTY OF GLOUCESTER AND STATE OF NEW JERSEY

WHEREAS, Spring Mill represents a Major Subdivision application before the Planning Board of the Township of Harrison, as it relates to the Walnut Glen Settlement with Council on Affordable Housing. The original tract now consists of three (3) separate parcels; Walnut Glen, consisting of 100 units - now completely built, Spicer Estates, a Senior project now currently under construction, and Spring Mill, representing the obligation in accordance with the Council on Affordable Housing settlement heretofore reached, and represents 93 rental units, and one management occupied unit for a total of 94 units.

1. The initial plans were dated January 1999 and revised to 5/31/01 and 6/19/01, prepared signed and sealed by Ronald N. Curcio, P.E. of Adams, Rehmann & Heggan Associates, now or formerly of Hammonton, New Jersey.

2. An environmental summary has also been filed and prepared by Adams, Rehmann & Heggan Associates.

3. Architectural plans outlining the buildings to be constructed at the site were likewise filed and prepared by Kitchen & Associates of Collingswood, New Jersey.

4. The original application was filed by Gilman Associates, now or formerly Wilmington, Delaware, and has been assumed by the Ingermann Group.

5. The owner has been referred to in the approval process as Tunlaw, Inc., now or formerly of Pitman, New Jersey.

6. The entire tract proposed to be developed consists of 94 rental units [less one that will be manager occupied] consists of an acre parcel of 14.55 acres.

7. [The original site consisted of 101.4 acres, which site is broken down as set forth in this Resolution.]

8. The current zoning is an R-4 Special Residential District, which has been interpreted to include rental residential units.

9. This application is treated as part of the 101.4 acre site so that in accordance with area and bulk requirements our conformance has been satisfied.

10. This Board having reviewed the reports of Remington and Vernick dated June 13, 2001, and amended to June 21, 2001, deemed the application sufficiently complete to warrant proceeding with the hearing.

11. The Board's attention has been directed by the applicant as to tract frontage on arterial street [with 300 feet required and 0 feet frontage for which a variance is sought and "granted".] This tract is part of an overall settlement with The Council on Affordable Housing and, therefore, requires a reasonable standard to be applied because of the unique situation of the site which justifies the approval of the variance sought.

12. Building coverage is deemed to be adequate [twenty-five (25%) per cent required, twenty-five (25%) per cent proposed.]

13. The impervious coverage issue has likewise been resolved.

14. Open space ratio issue is resolved with a waiver which, based upon a careful review of the site, and surrounding sites, of which this tract is a part, and nearby location of park areas, this Board grants a waiver as to the open space ratio.

15. Setbacks either equal or exceed those required by Ordinance. [This Board notes that the variances sought heretofore have already been noted as granted but are reflected herein in this amended preliminary and amended final approval Resolution.]

16. Side property line tract variance is likewise granted or has been granted as the result of the unique layout of the property. The rear property line tract, where 20 feet is required, is likewise waived.

17. This Board notes that preliminary was first granted on this application in the year 1999 with changes made in February 2000 and now the final changes made in the final amendment for which approval is both sought and granted modifying the previous approvals from eight buildings for a total of ten buildings with an apartment mix as set forth hereafter.

18. Reviews of residential standards apply the "New Jersey Residential Site Improvement Standards, N.J.A.C. 5:21".

19. This Board acknowledges that the application provides and this Board approves, that all roadways within the Subdivision area are to be maintained by the apartment owners and not the Township of Harrison.

20. Internal roadway throughout the development consists of a 24 foot cartway.

21. Applicant, as part of the approval process proposes to curb Howey Drive.

22. Sidewalks will be constructed on one side pursuant to N.J.A.C. 5:21 et seq.

23. Applicant will likewise install such street signage as may be required.

24. The street construction is in accordance with Township standards.

25. The streets and curbs throughout the site will conform to RSIS.

26. Parking calculations indicate a requirement of 190 spaces and there is now provision for a total 209 spaces. [Including administration space area].

27. Based on recommendations by Remington & Vernick Engineers, sight triangles shall be measured at 30 feet along the right-of-way lines, and must be shown on the drawings.

28. The location of the sidewalk conforms with the standards established by both the RSIS and Harrison Township.

28. As to storm water collection and conveyance system, applicant agrees to amend the plans to provide a double inlet instead of a single inlet where the flow exceeds three CFS [area inlets numbers 2, 6a, 7 and 14]. Applicant and Board agree that an existing wetlands draining through an opening in a manhole near Howey Drive will be reviewed at the time of construction and addressed in accordance with whatever requirements of Remington & Vernick, the Township engineers, may require.

30. Two wetland mitigation areas connected in accordance with the plan are likewise approved. This Board has no actual jurisdiction as it is totally within the realm of N.J.D.E.P. Permits, however, have been supplied to the Board with reference to this issue.

31. The size, configuration and location of the storm water detention basin is approved as well as the design and calculations. Maintenance issues, however, as to the base of the detention basin will be reviewed and alternate planning plans shall be filed.

32. This Board pursuant to Ordinance requires that a six foot high chain link fence be constructed around the detention basin perimeter so long as the basin depths exceed twelve inches. Applicant agrees to construct such fence. Applicant further agrees to revise the maintenance schedule and post construction restoration as to the basin subject to approval by Remington & Vernick.

33. Grading at the site is approved and is recommended based upon the review by Remington & Vernick.

34. This Board notes that all utilities are required to be constructed underground and conformance is noted.

35. Fire hydrants are installed as per requirements of the Township and the Fire Commissioners of the Township of Harrison.

36. As to planting design, applicant agrees that additional landscaping will be provided in the area of the access land and parking areas in the Southwest direction of the site [between ten and fifty feet of the property line].

37. Applicant also agrees to disclose and modify where necessary the seed mix for planting in the proposed detention basin.

38. Applicant agrees to comply to the landscape buffer requirements pursuant to Sections 516.3.3 et seq.

39. Tree planting for landscaping will be planted at a minimum of ten feet, which may require revision of the plan.

40. Lighting on the exterior of the buildings will be done by "porch lights" with one light per entry [a total, therefore, of ~~9~~4 lights]. Other lighting is approved based upon the submission of documents to the Harrison Township Planning Board.

41. In the event there are unusual subgrade conditions, modifications may be required to be made which will be based upon field determination. For purposes of this approval the road base thickness will be three inches in the main road.

42. The playground area, which is designed for internal use, appears to be of an acceptable design for the purpose for which it is intended. Signs, however, shall be installed reflecting the age range of children who are invited to use such facility. The plans will be revised to reflect such conformance.

43. Applicant agrees to include benches and trash receptacles in the playground layout and a detail will be provided in the amendment to plans relating to the playground.

44. The trash rack details showing a sidewall, which are not reflected on the outfall structure detail, will be amended and included in the plan.

45. The issue of recycling and areas designated for that purpose have not been resolved at this time. Solid waste will be resolved with the solid waste coordinator for the Township prior to the issuance of building permits [both the Board and applicant agree to this condition.]

46. The applicant agrees to erect and place on site the appropriate signs with cooperation with the Township of Harrison.

47. Applicant notes that an area set aside on the plan for public use and service and testimony reflects that "public use" will only be for those residents and invitees of residents of the Spring Mill facility and not open to the public at large.

48. The administration area will be open 9:00 AM to 5:00 PM Monday through Friday and, in addition, on Saturdays as may be required. At some time in the future after the project has been fully rented and is operational, the Saturday hours may be deleted.

49. The issue relating to mailboxes will be resolved between applicant and the United States Post Office as to whether or not resident's mailboxes will be grouped and located centrally or located in separate areas. In any event all mailboxes will be placed "on the site".

50. Part of the Administration Building will be used by a latchkey program which is the licensed provider of care for young children.

51. In addition to other facilities being offered the plans reflect a community room which will be used by the residents and their invitees and staff of the facility and to be managed by Spring Mill. A public room, approximately 23 x 30 feet in size, and will be opened for use by residents and invitees.

52. Plans will be amended to reflect a site variance approved which plans will show a buffer line.

53. Applicant agrees to provide additional landscape directly west of Building 8.

54. Equipment to be utilized in the playground area has not necessarily been finalized. Applicant agrees to exchange information with the Harrison Township Recreation Commission for purposes of developing its recreation plan internally at Spring Mill.

55. Applicant agrees to construct a five foot chain link fence around the playground area and will show on revised plans. The proposed playground equipment will be disclosed to the Harrison Township Recreation Commission for purposes of obtaining comment and response based upon needs within the confines of this development project [residents and their invitees] and not the general public.

56. Applicants have demonstrated and left as exhibits, elevations of the buildings, including the administration building.

57. Applicant agrees that a management person will live on the site, whether that be a person who is an official manager or a maintenance person.

58. Any approval herein is subject to the submission by applicant and the approval by Remington & Vernick on behalf of the Township as to bonding issues, including but not limited to the submission by applicant of bonding.

59. Subject to such other agencies over which this Planning Board has no jurisdiction and or control including State of New Jersey, Department of Environmental Protection, Gloucester County Soil Conservation, the Department of Community Affairs,

if applicable, and all other agencies which may have jurisdiction over certain issues relating to this application.

60. Report of Remington & Vernick is appended hereto and made a part hereof dated as follows:

(a) June 13, 2001
(b) June 21, 2001

NOW THEREFORE BE IT RESOLVED AS FOLLOWS: That the Harrison Township Planning Board having met and considered the application, hereby approves the Amended Preliminary and Final Major Subdivision, subject to all requirements of the Findings of Facts hereinbefore listed, Remington & Vernick Reports dated June 13, 2001 and June 21, 2001, and the submission of Bonding documents.

HARRISON TOWNSHIP PLANNING BOARD

Santo J. Maccherone, Chairman

ATTEST:

Carole M. Rieck

Carole M. Rieck, Secretary

(S E A L)

Attachments: Remington & Vernick Reports dated June 13, 2001 and June 21, 2001

CERTIFICATION

I hereby certify the above to be a true copy of a Resolution as **Adopted** and **Memorialized** by the Planning Board of the Township of Harrison, County of Gloucester, at a meeting held on the 5th day of July, 2001, in the Municipal Building at 114 Bridgeton Pike, Mullica Hill, New Jersey.

Carole M. Rieck

Carole M. Rieck
Planning Board Secretary

#34SpringMillRes6.28.01 JEC

RESOLUTION NO. 177-2001

of the Township of Harrison
In the County of Gloucester

RESOLUTION

RESOLUTION AUTHORIZING EXECUTION OF PILOT AGREEMENT
REGARDING SPRING MILL

WHEREAS, an agreement for payment in lieu of taxes has been proposed between Spring Mill Ingerman Associates, L.L.C., and the Township of Harrison, relating to affordable housing in a development known as Spring Mill; and

WHEREAS, Jeffrey R. Surenian, Esquire, special counsel for the Township of Harrison has been engaged by the Harrison Township Committee to negotiate and approve the form of said agreement, a proposed draft of which is attached hereto and marked Exhibit A; and

WHEREAS, the Township Committee desires to execute the said agreement in a form as may be hereafter modified by said special counsel;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Harrison, in the County of Gloucester and State of New Jersey, as follows:

RESOLVED, that the Mayor and Clerk of the Township of Harrison are hereby authorized and directed to execute a form of agreement for payment in lieu of taxes between Spring Mill Ingerman Associates, L.L.C., Cherry Hill, New Jersey, and the Township of Harrison upon settlement and approval of the form of same by Jeffrey R. Surenian, Esquire, special counsel for the Township of Harrison, which approval shall be evidenced by a letter from Mr. Surenian to the Clerk of the Township of Harrison.

TOWNSHIP OF HARRISON

ATTEST:

BY: Charles J. Visalli, Mayor

Leona D. Ballinger, Clerk

SEAL:

CERTIFICATION

The undersigned, being duly appointed Clerk of the Township of Harrison, in the County of Gloucester and State of New Jersey, does hereby certify the above resolution to be a true copy of a resolution lawfully adopted by the governing body of said municipality on the date therein set forth.

Dated: October 15, 2001

Leona D. Ballinger

Leona D. Ballinger, Clerk

Harrison Township B7809(09) R2

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this 1st day of November, 2001, between (a) Spring Mill Ingerman Associates, L.L.C., a limited liability company, of the State of New Jersey, and an assignee of all rights and responsibilities of Ingerman Affordable Housing, Inc., having its principal office at 725 Cuthbert Blvd., Cherry Hill, NJ 08002 (hereinafter the "Sponsor") and (b) the Township of Harrison, a municipal corporation in the County of Gloucester and State of New Jersey (hereinafter the "Municipality").

WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutual covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (hereinafter "HMFA Law") and a Resolution of the Council of the Municipality dated October 15, 2001, (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on that parcel of land designated as Block 57, Lot 22.03 as shown on the Official Assessment Map of the Township of Harrison, and more commonly referred to as Mullica Hill, New Jersey.

3. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, shall be 30 years from the date of permanent financing.

4. (a) The Project is receiving permanent financing only from the Agency. Therefore, in accordance with NJHMFA requirements, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.

(b) As used herein, "Project Revenues" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, if any.

(c) The amount of payment in lieu of taxes to be paid pursuant to paragraph (a) and (b) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the

OTAL INCOME		$621,234	$638,871	$656,887	$676,139	$696,264	$720,181	$741,786	$764,040	$788,041	$810,570	$834,867	$859,934	$885,731	$912,304	$939,672
XPENSES:	ANNUAL/UNIT															
ROJECT PAID UTILITIES	$612	$67,500	$69,800	$82,192	$84,654	$87,267	$88,918	$72,758	$75,668	$78,693	$81,840	$85,114	$88,518	$92,059	$95,742	$99,571
AINTENANCE AND REPAIRS	$255	$24,000	$24,960	$25,958	$26,997	$28,077	$29,200	$30,364	$31,582	$32,848	$34,159	$35,526	$36,947	$38,425	$39,962	$41,560
ALARIES AND FRINGE	$1,112	$104,525	$109,746	$113,054	$117,576	$122,279	$127,171	$132,257	$137,548	$143,050	$148,772	$154,723	$160,911	$167,348	$174,042	$181,003
DMINISTRATIVE EXPENSES	$378	$25,575	$26,599	$28,479	$40,918	$41,819	$43,234	$45,015	$46,816	$48,688	$50,636	$52,661	$54,768	$56,959	$59,237	$61,606
AINTENANCE CONTRACTS	$476	$44,987	$46,788	$48,658	$50,602	$52,605	$54,769	$56,894	$59,174	$61,540	$64,002	$66,562	$69,229	$71,994	$74,879	$77,868
ANAGEMENT FEE	$357	$37,274	$38,765	$40,316	$41,928	$43,605	$45,360	$47,184	$49,080	$51,012	$53,053	$55,175	$57,382	$59,677	$62,061	$64,547
EAL ESTATE TAXES	$345	$32,470	$33,769	$35,129	$36,624	$37,985	$39,505	$41,085	$42,725	$44,437	$46,215	$48,064	$49,988	$51,986	$54,065	$56,228
NSURANCE	$170	$18,000	$18,840	$17,306	$17,556	$18,718	$19,466	$20,245	$21,055	$21,897	$22,773	$23,684	$24,631	$25,617	$26,641	$27,707
EPLACEMENT RESERVE	$350	$32,900	$32,900	$32,900	$32,900	$32,900	$32,900	$32,900	$32,900	$32,900	$32,900	$32,900	$32,900	$32,900	$32,900	$32,900
HTC MONITORING FEE	$0		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
THER - AHMS	$0		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
THER	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
THER	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTAL EXPENSES	$4,096	$465,212	$399,365	$413,961	$429,203	$445,055	$461,541	$478,697	$496,549	$515,063	$534,350	$554,408	$575,268	$596,963	$619,525	$642,990
EXPENSES PER UNIT		$4,096	$4,219	$4,404	$4,568	$4,735	$4,910	$5,092	$5,282	$5,479	$5,686	$5,898	$6,129	$6,351	$6,591	$6,840
NET OPERATING INCOME		$236,022	$249,507	$245,107	$249,936	$254,149	$258,639	$263,089	$267,521	$271,897	$276,220	$280,479	$284,666	$288,768	$292,779	$296,682
DEBT SERVICE		$161,125	$161,125	$161,125	$161,125	$161,125	$161,125	$161,125	$161,125	$161,125	$161,125	$161,125	$161,125	$161,125	$161,125	$161,125
DEBT COVER RATIO		1.44	1.49	1.52	1.55	1.58	1.61	1.63	1.66	1.69	1.71	1.74	1.77	1.79	1.82	1.84
NET PROJECT INCOME		$74,897	$79,412	$83,982	$88,511	$93,025	$97,514	$101,974	$106,396	$110,773	$115,095	$119,354	$123,541	$127,644	$131,653	$135,557
ACCUMULATED PROJECT INCOME		$74,897	$154,309	$238,291	$326,803	$419,827	$517,342	$619,316	$725,712	$836,485	$951,580	$1,070,934	$1,194,475	$1,322,119	$1,453,772	$1,589,329

EXHIBIT A

R- 181-2001

RESOLUTION NO. 181-2001

A RESOLUTION OF THE TOWNSHIP OF HARRISON TO APPLY FOR AND ACCEPT NEIGHBORHOOD PRESERVATION BALANCED HOUSING FUNDS

WHEREAS, the Township of Harrison desires to apply for and obtain a grant from the New Jersey Department of Community Affairs, Neighborhood Preservation Balanced Housing Program for an amount not to exceed the maximum amount allowed in accordance with N.J.A.C. 5:43 for the purpose of constructing affordable housing in the Spring Mill project;

NOW, THEREFORE, BE IT RESOLVED, that the Township of Harrison does hereby authorize the application for and execution of a contract for the receipt of such a grant from the New Jersey Department of Community Affairs and does further, upon the execution of such a contract, authorize the expenditure of such funds pursuant to the terms of said contract between the Township of Harrison and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED that the persons whose names, titles and signatures appear below are authorized to sign the application and that they or their successors in said titles are authorized to sign the contract and any other documents necessary in connection therewith:

SIGNED Charles Visalli — CHARLES J. VISALLI — Mayor (Title)

SIGNED Leona D. Ballinger — LEONA D. BALLINGER — Township Clerk (Title)

BE IT FURTHER RESOLVED that a certified copy of the within Resolution be forwarded by the Township Clerk to:

1. Mayor and Committee Members
2. Township Engineer
3. Township Attorney
4. Township Planner
5. Jeffrey R. Surenian, Esq.

TOWNSHIP OF HARRISON

Charles Visalli
BY: Charles J. Visalli, Mayor

ATTEST:

Leona D. Ballinger
Leona D. Ballinger, Clerk

CERTIFICATION

I, Leona D. Ballinger, hereby certify that:

1. I am the Municipal Clerk for the Township of Harrison, in the County of Gloucester; and

2. The foregoing Resolution was duly adopted by the Township Committee, of the Township of Harrison, in the County of Gloucester, at a meeting held on November 1, 2001 in the Harrison Township Municipal Building, Mullica Hill, New Jersey.

Leona D. Ballinger

Leona D. Ballinger, RMC
Municipal Clerk of the Township of Harrison

(TOWNSHIP SEAL)

GRANT/LOAN AGREEMENT

BETWEEN THE

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS

AND

Township of Harrison

GRANT/LOAN AGREEMENT NUMBER: 02-1262-00

PROGRAM NAME: Balanced Housing Neighborhood Preservation

A grant/loan contractual agreement with the New Jersey Department of Community Affairs is composed of two major parts: the General Terms and Conditions for Administering a Grant/Loan and the individual Grant/Loan Agreement document which includes the cover page, the signature page, the Agreement Data Sheet and the following four sections:

A. Specific Terms and Conditions;

B. Agreement Budget;

C. Scope of Services; and

D. Program Provisions.

By signature on this Grant/Loan Agreement, the above-named Recipient agrees to the specific provisions stated in the four sections of this Grant/Loan Agreement. In addition, the Recipient agrees to comply with all provisions of the State of New Jersey, Department of Community Affairs, General Terms and Conditions for Administering a Grant/Loan - Issue Date: February,1998. The General Terms and Conditions for Administering a Grant/Loan are incorporated in this Grant/Loan Agreement by reference. The Recipient hereby acknowledges receipt of the General Terms and Conditions for Administering a Grant/Loan document or understands that a copy of the General Terms and Conditions for Administering a Grant/Loan may be obtained upon request to the Division funding this grant and/or loan.

RECIPIENT AND DEPARTMENT AUTHORIZED SIGNATURES

The Recipient named below agrees to perform the services as described in the Scope of Services, Section C. of this Grant/Loan Agreement. The provisions of this Grant/Loan Agreement, as well as the provisions of the General Terms and Conditions for Administering a Grant/Loan, incorporated into this agreement by reference, including any subsequent amendments, shall constitute the terms and conditions of the agreement between the New Jersey Department of Community Affairs and the Recipient.

If this Grant/Loan Agreement including the General Terms and Conditions for Administering a Grant/Loan correctly states the Recipient's understanding of the terms and conditions of this award from the New Jersey Department of Community Affairs, please indicate concurrence with these terms and conditions by having the appropriate officer sign as ACCEPTED AND AGREED below and return it to the Department.

FOR RECIPIENT USE ONLY:

ACCEPTED AND AGREED TO FOR RECIPIENT:

BY: _____ DATE: November 1, 2001

The Honorable Charles J. Visalli
Mayor
Township of Harrison

CERTIFICATION:

I certify that the above signature is that of the person authorized to execute this Agreement on behalf of the Recipient.

BY: _____ DATE: November 1, 2001

GOVERNMENTAL CLERK/SECRETARY TO THE BOARD
Leona D. Ballinger, Municipal Clerk

FOR STATE DEPARTMENT USE ONLY:

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS COUNTERSIGNED:

BY: _____ DATE: _____

Keith A. Jones, Director
Division of Housing and Community Resources

DEPARTMENT GRANT/LOAN APPROVAL OFFICER CERTIFICATION:

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

BY: _____ DATE: _____

DEPARTMENT GRANT/LOAN APPROVAL OFFICER

*APPROVED FOR FORM:**

BY: _____ DATE: _____

DEPUTY ATTORNEY GENERAL

*THIS AGREEMENT WILL BE EXECUTED CONTINGENT UPON THE APPROVAL OF THE DEPUTY ATTORNEY GENERAL AS TO LEGAL FORM.

GRANT/LOAN AGREEMENT NUMBER: 02-1262-00

AGREEMENT DATA SHEET

(X) GRANT ( ) LOAN

RECIPIENT INFORMATION

AGENCY NAME:	**Township of Harrison**
ADDRESS:	**114 Bridgeton Pike** **Mullica Hill, New Jersey 08062** L.J.B.
CHIEF FINANCIAL OFFICER:	~~Diane Schulke~~ Robert E. Scharle' Mary Jane Lake, Municipal Treasurer
VENDOR ID #	**V-216000704-99**
TELEPHONE NUMBER:	**856-478-4111** -Leona D. Ballinger 856-223-9054
CHARITIES REGISTRATION #: (Nonprofit Agencies Only)	**EX00-00000**

STATE INFORMATION

DEPARTMENT:	**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**
DIVISION:	**Division of Housing and Community Resources**
ADDRESS:	**101 South Broad Street** **Post Office Box 806** **Trenton, New Jersey 08625-0806**
CONTACT PERSON:	**William G. Rainwater**
TELEPHONE NUMBER:	**609-633-6285**

FUNDING AMOUNT AND SOURCE OF FUNDS

	GRANT/LOAN AMOUNT	FEDERAL CFDA #(S)
STATE	$ 2,600,000.00	
FEDERAL	$ .00	
SUBTOTAL	**$ 2,600,000.00**	
OTHER	$ 8,174,097.00	
TOTAL	**$ 10,774,097.00**	

NJCFS ACCOUNT NUMBER(S)

ACCOUNT #1: **02-100-022-8020-101-F352-6120**
ACCOUNT #2:
ACCOUNT #3:
ACCOUNT #4:

GRANT/LOAN AWARD PERIOD

GRANT/LOAN AWARD PERIOD: **09/01/2001** THROUGH: **08/31/2004**
LENGTH OF AWARD PERIOD: **3 years**
LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: **12/01/2004**

PURPOSE OF GRANT/LOAN

This award will provide funding **to Spring Mill Apartments, a 94 unit rental project for families.**

A. SPECIFIC TERMS AND CONDITIONS

By virtue of the execution of the Grant/Loan Agreement, the Recipient agrees that all of the terms and conditions set forth in the General Terms and Conditions for Administering a Grant/Loan are incorporated herein. The specific Grant/Loan Agreement provisions are detailed as follows:

1. BONDING AND INSURANCE

Fidelity Bonding:

(X) Fidelity Bonding with the limit of liability of at least $50,000.00 shall be maintained by the Recipient until all financial transactions under this Grant/Loan Agreement are completed.

( ) No Fidelity Bonding shall be required.

Insurance(s):

The Department must be provided with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after 30 days written notice to the New Jersey Department of Community Affairs.

( ) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the State of New Jersey as a named insured. Limits of liability shall not be less than $1 million per occurrence for bodily injury liability and property damage liability.

( ) Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of $1 million per occurrence for bodily injury liability and property damage liability.

( ) Workers' Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than $100,000.

( ) Additional Insurance Coverage(s) required:

(X) No Additional Insurance shall be required.

2. METHOD OF PAYMENT

Advance Payment

( ) An Advancement of Funds in the amount of $.00 shall be made.
(X) No Advancement of Funds shall be made.

Payment Type

Payments shall be made as indicated below:

( ) Reimbursement payments based on the actual rate of disbursement shall be made .
( ) Fixed payments of $.00 shall be made .
( ) A Lump Sum payment upon execution of the agreement.
( ) A Lump Sum payment at the end of the award period.
(X) Other: See Section C

Final Payment Withheld

( ) Final payment of $.00 shall be withheld pending receipt of final reports.
( ) No Final payment shall be withheld.
(X) Other: See Section C

3. BUDGET VARIANCE FLEXIBILITY

Budget category and/or budget line item variance flexibility, if any, shall be permitted without requiring a formal amendment to the Grant/Loan Agreement as indicated below:

( ) percent Budget Flexibility between/among Major Budget Categories.
( ) percent Budget Flexibility between/among Budget Line Items.
( ) No Budget Flexibility between/among Personnel, Consultants, or Equipment Major Budget Categories.
(X) No Budget Flexibility.
( ) Other:

4. PROJECT INCOME

Project income, if any, shall be:

( ) Added to project funds to further eligible program objectives; or
( ) Deducted from Recipient's payment request for allowable costs; or
( ) Used for the cost-sharing or matching requirement; or
( ) Returned to the Department.
(X) Not Applicable.

5. FINANCIAL AND PERFORMANCE REPORTING

Financial Reports - A Fiscal Monitoring Report comparing the Recipient's actual expenditures of the project with the approved Budget included in this Grant/Loan Agreement shall be submitted with each request for payment, except for advance funding, if any. The Fiscal Monitoring Report shall be certified by the Recipient's Chief Financial Officer and submitted to the Department with the State voucher requesting payment.

Performance Reports - A Performance report(s) indicating the progress of the project shall be submitted:

( ) Monthly
( ) Quarterly
( ) Annually
(X) Other: See Section C

Final Report - A final report shall be submitted to the Department no later than 60 days after completion of the grant/loan award period or termination of this Grant/Loan Agreement. Extensions to reporting due dates may be granted upon written request to the Department.

6. AUDIT REQUIREMENTS

(X) Audit Required.
( ) Audit Not Required. Recipient must submit to the Department supporting documentation for all grant/loan expenditures.

Audit Costs - The pro rata share of the cost of any required single audit or the cost of a program-specific audit, financial statement audit, or other limited scope audit shall be paid from funds:

( ) Provided for by this Grant/Loan Agreement.
(X) Provided by the Recipient from other funding sources.
( ) Not Applicable.

Additional Schedules - Additional schedules may be requested by the Department, if funding is made available to pay for such additional schedules.

( ) Additional Supplemental Schedules required as listed below:

(X) No Additional Supplemental Schedules required.

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
BALANCED HOUSING NEIGHBORHOOD PRESERVATION

RECIPIENT: Township of Harrison

AGREEMENT NUMBER: 02-1262-00

APPROVED BUDGET - SECTION B

AWARD PERIOD: 09/01/2001 TO 08/31/2004

SECTION LEVEL - LINE	DESCRIPTIONS	STATE AWARD	FEDERAL AWARD	TOTAL AWARD	OTHER FUNDS	TOTAL FUNDS	% OF TOTAL SALARY COST
02	PROGRAMMATIC						
700	OTHER COSTS						
001	SITE/BUILDING ACQUISITION	$ 0.00	$ 0.00	$ 0.00	$ 517,000.00	$ 517,000.00	
002	CONSTRUCTION	$ 2,293,000.00	$ 0.00	$ 2,293,000.00	$ 5,265,468.00	$ 7,558,468.00	
003	CONSTRUCTION CONTINGENCY	$ 260,000.00	$ 0.00	$ 260,000.00	$ 76,000.00	$ 336,000.00	
004	PROFESSIONAL FEES	$ 0.00	$ 0.00	$ 0.00	$ 375,945.00	$ 375,945.00	
005	FINANCING AND RELATED CHARGES	$ 0.00	$ 0.00	$ 0.00	$ 520,900.00	$ 520,900.00	
006	HOUSING AFFORDABILITY SERVICE	$ 47,000.00	$ 0.00	$ 47,000.00	$ 0.00	$ 47,000.00	
007	WORKING CAPITAL RESERVE	$ 0.00	$ 0.00	$ 0.00	$ 740,841.00	$ 740,841.00	
008	DEVELOPER FEE AND OVERHEAD	$ 0.00	$ 0.00	$ 0.00	$ 677,943.00	$ 677,943.00	
	CATEGORY TOTAL	$ 2,600,000.00	$ 0.00	$ 2,600,000.00	$ 8,174,097.00	$ 10,774,097.00	
	SECTION TOTAL	$ 2,600,000.00	$ 0.00	$ 2,600,000.00	$ 8,174,097.00	$ 10,774,097.00	
	GRAND TOTALS	$ 2,600,000.00	$ 0.00	$ 2,600,000.00	$ 8,174,097.00	$ 10,774,097.00	

GRANT/LOAN AGREEMENT NUMBER: **02-1262-00**

PROGRAM: **Balanced Housing Neighborhood Preservation**

GRANTEE: **Township of Harrison**

SCOPE OF SERVICES

1. FAIR HOUSING ACT/BALANCED HOUSING NEIGHBORHOOD PRESERVATION RULES:
In addition to any other laws, rules and regulations which may be applicable to the performance of this Agreement, the Grantee shall be governed by the provisions of the Fair Housing Act of 1985 (NJSA 52:27D 301 et seq.) and the Balanced Housing Neighborhood Preservation Program Rules (NJAC 5:43).

2. THIRD PARTY CONTRACT: Within 90 days of the execution of this Agreement, the Municipality shall enter into a Third Party Contract with the Sponsor/Developer, Spring Mill Ingerman Associates, L.L.C. to provide up to $2,600,000 of Balanced Housing Funds for developing the project, Spring Mill Apartments, located at Walnut Lane and Howey Drive, Harrison Township, New Jersey.

   The Third Party Contract shall be subject to the review and approval of the Division of Housing and Community Resources ("Division") and shall include, but not be limited to, the following terms and conditions:

   A. The Sponsor/Developer will create 94 new affordable rental housing units at the following sizes and rents:

No of Units	No of BRs	Sq.Ft.	Monthly Rent (excluding tenant-paid utilities)	Low (L) or Mod (M)
4	1	700	$566	M
5	1	700	$461	L
3	1	700	$357	L
13	2	900	$672	M
16	2	900	$547	L
13	2	900	$421	L
12	3	1150	$773	M
16	3	1150	$628	L
12	3	1150	$483	L

   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

Each unit shall contain at least one bedroom with no less than 150 square feet. Each additional bedroom shall be no less than 100 square feet.

Each SRO unit must contain at least 100 square feet.

Each unit shall qualify as an energy efficient unit per 5:43. 3.1(s)

B. The Rental units under this Agreement shall be subject to affordability controls as specified in NJAC 5:43 Chapter 4. The Sponsor/Developer shall execute a mortgage and a mortgage note in the amount of $2,600,000 in favor of the Department. The note shall include the funds required to be transferred to the Housing Affordability Service as referenced in paragraph 5 of this Section. The terms and conditions of this note and mortgage shall be subject to the review and approval of the Division.

C. For projects that are receiving Low Income Housing Tax Credits (LIHTC), the following shall apply:

with respect to NJAC 5:43, subchapter 4, responsibilities of the Division with respect to the identification and certification of tenants shall be assigned to the sponsor/developer;

the sponsor/developer shall certify to the Division that low and moderate income households shall be qualified for units which are affordable at no more than 35% of gross households income for family units and no more than 40% for senior citizen units. Exceptions may be granted only when one or more of the following circumstances is documented:

-the prospective tenant household is currently paying more for shelter; or

-the prospective tenant household is currently residing in substandard or overcrowded housing; or

-a relative agrees to subsidize the rent;

the sponsor/developer shall provide the Division with data and information necessary to ensure that the affordability controls are being maintained and that units are recorded on the Departments' data base. Said data and information shall include but not be limited to recorded deed restrictions, a completed unit inventory form for each unit, and following project completion, an annual affordability report; and

to the extent that such is provided by the Division, the sponsor/developer shall attend a Division sponsored or approved training session on affordability controls.

D. The Sponsor/Developer will comply with the terms and conditions set forth in this Agreement between the Department and the Municipality. Any changes to the project made after submission of the initial application for funding must be put into writing and approved by the Division.

E. The Sponsor/Developer shall use funds advanced only for the uses and purposes described herein and in accordance with the Project Budget, Section B, of the Grant Agreement unless approved in writing by the Division. Any changes will be reflected in an amendment to the Agreement.

F. The sources of funding for this project are:

Balanced Housing	$2,600,000
Tax Credits	$5,945,854
Permanent Mortgage	$1,668,740
Deferred Developer Fee	$ 559,503

G. The Sponsor/Developer will provide the following services and/or amenities for this project: Each unit will have central air conditioning, ceramic tile baths, 14 cu.ft. frost free refrigerator, dishwasher and garbage disposal. The social service component will include a part time resident resource coordinator, "Latchkey" child care program and health care services as defined in the project's 2000 LIHTC application.

H. The Sponsor/Developer shall assure that there is qualified supervision at the construction site. The Sponsor/Developer shall provide the Division with reasonable access to the project site including, but not limited to, any regularly scheduled construction meetings with the construction contractor.

I. The Sponsor/Developer shall cause the buildings, fixtures, articles of personal property and any improvements thereto funded in whole or in part by any of the grant proceeds to be insured against loss by fire and by such other hazards (including flood insurance if applicable) as may be required by the Division.

All insurance policies required by the commercial lender shall name the Department as loss payee.

J. PROGRESS REPORTS: The Sponsor/Developer shall provide the Department and the Municipality with the following reports:

1) Predevelopment:

Commencing 7 days after the execution of the Third Party Contract and every 90 days thereafter until the start of construction, a report on the progress of preconstruction activities.

2) Construction:

_X_ Copies of the following documents submitted as soon as available:
All construction meeting minutes; and
Copies of the contractor's application and certificate for payment (AIA form G702, if available); and
Copies of construction lender's inspection and drawdown reports.

___ Quarterly reports on construction activity signed by the architect, clerk of the works or project supervisor commencing 90 days after construction start.

3) Marketing:

Notification when marketing has started and a monthly report thereafter on the status of marketing and occupancy.

4) Financial:

Source and application of funds statement at each request for payment or quarterly, whichever is more frequent.

The Department reserves the right to request additional information from time to time if necessary to assess project progress.

K. FINAL REPORT: Prior to the release of any final payment authorized in the Drawdown Schedule, the Sponsor/Developer shall deliver to the Municipality and the Department a Final Report consisting of the following:

1) A certification of funding sources and project costs prepared by a certified public accountant using the accrual method of accounting. The certification of funding sources shall provide a comparison of projected funding, per subparagraph F above and actual funding received by or due to the project, including any sources which provide funds but are not listed under subparagraph F. The certification of costs shall provide a comparison of projected costs, per Section B of this Agreement and the actual costs. The Department at it's sole discretion may reallocate Balanced Housing funds to other cost categories and/or recapture such funds should there be cost savings and/or a funding surplus.

2) Evidence that the necessary affordability control documents have been executed and recorded and that the Housing Affordability Service has received all documents necessary to administer affordability controls.

3) Copies of the final Certificate of Occupancy for each project unit.

4) A statement of the interest accrued on Balanced Housing money placed into the project escrow account.

5) A narrative description of the project and its effects on the neighborhood, with before and after photographs of the project.

6) Original Mortgage Note and recorded Mortgage securing the Balanced Housing funds (if not previously delivered).

7) An executed professional service agreement with a certified public accountant that provides for the following; preparation and submission of financial statements and/or an accountants certification concerning the availability of project funds to repay the balanced housing loan. The accountant shall submit the required documents annually through the sponsor/developer organization no later than 90 days from the end of its fiscal year until the loan is retired.

L. Reports shall be addressed to the Department in care of:

Richard Montemore, Program Manager
Balanced Housing Program
P.O. Box 806, Fifth Floor
101 South Broad Street
Trenton, NJ 08625-0806

M. Failure of the Sponsor/Developer to deliver reports in a timely manner is a condition which may lead to suspension or termination of the Agreement as per Section XXVI of the General Terms and Conditions for Administering a Grant/Loan.

N. The timetable for this project is as follows:

Financing closing date:	October	2001
Construction start date:	November	2001
Marketing of units begins:	May	2002
Construction completion:	December	2002
Occupancy:	May	2002

Delay of any of these events beyond 90 days without the written approval of the Division is a condition which may lead to suspension or termination of the Agreement as per Section XXVI of the General Terms and Conditions for Administering a Grant/Loan.

O. The Sponsor/Developer shall notify the Department and the Municipality in writing within one week of any significant event affecting project completion, project timetable (Paragraph 2.N of this Section) and/or project financing.

P. Should the Department wish to issue a report concerning the project, its results, the techniques involved, and the conclusions reached, the Sponsor/Developer shall cooperate fully by making available to the Department for publication or other use such information as the Department may request.

Q. TERMINATION: In the event of termination of the Agreement, the Department, at its sole discretion, may require part or all of the Balanced Housing funds advanced to be returned to the Department within 90 days of the date of termination.

3. The Municipality shall be responsible for the administration of this Agreement and for monitoring the Third Party Contract.

4. USE OF FUNDS AND METHOD OF PAYMENT: Funds provided for under this Agreement will be used only for the purposes described in this Section.

Payment will be drawn by the Grantee to:

_X_ be disbursed to the Sponsor/Developer

___ be disbursed to the primary lender to place in escrow on behalf of the Sponsor/Developer

___ reimburse the Grantee for funds advanced

___ Other:

Payments will be released in accordance with the Drawdown Schedule prepared for this project. The executed Drawdown Schedule will be incorporated by reference into this document. No payments will be authorized until the Drawdown Schedule is fully executed.

5. The Municipality agrees that the Department will transfer $ 47,000,from the Balanced Housing total of $2,600,000 directly to the Housing Affordability Service.

6. At project close-out the Municipality shall provide to the Department a statement regarding any interest that has been earned on funds advanced by the Department and held by the Municipality prior to their release to the Sponsor/Developer or to a project escrow account. Interest shall be returned to the Department.

7. The Municipality agrees to not allow the sale of municipal tax liens against the subject properties prior to the closeout of this agreement.

GRANT/LOAN AGREEMENT NUMBER: **02-1262-00**

PROGRAM: **Balanced Housing Neighborhood Preservation**

GRANTEE: **Township of Harrison**

PROGRAM PROVISIONS

NOT APPLICABLE

R-182-2001

RESOLUTION NO. 182-2001

A RESOLUTION OF THE TOWNSHIP OF HARRISON AUTHORIZING THE EXECUTION OF THIRD PARTY AGREEMENT IN CONNECTION WITH SPRING MILL

WHEREAS, the Township of Harrison has entered into an agreement with the New Jersey Department of Community Affairs to generate $2,600,000 in funding for a 100 percent affordable project to be constructed by Spring Mill Ingerman Associates, LLC; and

WHEREAS, the aforementioned agreement requires the Township to enter into an agreement with Spring Mill Ingerman Associates, LLC, to further control and limit the use of said $2,600,000; and

WHEREAS, the Township of Harrison must enter into a Third Party Agreement with Spring Mill Ingerman Associates, LLC, in order to secure the $2,600,000 grant from the Department of Community Affairs; and

WHEREAS, the Township desires to ensure the viability of the Spring Mill Project, which is an important component of the Housing Element and Fair Share Plan which was approved by the Court in a Judgment of Repose dated June, 2001

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Harrison, in the County of Gloucester and State of New Jersey, that the Mayor and Township Clerk are hereby authorized to sign the Third Party Agreement in the form annexed hereto; and

BE IT FURTHER RESOLVED that a certified copy of the within Resolution be forwarded by the Township Clerk to:

1. Mayor and Committee Members
2. Township Engineer
3. Township Attorney
4. Township Planner
5. Jeffrey R. Surenian, Esq.

TOWNSHIP OF HARRISON

ATTEST:

Leona D. Ballinger

Leona D. Ballinger, Clerk

Charles J. Visalli

BY: Charles J. Visalli, Mayor

CERTIFICATION

I, Leona D. Ballinger, hereby certify that:

1. I am the Municipal Clerk for the Township of Harrison, in the County of Gloucester; and

2. The foregoing Resolution was duly adopted by the Township Committee, of the Township of Harrison, in the County of Gloucester, at a meeting held on November 1, 2001 in the Harrison Township Municipal Building, Mullica Hill, New Jersey.

Leona D. Ballinger

Leona D. Ballinger, RMC
Municipal Clerk of the Township of Harrison

(TOWNSHIP SEAL)

THIRD PARTY CONTRACT
BY AND BETWEEN
THE TOWNSHIP OF HARRISON
AND
SPRING MILL INGERMAN ASSOCIATES, L.L.C.

THIS AGREEMENT, made on the 1st day of November, 2001, by and between the **Township of Harrison** (hereinafter "**Municipality**"), a municipal corporation located at 114 Bridgeton Pike, Mullica Hill, New Jersey 08062 and **Spring Mill Ingerman Associates, L.L.C.**, a New Jersey limited liability company having it's offices located at 725 Cuthbert Boulevard, Cherry Hill, New Jersey 08002 (hereinafter "**Developer**").

WITNESSETH:

WHEREAS, the Municipality has applied to and received a grant for $2,600,000 from the New Jersey Department of Community Affairs (hereinafter "Department"), Neighborhood Preservation Balanced Housing Program (hereinafter "Balanced Housing") and

WHEREAS, the purpose of the Balanced Housing grant is to assist in the funding of Spring Mill Apartments, an affordable housing project to be located at Howey Drive and Walnut Lane in Harrison Township, Gloucester County, New Jersey and located on the real property known as Block 57, Lot 22.03 on the Tax Map of Harrison Township, and to be developed by the Developer; and

WHEREAS, the Municipality and the Department have executed a Grant Agreement 02-1262-00 (hereinafter "Grant Agreement") which describes the terms and conditions of the Balanced Housing Grant; and

WHEREAS, Item 2 of Section C of said Grant Agreement requires that **Municipality** enter into a Third Party Contract with the Developer for the transfer of up to $2,600,000 in Balanced Housing Funds for the Spring Mill Apartment project; and

WHEREAS, Item 2 of Section C of the Grant Agreement specifies the minimum terms and conditions of said contract between the **Municipality** and the Developer.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and the conditions set forth in the Grant Agreement the parties do hereby covenant and agree each with the other as follows:

1) This agreement shall be governed by the Fair Housing Act of 1985, the Neighborhood Preservation Balanced Housing Rules (N.J.A.C. 5:43-1 and ff) and the Grant Agreement.

2) Should any of the terms and conditions of this Contract conflict with those of the Grant Agreement, including any modifications and amendments thereto, the provisions of the Grant Agreement shall prevail.

3) In accordance with paragraph 2 of Item 2 in Section C of the Grant Agreement, the parties acknowledge that this contract is subject to the review and approval of the New Jersey Division of Housing and Community Resources of the Department ("Division") and agree to make no changes, amendments and or to seek suspension or termination of this contract without the prior written approval of the Division.

4) Balanced Housing Funds shall be paid to the Developer at such times as such funds are advanced by the Department in accordance with the Drawdown Schedule, attached to and included herein by reference, and in accordance with normal Municipal payment procedures. The **Municipality** shall not be obligated to advance funds until and unless such funding is received from the Department.

5) The Developer agrees to comply with the following:

A. The FAIR HOUSING ACT / NEIGHBORHOOD PRESERVATION BALANCED HOUSING RULES. In addition to any other laws, rules, and regulations which may be applicable to the performance of this Agreement, the Developer shall be governed by the provisions of the Fair Housing Act of 1985 (N.J.S.A. 52:27D 301 et seq.) and the Neighborhood Preservation Balanced Housing Program Rules (N.J.A.C. 5:14).

1. The Sponsor/Developer will create 94 new affordable rental housing units at the following sizes and rents:

No. of Units	No of BRs	Sq. Ft.	Monthly Rent (excluding tenant paid utilities)	Low(L) or Mod (M)
4	1	700	$566	M
5	1	700	$461	L
3	1	700	$357	L
13	2	900	$672	M
16	2	900	$547	L
13	2	900	$421	L
12	3	1150	$773	M
16	3	1150	$628	L
12	3	1150	$483	L

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	

Each unit shall contain at least one bedroom with no less than 150 square feet. Each additional bedroom shall be no less than 100 square feet

Each SRO unit must contain at least 100 square feet

Each unit shall qualify as an energy efficient unit per 5:43. 3.1(s)

B. The **Rental** units under this Agreement shall be subject to affordability controls as specified in N.J.A.C. 5:43 Chapter 4. The Sponsor / Developer shall execute the Affordable Housing Agreement, Rental Properties, a mortgage and a mortgage note in the amount of $2,600,000 in favor of the Department. The note shall include the funds required to be transferred to the Housing Affordability Service as referenced in paragraph 5 of this Section. The terms and conditions of this note and mortgage shall be subject to the review and approval of the Division.

C. For projects that are receiving Low Income Housing Tax Credits (LIHTC), the following shall apply:

With respect to NJAC 5:43, subchapter 4, responsibilities of the Division with respect to the identification and certification of tenants shall be assigned to the sponsor/developer;

The sponsor/developer shall certify to the Division that low and moderate income households shall be qualified for units which are affordable at no more than 35% of gross household income for family units and no more than 40% for senior citizen units. Exceptions may be granted only when one or more of the following circumstances is documented:

-the prospective tenant household is currently paying more for shelter; or

-the prospective tenant household is currently residing in substandard or overcrowded housing; or
-a relative agrees to subsidize the rent;

the sponsor/developer shall provide the Division with data and information necessary to ensure that the affordability controls are being maintained and that units are recorded on the Department's database. Said data and information shall include but not be limited to recorded deed restrictions, a completed unit inventory form for each unit, and following project completion, and annual affordability report; and

to the extent that such is provided by the Division, the sponsor/developer shall attend a Division sponsored or approved training session on affordability controls.

D. The Sponsor / Developer agrees to comply with the terms and conditions set forth in the agreement between the Department and the Municipality. Any changes in the project scope made after the submission of the initial application for funding must be put into writing and approved by the Division.

E. The Sponsor / Developer shall use funds advanced only for the uses and purposes described herein and in accordance with the Project Budget, section B of the Grant Agreement unless approved in writing by the Division. Any changes will be reflected in an amendment to the Agreement.

F. The sources of funding for this project are:

Balanced Housing Funds	$2,600,000
Tax Credit Syndication	$5,945.854
Permanent Mortgage	$1,668,740
Deferred Developer Fee	$559,503

G. The Sponsor/ Developer will provide the following services and/or amenities to the project: Each unit will have central air conditioning, ceramic tile baths, 14 cu. ft. frost free refrigerator, dishwasher and garbage disposal. The social services component will include a part time resident resource coordinator, "Latchkey" child care program and health care services as defined in the project's 2000 LIHTC application.

H. The Sponsor / Developer shall require competent and adequate supervision at the construction site. The Sponsor / Developer shall provide the Division with reasonable access to the Project site including, but not limited to, any regularly scheduled construction meetings with the construction contractor.

I. The Sponsor / Developer agrees to cause the buildings, fixtures, articles of personal property and any improvements there to funded in whole or in part by any of the grant proceeds to be insured against loss by fire and such other hazards (including flood insurance if applicable) as may be required by the Division.

All insurance policies required by the commercial lender shall name the Department as loss payee.

J. Progress reports: The Sponsor / Developer agrees to provide the Department and the Municipality with the following reports:

1.) Predevelopment:

Commencing 7 days after the execution of the Third Party Contract and every 90 days thereafter until the start of construction, a report on the progress of preconstruction activities.

2.) Construction: (Check One)

_X_ Copies of the following documents submitted as soon as available: All construction meeting minutes; and Copies of the contractor's application and certificate for payment (AIA form G702, if available); and Copies of construction lender's inspection and drawdown reports.

___ Quarterly reports on construction activity signed by the architect, clerk of the works, or project supervisor commencing 90 days after the construction start.

3.) Marketing:

Notification when marketing has started and a monthly report thereafter on the status of marketing and occupancy.

4.) Financial:

Source and application of funds statement at each request for payment or quarterly, whichever is more frequent.

The Department reserves the right to request additional Information from time to time if necessary to assess project progress.

K. FINAL REPORT: Prior to the release of any final payment authorized in the Drawdown Schedule, the Sponsor/ Developer shall deliver to the Municipality and the Department a Final Report consisting of the following:

1.) A cost certification prepared by a certified public accountant using the accrual method of accounting. The cost certification shall provide a comparison of project costs per Section B of the Agreement and actual costs. If actual costs are less than budgeted amounts, the Department at its sole discretion may either recapture a portion of the Agreement amount or reallocate funds to other cost categories.

2.) Evidence that the necessary affordability control documents have been executed and recorded and that the Housing Affordability Service has received all documents necessary to administer affordability controls.

3.) Copies of the final Certificate of Occupancy for each project unit.

4.) A statement of the accrued interest on Balanced Housing money placed into the project escrow account.

5.) A narrative description of the project and its effect on the neighborhood, with before and after photographs of the project.

6.) Original Mortgage Note and recorded Mortgage securing the Balanced Housing funds (if not previously delivered).

7.) An executed professional service agreement with a certified public accountant that provides for the following: preparation and submission of financial statements and/or an accountant's certification concerning the availability of project funds to repay the balanced housing loan. The accountant shall submit the required documents annually through the sponsor/developer organization no later than 90 days from the end of its fiscal year until the loan is retired.

L. Reports shall be addressed to the Department in care of:

Richard Montemore, Program Manager
Balanced Housing Program
P.O. Box 806, Fifth Floor
101 South Broad Street
Trenton, N.J. 08625 - 0806

M. Failure of the Sponsor / Developer to deliver reports in a timely manner is a condition which may lead to suspension or termination of the Agreement. (See Section XXVI of the General Terms and Conditions for Administering a Grant / Loan, issued February, 1998 by the

New Jersey Department of Community Affairs.)

N. The timetable for this project is as follows:

Financing closing dates: October, 2001

Construction start date: November, 2001

Marketing of units begins: May, 2002

Construction completion: December, 2002

Initial Occupancy : May, 2002

Delay of any of these events beyond 90 days without the written approval of the Division is a condition which may lead to suspension or termination of the Agreement. (See Section XXVI of the General Terms and Conditions for Administering a Grant/ Loan, issued February, 1998 by the New Jersey Department of Community Affairs.)

O. The Sponsor / Developer shall notify the Department and the Municipality in writing within one week of any significant event affecting project completion, project timetable (Paragraph N of this Section) and/or project financing.

P. Should the Department wish to issue a report concerning the project, its results, the techniques involved, and the conclusions reached, the Sponsor/ Developer shall cooperate fully by making available to the Department for publication or other use such information as the Department may request.

Q. TERMINATION: In the event of termination of the Agreement, the Department, at its sole discretion, may require part of all of the Balanced Housing funds advanced to be returned to the Department within 90 days of termination.

6). The Municipality shall be responsible for the administration of this Agreement and for monitoring the Third Party Contract.

7). USE OF FUNDS AND METHOD OF PAYMENT: Funds provided for under this Agreement will be used only for the purposes described in this Section.

Payment will be drawn by the Grantee to:

_X_ be disbursed to the Sponsor / Developer
____ be disbursed to the primary lender to place in escrow on behalf of the Sponsor/ Developer
____ reimburse the grantee for funds advanced
____ Other: _____

Payments will be released in accordance with the Drawdown Schedule prepared for this project and separately executed. No payments will be authorized until the Drawdown schedule is fully executed by all appropriate parties.

8). The Municipality agrees that the Department will transfer $47,000 from the Balanced Housing total of $2,600,000 directly to the Housing Affordability Service.

9). At project close - out the Municipality shall provide to the Department a statement regarding any interest that has earned on funds advanced by the Department and held by the Municipality prior to the release to the Sponsor/ Developer or to a project escrow account. Interest shall be returned to the Department.

10). The Municipality shall establish safeguards to prohibit local officials and employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Any such occurrences must be disclosed to the Department in writing for remedial action.

11). The Municipality shall enter into a Payment in Lieu of Tax Agreement with the Developer, and the Municipality agrees not to allow the sale of municipal tax liens against the project prior to the closeout of this agreement. The Municipality also agrees to waiver local building and sewer fees.

12). Failure by the Developer to comply with agreement stipulations, standards, or conditions may give Municipality cause to suspend this agreement and withhold further payments, prohibit additional obligations of project funds pending corrective action, disallow all or part of the cost associated with the noncompliance, terminate this agreement or take other remedies that may be legally available.

Termination or cancellation of project funding, in whole or in part, shall occur when it is mutually agreed that continuation of the project will not produce beneficial results commensurate with the further expenditure of funds. New obligations for the terminated portion shall not be incurred after the effective termination date, and as many obligations as possible shall be canceled.

Termination of the Grant Agreement shall be cause for termination of this contract.

13). **Additional provisions agreed to between the Developer and Municipality. (If any)** Developer will maintain adequate security features and implement adequate security measures on the Premises, including but not limited to: (i) drug testing of employees as permitted by law; (ii) random security patrol as recommended by Township Chief of Police; and (iii) reasonable assistance to and cooperation with Police Department, including the use of portions of the Premises. Manager shall comply with all reasonable, appropriate and necessary recommendations of the Police Department with regard to the adequacy of the safety measures employed by Developer.

14). This contract shall be considered closed upon the satisfaction of all conditions and covenants contained herein and upon closeout of the Grant Agreement by the Division of Housing and Community Resources.

IN WITNESS WHEREOF, the parties hereto have executed this Third Party Agreement as of the day and year first above mentioned.

DEVELOPER:

SPRING MILL INGERMAN ASSOCIATES, L.L.C.
By: Ingerman Affordable Housing, Inc.,
its Managing Member

By:_____
M. Brad Ingerman, President

MUNICIPALITY:

TOWNSHIP OF HARRISON

By:_____
Honorable Charles J. Visalli, Mayor

RESOLUTION NO. 183-2001

A RESOLUTION OF THE TOWNSHIP OF HARRISON AUTHORIZING THE EXECUTION OF AMENDMENT TO AGREEMENT WITH TUNLAW, INC.

WHEREAS, the Township of Harrison and the Township of Harrison Planning Board entered into an Agreement with Tunlaw, Inc., in February, 2000 with respect to the minor subdivision of land identified as Block 57, Lot 22 on the Tax Map of the Township of Harrison, Gloucester County, New Jersey, known as the Walnut Glen Parcel; and

WHEREAS, said Agreement referred to the resolution of a builder's remedy lawsuit entitled Leigh Court LTD Partnership, etc. et al v. Township of Harrison et al, which lawsuit has been resolved; and

WHEREAS, said Agreement must be amended to recognize the decision in said lawsuit and the entry of the Judgment of Repose

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Harrison, in the County of Gloucester and State of New Jersey, that the Mayor and Township Clerk are hereby authorized to sign the Amendment to Agreement in the form annexed hereto; and

BE IT FURTHER RESOLVED that a certified copy of the within Resolution be forwarded by the Township Clerk to:

1. Mayor and Committee Members
2. Township Engineer
3. Township Attorney
4. Township Planner
5. Jeffrey R. Surenian, Esq.

TOWNSHIP OF HARRISON

ATTEST:

Charles J. Visalli

By: Charles J. Visalli, Mayor

Leona D. Ballinger

Leona D. Ballinger, Clerk

CERTIFICATION

I, Leona D. Ballinger, hereby certify that:

1. I am the Municipal Clerk for the Township of Harrison, in the County of Gloucester; and

2. The foregoing Resolution was duly adopted by the Township Committee, and the Planning Board of the Township of Harrison, in the County of Gloucester, at a meeting held on November 1, 2001 in the Harrison Township Municipal Building, Mullica Hill, New Jersey.

Leona D. Ballinger

Leona D. Ballinger, RMC
Municipal Clerk of the Township of Harrison

(TOWNSHIP SEAL)

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is entered as of the 1st day of November, 2001 among the Township of Harrison, the Harrison Township Planning Board and Tunlaw, Inc.

WHEREAS, the Township of Harrison, the Township of Harrison Planning Board, and Tunlaw, Inc., a New Jersey corporation, entered into an Agreement (the "Agreement") in February, 2000 with respect to the minor subdivision of the parcel of land in Harrison Township, Gloucester County, New Jersey known as the Walnut Glen Parcel and which was identified as Block 57, Lot 22 on the Tax Map of the Township of Harrison (the "Walnut Glen Site"); and

WHEREAS, the Township of Harrison Planning Board approved the minor subdivision of the Walnut Glen Site subject to the entry of an Agreement among the Township of Harrison, the Township of Harrison Planning Board and Tunlaw, Inc., the owner of the entire Walnut Glen Site prior to its subdivision, with respect to the development of affordable rental housing on part of the former Walnut Glen Site, containing 93 rental units and one manager unit and to be known as Spring Mill Apartments, and of 225 + single family age-restricted fee simple detached homes on another part of the former Walnut Glen Site, to be known as Spicer Estates; and

WHEREAS, paragraph 5 of the Agreement imposed certain conditions respecting the development of the Spring Mill Apartments affordable housing that referred to the resolution of the builder's remedy lawsuit entitled, Leigh Court Ltd. Partnership vs. Township of Harrison, and, since the entry of the Agreement, the Superior Court has entered a final Judgment of Repose in that litigation which requires that the parties amend the Agreement to recognize that decision and to clarify the requirements for development of the Spring Mill Apartments.

NOW, THEREFORE, THE PARTIES HERETO, AMEND THE AGREEMENT AS FOLLOWS:

1. Paragraph 5 of the Agreement is amended and restated to read in its entirety as follows:

   5. "The Superior Court Law Division, Gloucester County has entered a final Judgment of Repose, dated June 27, 2001, in the case of Leigh Court Ltd. Partnership vs.Township of Harrison, Docket No. GLO-L-1445-97, and the entry of that Judgment of Repose is satisfactory so that the construction of the Spring Mill Apartments may proceed, upon issuance of building permits."

2. Except as specifically amended above, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have entered this Amendment of Agreement as of the day and year first above written.

ATTEST:

Leona D. Ballinger, Clerk

TOWNSHIP OF HARRISON

By: Charles J. Visalli, Mayor

ATTEST:

Susanne Rhudy, Secretary

TOWNSHIP OF HARRISON
PLANNING BOARD

By: Santo J. Maccherone, Chairman

ATTEST:

, Secretary

TUNLAW, INC.

By: Robert J. Pacilli, President

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: SS
COUNTY OF GLOUCESTER :

Be it remembered, that on this 1st day of November 2001, before me, the subscriber, a Notary Public, personally appeared Charles J. Visalli, who, being duly sworn, acknowledged himself (herself) to my satisfaction to be the Mayor of the Township of Harrison, Gloucester County, New Jersey, and he (she) acknowledged that he (she) signed and delivered this instrument as the Mayor, having been authorized to do so, on behalf of the Township of Harrison, for the uses and purposes therein expressed, as the voluntary act and deed of the Township of Harrison.

Witnesseth my hand and seal:

Lenora J. Bellinger
Notary Public

My Commission expires: April 5, 2005

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: SS
COUNTY OF GLOUCESTER :

Be it remembered, that on this 1st day of November 2001, before me, the subscriber, a Notary Public, personally appeared Santo J. Maccherone, who, being duly sworn, acknowledged himself (herself) to my satisfaction to be the Planning Board Chairman of the Township of Harrison, Gloucester County, New Jersey, and he (she) acknowledged that he (she) signed and delivered this instrument as the Planning Board Chairman, having been authorized to do so, on behalf of the Township of Harrison, for the uses and purposes therein expressed, as the voluntary act and deed of the Township of Harrison.

Witnesseth my hand and seal:

Lenard Bellinger
Notary Public

My Commission expires: April 5, 2005

ACKNOWLEDGEMENT

STATE OF NEW JERESY :
: SS
COUNTY OF GLOUCESTER :

Be it remembered that on the 25th day of October, 2001 before me the subscriber, an Attorney at Law of the State of New Jersey, personally appeared Robert J. Pacilli, who, being duly sworn according to law acknowledged himself to my satisfaction to be the President of Tunlaw, Inc. and he acknowledged that he signed and delivered this instrument as the President, having been authorized to do so, on behalf of Tunlaw, Inc. for the uses and purposes therein expressed, as the voluntary act and deed of Tunlaw, Inc., a New Jersey corporation.

William F. Ziegler, An Attorney-At-Law of
The State of New Jersey

IN WITNESS WHEREOF, the parties have entered this Amendment of Agreement as of the day and year first above written.

ATTEST:

TOWNSHIP OF HARRISON

Leona D. Ballinger, Clerk

By:_____
Charles J.Visalli, Mayor

ATTEST:

TOWNSHIP OF HARRISON
PLANNING BOARD

Carole M. Riech, Secretary

By:_____
Henry J. Reuter, Jr., Chairman

ATTEST:

Robert J. Pacilli
, Secretary

TUNLAW, INC.

By: Robert J. Pacilli
Robert J. Pacilli, President

Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf for the instructions. Using Nuance software is the only means of completing this form.

Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013
(exp.12/31/2016)

1a. Project Name & Address (including City, County, State & Zip Code)

Springmill Apartments
100 Walnut Lane
Mullica Hill, NJ 08062

1b. Project Contract Number: 622

1c. No. of Units: 94

1d. Census Tract: 5020.02

1e. Housing/Expanded Housing Market Area

Housing Market Area: Gloucester County
Expanded Housing Market Area: Philadelphia/Camden/Wilmington

1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

Ingerman Management Company, 725 Cuthbert Blvd., Cherry Hill, NJ 08002, 856-662-1730, mjosephs@ingerman.com

1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

Spring Mill Ingerman Associates., 725 Cuthbert Blvd., Cherry Hill, NJ 08002, 856-662-1730, bingerman@ingerman.com

1h. Entity Responsible for Marketing (check all that apply)

☐ Owner ☑ Agent ☐ Other (specify)

Position, Name (if known), Address (including City, County, State & Zip Code), Telephone Number & Email Address

Director of Leasing and Marketing, Jason Battestelli, 725 Cuthbert Blvd., Cherry HIll, NJ 08002. jbattestelli@ingerman.com

1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State & Zip Code), Telephone Number & E-Mail Address.

Director of Leasing and Marketing, Jason Battestelli, 725 Cuthbert Blvd., Cherry HIll, NJ 08002. jbattestelli@ingerman.com

2a. Affirmative Fair Housing Marketing Plan

Plan Type: Updated Plan

Date of the First Approved AFHMP: 01/31/02

Reason(s) for current update:

2b. HUD-Approved Occupancy of the Project (check all that apply)

☐ Elderly ☑ Family ☐ Mixed (Elderly/Disabled) ☐ Disabled

2c. Date of Initial Occupancy

10/01/2003

2d. Advertising Start Date

Advertising must begin *at least* 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects.

Date advertising began or will begin: 10/01/2014

For existing projects, select below the reason advertising will be used:

To fill existing unit vacancies ☑

To place applicants on a waiting list ☐ (which currently has ____ individuals)

To reopen a closed waiting list ☐ (which currently has ____ individuals)

3a. Demographics of Project and Housing Market Area
Complete and submit Worksheet 1.

3b. Targeted Marketing Activity

Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are *least* likely to apply for the housing without special outreach efforts. (check all that apply)

- [x] White
- [ ] American Indian or Alaska Native
- [x] Asian
- [ ] Black or African American
- [ ] Native Hawaiian or Other Pacific Islander
- [ ] Hispanic or Latino
- [x] Persons with Disabilities
- [ ] Families with Children
- [ ] Other ethnic group, religion, etc. (specify)

4a. **Residency Preference**

Is the owner requesting a residency preference? If yes, complete questions 1 through 5. No
If no, proceed to Block 4b.

(1) Type Please Select Type

(2) Is the residency preference area:
The same as the AFHMP housing/expanded housing market area as identified in Block 1e? Please Select Yes or No
The same as the residency preference area of the local PHA in whose jurisdiction the project is located? Please Select Yes or No

(3) What is the geographic area for the residency preference?

(4) What is the reason for having a residency preference?

(5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

4b. **Proposed Marketing Activities: Community Contacts**
Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

4c. **Proposed Marketing Activities: Methods of Advertising**
Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

5a. Fair Housing Poster

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

☑ Rental Office ☐ Real Estate Office ☐ Model Unit ☑ Other (specify)

5b. Affirmative Fair Housing Marketing Plan

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

☑ Rental Office ☐ Real Estate Office ☐ Model Unit ☐ Other (specify)

5c. Project Site Sign

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

☐ Rental Office ☑ Real Estate Office ☐ Model Unit ☐ Entrance to Project ☐ Other (specify)

The size of the Project Site Sign will be 6ft x 8ft

The Equal Housing Opportunity logo or slogan or statement will be 8inch x 8inch

6. Evaluation of Marketing Activities

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

The property manager on site will keep track of traffic received at our site according to demographic information. We will do the same for occupancy data. Once every 3 months we will review this data to ensure that we are attracting the intended target market. If it appears we are not, we will repeat the initial marketing steps taken as needed.

7a. **Marketing Staff**

What staff positions are/will be responsible for affirmative marketing?

Director of Leasing and Marketing
Regional Manager
Property Manager

7b. **Staff Training and Assessment: AFHMP**

(1) Has staff been trained on the AFHMP? Yes

(2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)? Yes

(3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?

LeaseHawk On-Line Training performed annually

(4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act? Yes

(5) If yes, how and how often?

Periodic review through mystery shopping, call reviews and training.

7c. **Tenant Selection Training/Staff**

(1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences?

Yes

(2) What staff positions are/will be responsible for tenant selection?

Property Manager
Regional Property Manager

7d. **Staff Instruction/Training:**

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.

Online training was provided in April, 2014 to site staff which included a certification test. This training will be repeated on an annual basis.

8. Additional Considerations Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

9. Review and Update

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Name (type or print)

Jason Battestelli

Title & Name of Company

Director of Leasing and Marketing. Ingerman Management Company

For HUD-Office of Housing Use Only

Reviewing Official:

Signature & Date (mm/dd/yyyy)

Name (type or print)

Title

For HUD-Office of Fair Housing and Equal Opportunity Use Only

☐ Approval ☐ Disapproval

Signature & Date (mm/dd/yyyy)

Name (type or print)

Title

Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

Purpose of Form: All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

Applicability: The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

INSTRUCTIONS:
Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing

Part 1: Applicant/Respondent and Project Identification. Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau (http://factfinder2.census.gov/main.html) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A **housing market area** is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An **expanded housing market area** is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

Part 2: Type of AFHMP

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason (s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project's waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.

Part 3 Demographics and Marketing Area.
"Least likely to apply" means that there is an identifiable presence of a specific demographic group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

Part 4 - Marketing Program and Residency Preference (if any).
Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described. **Please attach a copy of the advertising or marketing material.**

Part 5 – Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b -The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c -The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. **Please submit photographs of project site signs.**

Part 6 - Evaluation of Marketing Activities.

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

Part 7- Marketing Staff and Training.
Block 7a -Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act.
Please indicate who provides the training and how frequently.
In addition, respondents should specify whether they periodically assess staff members' skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project's occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

Part 8 - Additional Considerations.

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

Part 9 - Review and Update.

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction's Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least to likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

Notification of Intent to Begin Marketing.
No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.

Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities
(See AFHMP, Block 3b)

In the respective columns below, indicate the percentage of demographic groups among the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. **Please attach maps showing both the housing market area and the expanded housing market area**.

Demographic Characteristics	Project's Residents	Project's Applicant Data	Census Tract	Housing Market Area	Expanded Housing Market Area
% White	48%		85.4	83.9	70.6
% Black or African American	49%		9.5	11.5	22.0
% Hispanic or Latino	12%		7.6	5.4	7.8
% Asian	0%		4	3.5	5.6
% American Indian or Alaskan Native	1%		0.3	.7	.7
% Native Hawaiian or Pacific Islander	0%		0	0	.1
%Persons with Disabilities	2%		5.1	13.6	11.8
% Families with Children under the age of 18	69%		42.1	31.3	29.3
Other (specify)					

Worksheet 2: Establishing a Residency Preference Area (See AFHMP, Block 4a)

Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project 's residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

Demographic Characteristics	**Project's Residents** (as determined in Worksheet 1)	**Project's Applicant Data** (as determined in Worksheet 1)	**Census Tract** (as determined in Worksheet 1)	**Housing Market Area** (as determined in Worksheet 1)	**Expanded Housing Market Area** (as determined in Worksheet 1)	**Residency Preference Area** (if applicable)
% White						
% Black or African American						
% Hispanic or Latino						
% Asian						
% American Indian or Alaskan Native						
% Native Hawaiian or Pacific Islander						
% Persons with Disabilities						
% Families with Children under the age of 18						
Other (specify)						

Worksheet 3: Proposed Marketing Activities –Community Contacts (See AFHMP, Block 4b)

For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

Targeted Population(s)	**Community Contact(s), including required information noted above.**
White/Asian/Disabled	Gloucester County Housing Authority Community Reps 100 Pop Moylan Blvd #1, Deptford Township, NJ 08096. (856) 845-4959 Will send introductory brochure and letter
Asian	Korean United Methodist Church Pastor 1995 Marlton Pike E, Cherry Hill, NJ 08003 Will send introductory brochure and letter
White	Catholic Charities of Gloucester County Community Reps 1200 Delsea Dr, Westville, NJ. (856) 845-9200 Will send introductory brochure and letter
Disabled	The ARC of Gloucester County Community Reps 1555 Gateway Blvd. West Deptford, NJ 08096. 856-848-8648 Will send introductory brochure and letter

Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHMP, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

Targeted Population(s)→ Methods of Advertising ↓	**Targeted Population:**	**Targeted Population:**	**Targeted Population:**
Newspaper(s)			
Radio Station(s)			
TV Station(s)			
Electronic Media Apts.com/Craigslist/Trulia	White/Asian/Disabled. Continuous listing w/ FH and HC Logo		
Bulletin Boards			
Brochures, Notices, Flyers Flyers	White/Asian. Flyers sent to local businesses w/ FH and HC Logo		
Other (specify)			

Record and Return to:

Billie Darden Miller
New Jersey Housing and Mortgage
Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085

Permanent Financing Only

HMFA #1301

FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT

between

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

and

SPRING MILL INGERMAN ASSOCIATES, L.L.C.

Prepared by:

Darryl D. Applegate
Deputy Attorney General

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Signatures .....

Schedule A. Legal Description

Schedule B. Tax Certificate (Tax-Exempt Projects Only)

THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT (this "Agreement"), is made and entered into as of May 1, 2003, between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey, created pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the "Act") and **SPRING MILL INGERMAN ASSOCIATES, L.L.C.** (together with its successors and assigns, the "Owner"), a limited liability company organized and existing pursuant to the laws of the State of New Jersey, duly authorized to transact business in the State of New Jersey, and a qualified housing sponsor within the meaning of the Act.

WITNESSETH:

In consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Agency and the Owner hereby agree as follows:

Section 1. Definitions and Interpretation

The following terms shall have the respective meanings set forth below:

"Act" means the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended from time to time, P.L. 1983, c. 530, N.J.S.A. 55:14K-1 et seq.

"Agency Regulations" means the regulations promulgated by the Agency pursuant to the Act and any policies, procedures or guidelines issued by the Agency with respect to the housing projects financed by the Agency under the Act, all of the foregoing as they may be amended from time to time.

"Affordable Housing Mortgage Loan" means the mortgage loan of Affordable Housing Funds ("AHP") given to the Owner by the Volunteers of America Delaware Valley, Inc. for the AHP Funds from the Federal Home Loan Bank of New York, which is evidenced by a AHP Promissory Note and secured by a subordinate Mortgage and Security Agreement and which is subordinate to the First Mortgage.

"Assignment of Leases" means the Assignment of Leases between the Owner and Agency given by the Owner to the Agency as additional security for the repayment of the First Mortgage Loan.

"Balanced Housing Neighborhood Preservation Mortgage Loan" means the mortgage loan made to the Owner by the Department of Community Affairs from its Balanced Housing Neighborhood Preservation Loan Program to finance or refinance a portion of the cost of the development, construction, rehabilitation and/or acquisition of the Project, which is evidenced by a Mortgage Note and secured by a Mortgage subordinate to the First Mortgage.

"Bonds" means the New Jersey Housing and Mortgage Finance Agency Multi-Family Housing Revenue Bonds, 2003 Series D, issued under the Resolution.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement between the Agency and the Trustee pertaining to the Bonds as the same may hereafter be modified, supplemented or amended.

"Environmental Laws" shall mean and include any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Sections 9601 et seq., the Federal Hazardous Materials Transportation Act, as amended 42 U.S.C. Section 1801 et seq.,the Federal Resource Conservation and Recovery Act as amended, 42 U.S.C. Sections 6901 et seq., the Superfund Amendments and Reauthorization Act, 42 U.S.C. Sections 9601 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.,the Federal Hazardous Material Transportation Act, 49 U.S.C. Sections 1801 et seq., the Federal Clean Air Act, 42 U.S.C. Section 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq., the Rivers and Harbors Act of 1899, 33 U.S.C. Sections 401 et seq., the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Sections 4852d, the New Jersey Environmental Cleanup Responsibility Act, as amended N.J.S.A. 13:1K-6 et seq., the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11, et seq., the New Jersey Tank Registration Act, N.J.S.A. 58:10A-21 et seq., the New Jersey Water Pollution Control Act, as amended, N.J.S.A. 58:10A-1 et seq., and all rules and regulations adopted and publications promulgated thereto, or any other so-called "Superfund" or "Superlien" laws, or any other Federal, state or local environmental law, ordinance, rule, or regulation, as any of the foregoing have been, or are hereafter amended.

"Event of Default" means any of the events set forth in Section 30 of this Agreement.

"First Mortgage" means the first mortgage given by the Owner to the Agency to secure the payment of the First Mortgage Note.

"First Mortgage Loan" means the first mortgage loan made to the Owner by the Agency to finance or refinance a portion of the cost of the development, construction, rehabilitation and/or acquisition of the Project, which is evidenced by the First Mortgage Note and secured by the First Mortgage.

"First Mortgage Note" means the interest bearing, non-recourse promissory note, made by the Owner to the Agency, that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay

the First Mortgage Loan.

"Hazardous Materials" shall mean and include those elements, materials, compounds, mixtures or substances which are contained in any list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or any list of toxic pollutants designated by Congress, the EPA, or the New Jersey Department of Environmental Protection ("NJDEP"), or which are defined as hazardous, toxic, pollutant, infectious, flammable or radioactive by any of the Environmental Laws, and, whether or not included in such lists, shall be deemed to include all products or substances containing petroleum, asbestos, lead, and polychlorinated biphenyls.

"IRS Regulations" means the regulations promulgated or proposed by the United States Department of the Treasury or the Internal Revenue Service pursuant to the Code, and to the extent applicable, pursuant to the Internal Revenue Code of 1954, as both may be amended from time to time, including all rules, rulings, policies, and official statements issued by the United States Department of the Treasury or the Internal Revenue Service.

"Land" means the real property described in Schedule "A" attached hereto and made a part hereof.

"Loan Documents" means and includes this Agreement, the First Mortgage, the First Mortgage Note, the Assignment of Leases, Subordination and Postponement of Mortgage, the UCC-1 Financing Statements, the Security Agreement.

"Low Income Tenants" means occupants of the Project who have income of 60 percent or less of the area median gross income, adjusted for family size, as determined under Section 42 of the Code.

"Permitted Encumbrances" means any

(i) Utility, access and other easements and rights of way, restrictions and exceptions that do not, individually or in the aggregate, materially impair the utility or value of the Project or Land for the purposes for which it is intended;

(ii) Liens which are being contested in good faith and for which the Owner has provided security satisfactory to the Agency;

(iii) Liens subordinate to the First Mortgage Loan arising due to any monies loaned in connection with the Project or other monies loaned to the Owner, provided such liens are disclosed to and approved by the Agency in writing; and

(iv) Any other encumbrances approved by the Agency in writing.

"Project" means the multifamily residential rental project constructed or otherwise financed with the proceeds of the First Mortgage Loan and all other improvements to be

constructed or located on the Land.

"Qualified Bond Counsel" means an attorney or law firm acceptable to the Agency with respect to the issuance of bonds by States and their political subdivisions for the purpose of financing housing projects.

"Resolution" means the General and Series Resolutions and/or supplemental Resolutions of the Agency authorizing the sale and issuance of the Agency's Bonds, in connection with the financing or refinancing of the Project.

"Security Agreement" means the Security Agreement of even date herewith by and between the Agency and the Owner.

"Servicing Fee" means the servicing fee that is due from the Owner to the Agency as set forth in the First Mortgage Note.

"State" means the State of New Jersey.

"Tax Credits" means low income housing tax credits that the Project may receive pursuant to the Code.

Tax-Exempt Financing" means financing received by the Owner from the proceeds of the tax-exempt Bonds issued by the Agency, the interest on which is excludable from gross income for purposes of Federal or State income taxation. **The Project is not receiving Tax-Exempt Financing.**

"Trustee" means the institution named under the Resolution and designated to act as trustee thereunder with respect to the Bonds, and its successors.

"UCC-1 Financing Statements" means the UCC-1 Financing Statements between the Owner and Agency given by the Owner to the Agency as additional security for the repayment of the First Mortgage Loan.

Section 2. <u>Background and Purpose</u>

The Owner has constructed and/or rehabilitated and shall own, maintain, and operate the Project and the Land. The Project consists of 94 units of housing in the Municipality of Harrison Township, County of Gloucester, State of New Jersey. To obtain financing for the Project, the Owner has applied to the Agency for the First Mortgage Loan pursuant to the provisions of the Act. The Project and the Land constitute a "housing project" as defined in the Act.

In connection with its application for the First Mortgage Loan, the Owner has furnished to the Agency Project information, including the description of the Land on which the Project is to be situated, plans and specifications for the construction and/or rehabilitation of the Project, the tenant population which is to be housed in the Project, the number of units of each type to be

included therein, the estimated cost of providing the Project, information as to the projected income and expenses of the Project once completed and placed in operation and arrangements for the payments in lieu of taxes with respect to the Project. In approving the application and as a basis for providing the First Mortgage Loan, the Agency has relied upon all of the foregoing Project information.

The First Mortgage Loan is an "eligible loan," as defined in the Act, and is evidenced by the First Mortgage Note and is secured by the First Mortgage, which constitutes a valid first lien on the Project and Land. The Agency intends to make the First Mortgage Loan from funds obtained or to be obtained through the issuance of Bonds. To secure payment of the Bonds, if issued, the Agency will pledge payments due from the Owner from its repayment of the First Mortgage Loan, when made. As a condition of the Agency's approval of the Owner's application for the First Mortgage Loan, the Owner and the Agency have entered into the Loan Documents.

In addition to the First Mortgage Loan, the Owner has obtained and the Agency has approved funding for the Project as follows:

(a) A mortgage loan by the New Jersey Department of Community Affairs for funds in the amount of $2,600,000 from its Balanced Housing Neighborhood Preservation Loan Program. This Mortgage Loan is evidenced by the Mortgage Note and secured by a Mortgage, junior and subordinate in all respects to the First Mortgage lien held by the Agency;

(b) Low-income Housing Tax Credits, in the amount of $7,163,680, subject to adjustment, and capital contributions from the Investment Member of the Owner in the amount of $5,959,909, paid to the Owner in respect of the Low-income Housing Tax Credits and other benefits of ownership;

(c) A mortgage loan by the Volunteers of America Delaware Valley, Inc. for AHP funds from the Federal Home Loan Bank of New York in the amount of $447,608 to the Owner. This AHP Loan is evidenced by the AHP Promissory Note and secured by a Mortgage and Security Agreement junior and subordinate in all respects to the First Mortgage lien held by the Agency and junior and subordinate in all respects to the New Jersey Department of Community Affairs Balanced Housing Neighborhood Preservation Loan Program Mortgage and Mortgage Note;

(d) The Owner will make an investment in the Project as provided in Section 42 of this Agreement.

Section 3. <u>Residential Rental Property</u>

The Owner hereby represents, covenants, warrants and agrees that:

(a) The Project shall be owned, managed, and operated exclusively as a multi-family residential rental property and, in the event the Project receives Tax-Exempt Financing, as a Residential Rental Project. The Project shall be comprised of a building or structure or several

buildings or structures containing similarly constructed dwelling units, together with any functionally related and subordinate facilities and such other non-dwelling units as approved by the Agency, except that in the event the Project receives Tax-Exempt Financing or Tax Credits, the Project shall consist solely of a Residential Rental Project and no commercial or other facilities may be part of the Project unless permitted by the Agency, the Code or IRS Regulations.

(b) The Project shall contain one or more similarly constructed dwelling units, each of which will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or a family including a living area, a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(c) None of the units in the Project will be utilized at any time for an initial lease term of less than six months or as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home, life care facility, trailer court or park.

(d) All of the units shall be rented or available for rent on a continuous basis to members of the general public and the Owner will not give preference to any particular class or group in renting the dwelling units in the Project, except to the extent that dwelling units are required to be leased or rented to tenants as provided under Section 4 of this Agreement.

(e) In the event the Project receives Tax-Exempt Financing or Tax Credits, the Project shall comply with any additional requirements of the Code or IRS Regulations dealing with the residential character of the Project.

Section 4. <u>Occupancy Restrictions Governing Tenant Income</u>

The Owner acknowledges that as a condition of receiving financing pursuant to the Act, there are limits on the maximum income that tenants may earn in order to be eligible to lease, occupy, and/or reside in a unit at the Project. The Owner agrees to comply with the income restrictions as set forth in the Act and the Agency Regulations promulgated under the Act governing income restrictions.

The Owner also acknowledges that, in the event the Project receives Tax-Exempt Financing or Tax Credits, there are additional limits on the maximum income that tenants may earn in order to be eligible to lease, occupy and/or reside in a unit at the Project. In such event, the Owner agrees to comply with the income restrictions as set forth in the Code or IRS Regulations governing income restrictions. The Owner also agrees to comply with the income limitations as set forth in the Agency's financing commitment as approved by its Board on August 15, 2002.

In compliance with the foregoing income restrictions, the Owner agrees to rent 30% of the units to tenants earning 60% or less of the area median income; 40% of the units to tenants earning 50% or less of median income and 30% of the units to tenants earning 40% or less of

median income as adjusted for family size, as defined by the United States Department of Housing And Urban Development, from time to time. The Owner acknowledges that if the income restrictions set forth in this paragraph are more restrictive than the restrictions prescribed under the Act and/or the Code, that the Owner will abide by such restrictions as an inducement for and part of the consideration for the Agency to make the First Mortgage Loan.

Section 5. Representations, Warranties and Covenants of the Owner

The Owner represents, warrants and covenants that:

(a) The Owner (i) is a limited liability company duly organized and validly existing under the laws of the State, duly authorized to transact business in the State and a qualified housing sponsor within the meaning of the Act, (ii) has provided the Agency with a true and complete filed copy of its Certificate of Formation and Operating Agreement with all amendments to any such documents, (iii) has the power and authority to own its properties and assets including the Project and Land and to carry on its business as now being conducted (and as now contemplated), and (iv) has the power to execute and perform all the undertakings of this Agreement, and the other Loan Documents.

(b) To the best of the Owner's knowledge after due and diligent inquiry, the execution and performance of this Agreement, the other Loan Documents and other instruments required pursuant to this Agreement by the Owner (i) shall not violate or, as applicable, have not violated, any provision of law, rule or regulations, any order of any court or other agency or government or any provision of any document to which the Owner is a party, and (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature other than the liens created hereby or permitted hereunder.

(c) All necessary action has been taken by the Owner to authorize the Owner's execution, delivery and performance of the Loan Documents.

(d) The Loan Documents have been duly executed and delivered by the Owner and constitute the valid and legally binding obligations of the Owner, enforceable against the Owner in accordance with their respective terms.

(e) The Owner has, at the time of execution of this Agreement, good and marketable fee simple title to the Project and Land free and clear of any lien or encumbrance, except for Permitted Encumbrances. It will continue to retain ownership of the Project and Land during the term of the First Mortgage, subject to the terms of this Agreement and the other Loan Documents, the Act, the Agency Regulations, and if applicable, the Code or IRS Regulations.

(f) There is no arbitration, mediation or other dispute resolution proceeding now pending or, to the knowledge of the Owner after due and diligent inquiry, threatened against or affecting it, or any if its properties or rights, which, if adversely determined, would materially impair its right to carry on business as now conducted, or as contemplated to be conducted under

this Agreement, or would materially adversely affect its financial condition.

(g) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner after due and diligent inquiry, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

(h) The operation of the Project in the manner presently contemplated and as described in this Agreement will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto. The Owner has caused the Project to be designed in accordance with all Federal, State and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality. Further, the Owner has or will receive all necessary governmental approvals and building permits for the Project.

(i) The Owner has filed or caused to be filed by it all Federal, State and local tax returns which are required to be filed by it, and has paid or caused to be paid all taxes as shown on said return(s) or on any assessment received by it, to the extent that such taxes have become due.

(j) The Owner is not in material default in the performance, observance or fulfillment of any other obligations, covenants or conditions contained in any material agreement or instrument to which it is a party.

(k) To the best of its knowledge after due and diligent inquiry, the information contained in the legal description of the Land as set forth in Schedule "A" is accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(l) If the Agency issues Bonds to finance the Project, all information contained in the Preliminary Official Statement and Official Statement as it relates to the Owner, the Project and the Land, as of the date on which the Preliminary Official Statement and Official Statement are furnished to the underwriter, did not and will not contain any untrue statement of a material fact and did not and will not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(m) The Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof or the Loan Documents and in any event the Owner acknowledges that the requirements of this Agreement and the other Loan Documents are paramount and controlling as to the rights and obligations therein and shall supersede any other requirements set forth in any agreements in conflict therewith.

(n) All statements contained in all applications, correspondence or other materials as amended from time to time and delivered to the Agency by the Owner in connection with its First Mortgage Loan or relating to the Project and/or the Land are accurate in all material respects and do not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(o) The Owner will not permit any modification or amendment of the Owner's charter, articles of incorporation or association, by-laws or partnership agreement or other governing instrument or instruments, or a transfer of any stock or ownership interest, which would materially impair its right to carry on business as now conducted, or as contemplated to be conducted under this Agreement.

(p) The representations, covenants and warranties of the Owner contained in this Agreement on the date of its execution are true and shall continue to be true at all times during the term of this Agreement. The Owner has a continuing obligation to notify the Agency if any of the representations, covenants and warranties contained in this Agreement are no longer true.

(q) No event has occurred and no condition exists which constitutes an Event of Default under this Agreement or the other Loan Documents or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default.

(r) A true copy of the entire contract for construction of the Project, with all modifications and addenda to date, has been delivered to the Agency and no default exists under said contract.

(s) The Owner has entered into an agreement with the municipality in which the Land is situated providing for real property tax abatement or payments in lieu of taxes by the Owner with respect to the Project and Land; a true copy of such agreement including any amendments thereto has been furnished to the Agency; such agreement is in full force and effect and no proceedings questioning its validity are pending or threatened.

(t) The Owner has provided the Agency with a 100% payment and performance Bond or such other form of security acceptable to the Agency to ensure that the Project has been properly completed in accordance with the plans and specifications and that all contractors, subcontractors, suppliers, materialmen, and vendors performing work on the Project have been paid.

(u) The Owner has obtained valid releases acceptable to the Agency from all contractors and subcontractors who have performed work on the Project or made other financial provisions satisfactory to Agency staff and consistent with the Agency's first lien requirements, ensuring against the attachment or otherwise securing the discharge of any construction lien.

Section 6. Environmental Representations, Warranties and Covenants of the Owner

The Owner represents, warrants and covenants as follows:

(a) Neither Owner nor, to the best of the Owner's knowledge, information and belief, any prior owner or any current or prior tenant, subtenant, or other occupant of all or any part of the Project or Land has used or is using Hazardous Materials on, from or affecting the Project or Land in any manner that violates any Environmental Law, and no Hazardous Materials have been or will be disposed of or stored on the Project or Land intentionally or unintentionally, directly or indirectly, or by any person whether related or unrelated to Owner.

(b) To the best of Owner's knowledge, information and belief after due diligent inquiry, it has received no notice from any person or entity, public or private, claiming any violation of any Environmental Law with regard to the Project or Land. To the best of Owner's knowledge, information and belief after due diligent inquiry, there have been no claims, litigation, administrative proceedings, whether actual or threatened, or judgments or order relating to any Hazardous Materials, hazardous wastes, discharges, emissions, or other forms of pollution relating to the Project and/or Land.

(c) The Project and Land does not contain any asbestos-containing material in friable form, and there is no current and will be no future airborne contamination of the Project or Land by asbestos fiber, including any potential contamination that would be caused by maintenance or tenant activities in the Project.

(d) To the best of the Owner's knowledge, information and belief, there have been no Hazardous Materials, hazardous substances or hazardous wastes, as defined by the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. (P.L. 1993, C.112), Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 et seq.), CERCLA as amended (42 U.S.C. Subsection 9601 et seq.), or any other applicable Environmental Laws generated, manufactured, refined, transported, treated, stored, handled, discharged, spilled or disposed of on the Project and/or Land.

(e) There are no underground storage tanks in the Project or on the Land except as disclosed to the Agency in the Phase I Environmental Site Assessment prepared by React Environmental Services, Inc. dated March 12,2001 (the "Environmental Report"), a copy of which was provided to the Agency. The Owner agrees to maintain, operate, monitor or close all underground storage tanks strictly in compliance with the applicable Environmental Laws.

(f) There is no lead-based paint hazard at the Project and no lead-contaminated soil on the Land except as disclosed to the Agency in the Environmental Report. The Owner agrees to perform any lead-hazard abatement or remediation activities with the approval of the Agency and strictly in compliance with applicable Federal and State laws and regulations. The Owner of any housing constructed prior to 1978 ("Target Housing") agrees to provide lead warning statements and to disclose known lead-based paint hazards to all tenants and prospective tenants in Target Housing as required by 42 U.S.C. Section 4852d and the

Federal regulations promulgated thereunder.

(g) Owner has obtained a Freshwater Wetlands transition area waiver, No. 0808-91-0002.7-FWTW (the "Transition Area Waiver") from the New Jersey Department of Environmental Protection and Energy (N.J.D.E.P.E.) establishing a modified transition area, pursuant to the New Jersey Freshwater Wetlands Protection Act, as amended, N.J.S.A. 13:9B-1 et seq., and the rules and regulations promulgated thereunder. The Transition Area Waiver allows development of the Project and the Land outside the boundaries of the Modified Transition Area, as established by D.E.P.E. Pursuant to the requirements of D.E.P.E., the Owner has entered a Declaration of Restriction for Modified Transition Area, dated February 28, 2003 (the "Declaration"), and recorded it on March 3, 2003 in the Office of the Gloucester County Clerk, at Docket No. 16217, Deed Book 3556 at page 136, which defines a Modified Transition Area, by attached legal descriptions, and precludes certain development activities in the Modified Transition Area without the consent of D.E.P.E. The Owner has constructed the Project outside the boundaries of the Modified Transition Area, so identified, and the Project, as constructed, is in compliance with the New Jersey Freshwater Wetlands Protection Act, as amended, N.J.S.A. 13:9B-1 et seq., and the rules and regulations promulgated thereunder, and the restrictions contained within the Declaration.

(h) The Owner will construct, maintain, and operate the Project and Land, and will cause its tenants to use and operate the Project and Land, in compliance with all Environmental Laws.

Section 7. <u>Reporting Requirements</u>

The Owner agrees to comply with the following reporting requirements:

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

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

(c) The Owner shall maintain complete and accurate records beginning with the date of initial occupancy pertaining to the income of each tenant and rent charged to tenants residing in the Project, and shall permit, with or without notice to the Owner, any duly authorized representative of the Agency to inspect the books and records of the Owner pertaining to the incomes of and rent charged to all tenants residing in the Project.

(d) The Owner shall maintain and/or provide to the Agency such other reports, records and information as required by the Act, the Agency Regulations or, if applicable, the Code or IRS Regulations.

Section 8. Covenants to Run With the Land

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

(b) Upon termination of this Agreement in accordance with Section 9 hereof, said covenants, reservations and restrictions shall expire and in such event, the Agency shall, at the expense of the Owner, execute any and all instruments reasonably required to evidence of record the satisfaction, cancellation and discharge of this Agreement.

Section 9. Term

This Agreement shall remain in full force and effect until all indebtedness from the Owner to the Agency with respect to the Project shall have been paid in full in accordance with the provisions of this Agreement, the First Mortgage Note and the other Loan Documents, provided however that if the First Mortgage Loan is prepaid, this Agreement shall remain in effect as provided in the Agency Regulations governing prepayment.

Section 10. Disbursement

Upon and subject to the terms and conditions of this Agreement, the First Mortgage and the First Mortgage Note, the Agency agrees to disburse to the Owner as described herein a First Mortgage Loan in the aggregate amount of the lesser of (a) the principal sum set forth in the First Mortgage Note or (b) 90 percent of the total Project cost established by the Agency.

Section 11. Insurance; Condemnation

During the term of the First Mortgage Loan, the Owner shall cause all the buildings on the premises and the fixtures and articles of personal property covered by the First Mortgage to be insured against loss by fire and against loss by such other hazards as may be required by the Agency for the benefit of the Agency including but not by way of limitation flood insurance if any part of the Project is located in an area designated by or on behalf of the Federal government as having specific flood hazard. Such insurance shall be written by such companies, in such forms as are satisfactory to the Agency, in an amount not less than the full replacement value of the Project. The Owner shall assign and deliver the policies to the Agency. The Agency shall be listed as mortgagee, loss payee and additional insured under such policies. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days written notice to the Agency. If the Agency shall not receive evidence satisfactory to it of the existence of effective insurance coverage as required by the Agency, the Agency may (but shall not be required to) obtain such coverage, and the Owner shall reimburse the Agency on demand for any premiums paid for insurance procured by the Agency, and until so reimbursed the amount of such premiums shall be added to the principal sum as defined in the First Mortgage Note and shall bear interest at the interest rate in the First Mortgage Note.

If the Project shall be damaged, destroyed or taken by condemnation (in whole or in part), the Agency shall direct the Owner to promptly reconstruct the Project to substantially the same condition as existed prior to such damage, destruction or condemnation, with such changes, alterations and modifications as may be desired by the Owner and approved by the Agency, provided that the plans and specifications for reconstruction of the Project are approved by the Agency and, in the Agency's reasonable determination, the proceeds of the insurance or of the damages or award received as a consequence of such damage, destruction or condemnation, together with any other money available for such purpose, are sufficient to pay the cost of such reconstruction and upon completion of the reconstruction of the Project it shall be financially feasible.

In the event of reconstruction of the Project, the Agency, upon receipt of a written request by the Owner that payments are required for such purpose, shall apply so much as may be necessary of such proceeds of the insurance and any investment income earned thereon to the payment of the costs of such reconstruction as such work progresses.

No money shall be disbursed to pay the costs of reconstruction unless no Event of Default exists hereunder and unless the Agency first shall have received all of the following:

(a) a certificate from the Owner to the effect that:

(1) the full amount of such disbursement and all of the prior disbursements constitute proper and reasonable costs of reconstruction work performed or materials delivered to the site of the Project;

(2) all work performed and material furnished for the reconstruction of the Project have been in accordance with plans and specifications; and

(3) all such work has been performed to the satisfaction of the architect retained to prepare the plans and specifications for reconstruction of the Project.

(b) appropriate insurance from a title insurance company, licensed to do business in the State and acceptable to the Agency, insuring that there are no liens or encumbrances on the Project other than Permitted Encumbrances;

(c) if the location of any improvement is to be altered, a currently dated, certified survey showing that all improvements are on the Land within any required set-backs and do not encroach on the real property of others; and

(d) a certificate signed by the Owner that the Project remains financially feasible.

If in the Agency's reasonable determination, the proceeds of the insurance or of the damages or award received as a result of damage, destruction or condemnation together with any other money available for such purpose are not sufficient to pay the cost of reconstruction or if the Project will not be financially feasible upon such reconstruction, then the proceeds of such insurance shall be applied to the indebtedness on the First Mortgage Loan. Nothing in this Section shall affect the lien of this Agreement and the First Mortgage Loan or the liability of the Owner for payment of the entire balance of the First Mortgage Loan.

The Owner shall maintain continuously in effect such other insurance coverage of the types and in the amounts specified by the Agency, including worker's compensation insurance and other insurance required by law with respect to employees of the Owner, and liability insurance with limits of not less than $1,000,000 per accident or occurrence on account of personal injury, including death resulting there from, and $1,000,000 per accident or occurrence on account of damage to the property of others, and a blanket excess liability policy in an amount not less than $20,000,000, protecting the Owner and the Agency against any loss or liability or damage for personal injury or property damage with respect to the Project. The Owner shall also maintain use and occupancy insurance covering loss of revenues derived from the Project by reason of interruption, total or partial, of the use of the Project resulting from loss or physical damage thereto in an amount not less than one year's gross rental income. The Owner shall carry fidelity bond insurance covering all employees of the Owner authorized to handle the revenues derived from the Project in an amount equal to one-half times the maximum monthly rent roll.

In the event the Project receives financing from proceeds of Bonds, the Owner covenants and agrees to provide such additional insurance coverage as required in the Resolution.

Section 12. <u>Taxes, Payments in Lieu of Taxes and Other Municipal Charges</u>

The Owner covenants and agrees to pay all taxes, payments in lieu of taxes, assessments,

water charges, sewer charges, and other charges imposed on the Project or Land by the municipality, county, State or other governmental body having jurisdiction over the Project. If such charges are not paid by the Owner, the Agency may pay the same. Any such sum(s) so paid by the Agency shall be payable by the Owner on demand by the Agency and until paid the amount of such sums shall be added to the principal sum as defined in the First Mortgage Note, and shall bear interest at the interest rate in the First Mortgage Note.

Section 13. Liens and Encumbrances

The Owner covenants and agrees to maintain its right, title and interest in the Project, Land and all items enumerated in the First Mortgage, as security for repayment of the First Mortgage Loan, free and clear of all liens, security interests and other encumbrances except for Permitted Encumbrances and those exceptions identified and set forth in a certain title insurance commitment issued to the Agency by Keystone Agency, Inc. as agents for Lawyers Title Insurance Corporation, dated March 7, 2003 and identified as Title # 00-2060-NJ(Rev)II, continued to the date of this Agreement, as accepted by the Agency. The foregoing covenant and agreement shall not prevent the Owner from leasing or renting the Project or Land in the manner as otherwise provided in this Agreement. Except with the written consent of the Agency, the Owner will not install any item of tangible personal property as part of the fixtures or furnishings of the Project which is subject to a purchase money lien or security interest.

The Agency may, at its sole option, pay the amount necessary to discharge any lien or other encumbrance, and the Owner shall reimburse the Agency upon demand for any amounts so paid. Until reimbursement of the Agency of any amounts so paid, such amount shall be added to the principal sum as defined in the First Mortgage Note and shall bear interest at the interest rate in the First Mortgage Note.

Section 14. Maintenance, Repair and Replacement

The Owner covenants and agrees to maintain the Project and the Land, including, but not limited to, the dwelling units contained therein, any related facilities, the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing accommodations. In the event that any investigation, site monitoring, containment, clean-up, removal, restoration, remediation, or other remedial work of any kind or nature (the "Remedial Work") is required under any applicable Environmental Laws at, on, about, under or within the Project or Land, the Owner agrees to commence and diligently perform and complete such Remedial Work in compliance with all applicable Environmental Laws, at its own expense. In the event the Owner shall fail to timely commence, perform and complete such Remedial Work, the Agency may, at its sole and absolute discretion, cause such Remedial Work to be performed and the Owner shall reimburse the Agency upon demand for all costs incurred by the Agency in connection with the performance, completion and monitoring of such Remedial Work. Until reimbursement of the Agency of any costs so incurred, such amount shall be added to the principal sum as defined in the First Mortgage Note and shall bear interest at the interest rate in the First Mortgage Note.

The Owner will not make any substantial alteration in the Project without the consent of the Agency, nor will the Owner permit the removal of any fixtures or other items securing the First Mortgage Loan except with the consent of the Agency and in connection with the replacement thereof with appropriate property of at least equal value that is free of all liens or claims.

The Owner will not demolish any part of the Project, substantially subtract from or permit any waste of the real or personal property comprising the Project or Land, or make any alteration which will increase the hazard of fire or other casualty.

Section 15. Advance Amortization Payments

Because the public purposes of the Agency include maximizing the period during which the dwelling units in the Project are available to persons whose incomes do not exceed the maximums provided by the Act, the Agency Regulations, and if applicable, the Code or IRS Regulations, the Owner shall not make any advance principal repayment except as allowed by the Agency Regulations and if the Project is financed by Bonds, as allowed under the Resolution. With respect to any advance amortization payment, if the Agency shall have consented thereto, the Owner shall, if the First Mortgage Loan is financed from Bonds, pay to the Agency an amount sufficient (a) to enable the Agency to redeem Bonds of the appropriate series in the principal amount as required under the Resolution, (b) to pay the interest accrued and to accrue on the Bonds to be redeemed to the redemption date thereof, (c) to pay the redemption premium, if any, on the Bonds to be redeemed, (d) to pay the cost and expense of the Agency in effecting the redemption of the Bonds to be redeemed including legal fees of the Agency, as determined by the Agency, including any investment shortfall resulting from liquidation of investments, and (e) to pay any other cost, expense and liability incurred by the Agency in connection with the financing of the Project and issuance of its Bonds for such purpose not previously paid or provided for by the Agency including, without limitation, underwriting discount or other unamortized Bond discount; provided, however, that only the amount of such advance amortization payment applied as provided in (a) above shall be credited against the unpaid balance of the First Mortgage Loan.

Section 16. Reserves and Escrow Payments

On the date of the execution of this Agreement, the Owner will deposit with the Agency the following amounts which will serve as a reserve against late payments and be available to pay expenses when due:

(a) one monthly installment of debt service on the First Mortgage Note, including principal and interest;

(b) an amount equal to one-half (1/2) of the estimated annual insurance payments; and

(c) an amount equal to one-quarter (1/4) of the estimated annual real property taxes or payments in lieu of taxes.

Commencing with the first day of the first month following the date of this Agreement and each month thereafter, the Owner will pay to the Agency, along with the monthly principal and interest payment, the following:

(d) one-twelfth (1/12) of the estimated annual amounts necessary to pay taxes or payments in lieu of taxes and insurance premiums;

(e) one-twelfth (1/2) of the amount equal to **$350** per unit or such sum as the Agency may determine pursuant to its established management policy as a reserve for repairs and replacement.

All reserve and escrow payments required pursuant to this Section shall be held in accounts under the sole control of the Agency and shall be paid out for the benefit of the Project as needed on request of the Owner or on the Agency's own initiative. Any interest which may be earned on such reserves shall remain in the escrow accounts and shall be used for similar purposes unless the Owner and Agency mutually agree to apply the funds to some other Project purpose.

If the Agency reasonably determines that the payments specified herein are insufficient to insure prompt payment of taxes, payments in lieu of taxes, insurance premiums, or to properly fund painting, decorating, repair and replacement needs with respect to the Project, then the Agency may require increases in the required payments necessary to assure proper funding.

Section 17. <u>Compliance Requirements</u>

The Owner covenants and agrees to comply with the Act and the Agency Regulations, and with any amendments or supplements to the Act or Agency Regulations. If the Project receives Tax-Exempt Financing or Tax Credits, the Owner covenants and agrees to comply with the Code or IRS Regulations and with any amendments or supplements to the Code or IRS Regulations, and, in addition, if the Project receives Tax-Exempt Financing, the Owner shall comply with its representations and covenants in the Tax Certificate throughout the term hereof.

The Owner acknowledges that the proceeds of the First Mortgage Loan have been or are expected to be funded through the issuance of Bonds. The Owner agrees that it will execute and be bound by any amendments to this Agreement or the other Loan Documents and any additional documents as may be required by Qualified Bond Counsel for the issuance of the Bonds and/or to comply with the Code or IRS Regulations. The Owner further agrees to comply with any other requirements of the Agency that Qualified Bond Counsel reasonably believes to be necessary in connection with its marketing and issuance of Bonds. To the extent any amendments, modifications or changes to the Code or IRS Regulations shall, in the written opinion of Qualified Bond Counsel, impose requirements upon the construction, rehabilitation, ownership, occupancy or operation of the Project, the parties agree that this Agreement and/or the other Loan Documents shall be amended and modified in accordance with such requirements. The parties hereto agree to execute, deliver, and record, if applicable, any and all documents or

instruments necessary in the opinion of and in the form approved by Qualified Bond Counsel to effectuate the intent of this Section.

If the Project receives financing from proceeds of Bonds, the Owner acknowledges receipt of the Continuing Disclosure Agreement, and the Owner agrees that in the event it subsequently becomes an "Obligated Person" meeting the objective criteria set forth in the Continuing Disclosure Agreement, it shall provide the Agency with the Obligated Person Data (as defined in the Continuing Disclosure Agreement) and the audited general financial purpose financial statements referred to in the Continuing Disclosure Agreement at the times necessary so as to allow the Agency to file the Annual Reports provided for in the Continuing Disclosure Agreement.

The Owner and Agency acknowledge that the Owner is **Not** receiving Tax-Exempt Financing and **Is** receiving Tax Credits. Accordingly, the Owner acknowledges that **None** of the provisions concerning Tax-Exempt Financing are applicable and that **All** of the provisions concerning Tax Credits are applicable.

Section 18. Lease of Dwelling Units - Maximum Rents

The Owner shall offer dwelling units for lease and occupancy in strict accordance with the Act or Agency Regulations governing tenant marketing, eligibility and selection. The form of lease to be used by the Owner in leasing to residential tenants shall be previously approved by the Agency and shall comply in all respects with the Agency Regulations and the requirements of the Agency. Initial rents may not exceed such amounts as approved by the Agency. In the event the Project receives Tax-Exempt Financing or Tax Credits, rents may not exceed such amounts as prescribed by the Code or IRS Regulations. The form and terms of all leases for any other portion of the Project and/or Land, if permitted under this Agreement, are subject to the prior consent of the Agency. Rent increases for any dwelling unit shall be made pursuant to procedures prescribed by the Agency Regulations, or if applicable, the Code or IRS Regulations.

Section 19. Consideration for Lease

The Owner covenants and agrees not to require as a condition of the occupancy or leasing of any dwelling unit in the Project and not to accept or allow any employee or agent to accept any consideration other than the prepayment of the first month's rent plus a security deposit not in excess of one and one-half 1 1/2 month's rent unless otherwise approved in writing by the Agency to guarantee the performance of the covenants of the lease or occupancy agreement.

Section 20. Tenant Security Deposit

The Owner covenants and agrees to deposit all monies paid to the Owner by any residential tenant as a security deposit for the payment of rent in a separate interest bearing bank account held and maintained in accordance with applicable law and instructions of the Agency as to its custody and control.

Section 21. Account for Project Revenues

The Owner covenants and agrees to establish an account for Project revenues with a bank or trust company or savings and loan institutions approved by the Agency and maintaining an office within the State, the deposits of which are insured by the Federal Deposit Insurance Corporation. "Project Revenues" shall mean all rents and other revenues of any type whatsoever received in respect of the Project or the Owner, except for advances of the First Mortgage Loan. Project Revenues shall be deposited in such account. If the Agency so elects, this account shall be under the joint control of the Agency and the Owner, with all withdrawals requiring a countersignature by one of the authorized representatives of the Agency.

The Owner may not withdraw or use Project Revenues except to pay debt service due under the First Mortgage Note, the Servicing Fee or other Project expenses reasonably approved by the Agency or return on investment payments due under Section 42 hereof. Project Revenues may not be transferred to or invested in any other accounts or investment vehicles, except as permitted by Agency Regulations.

Section 22. Inspection of Premises

The Owner covenants and agrees to permit the Agency, its agents or representatives to enter upon and inspect the Project without prior notice, pursuant to the provisions of the Act.

Section 23. Books and Records

The Owner covenants and agrees to maintain adequate books and records of its transactions with respect to the Project in the form required by the Agency. Such books and records shall be available for inspection and audit by the Agency or its agents at any time during business hours, with or without notice, pursuant to the provisions of the Act. The Owner further covenants and agrees to cause its financial affairs to be audited at least annually by independent certified public accountants and shall furnish the Agency with the audit report of such accountants when received and in any event within three (3) months of the close of each of its fiscal years. The Owner shall adopt and use such uniform systems of accounts and records as may from time to time be required by the Agency.

Section 24. Management Contract

The Owner may, and if the Agency so elects, shall, contract for the services of a firm experienced in real estate management to act as the managing agent for the Project. The selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be subject to the approval of the Agency, and any contract for the employment of any managing agent shall provide that such contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and managing agent; provided, that the Owner and/or the managing agent shall reserve their rights to challenge or contest the basis for such termination .

Ingerman Management Company is approved to be the management agent for the Project

Section 25. Prohibited Actions

Except with the express approval of the Agency, the Owner shall not:

(a) incur any liabilities except in connection with the acquisition, construction, rehabilitation, repair, improvement and rental of the Project and Land, and its operation and maintenance;

(b) engage in any business activity except the ownership and operation of the Project and Land;

(c) enter into contracts to be paid from Project Revenues for managers, attorneys, accountants, or other services without the prior written approval of the Agency;

(d) pay more than the fair market value thereof for goods or services;

(e) transfer or invest Project Revenues in any other accounts or investment vehicles, except as permitted by Agency Regulations; or

(f) pay compensation from Project Revenues to any officer, director, member, partner, or shareholder in his capacity as such or make any cash distribution to any of the foregoing; provided, however, that if no Event of Default has occurred, the Owner may make distributions annually of a return on investment in an amount not to exceed the amount permitted under the Act, the Agency Regulations, and then only to the extent of its retained earnings not previously distributed, or as otherwise approved by the Agency. The Owner, however, shall not make any distribution payment without the express agreement of the Agency that retained earnings (or other funds) are available for such distribution.

Section 26. Change of Owner Status

The Owner shall not dissolve, liquidate, sell, transfer, convey or exchange the Project and/or Land or any portion thereof without prior approval of the Agency and the Owner's compliance with the Agency Regulations. The Owner shall not dissolve, liquidate, sell, transfer, convey or exchange any shares, partnership or other ownership interest in the Owner except in accordance with the Agency Regulations. The Owner shall notify in writing and obtain the agreement in writing of any buyer or successor or other person acquiring the Project or Land or any interest therein, in a form acceptable to the Agency, that such acquisition is subject to the requirements of the Loan Documents, Act and Agency Regulations and, if applicable, the Code or IRS Regulations. This notice provision shall not act to waive any other Agency restriction on such dissolution, liquidation, sale, transfer, conveyance or exchange.

Section 27. Estoppel

Within ten (10) business days of demand by the Agency, the Owner will furnish to the Agency in writing a statement of the outstanding balance of the principal sum plus all the accrued interest remaining due on the First Mortgage Loan, together with a statement of any defenses which may exist as to any liability of the Owner on the First Mortgage Note, or otherwise hereunder. Within ten (10) business days of request by the Owner, the Agency will furnish to the Owner in writing a statement of the outstanding balance of the principal sum plus all the accrued interest remaining due on the First Mortgage Loan.

Section 28. Financing Statements

The Owner hereby irrevocably authorizes the Agency to execute on its behalf one or more UCC-1 Financing Statements or renewals thereof in respect of any of the security interests granted by the First Mortgage or the Security Agreement. The Owner hereby assigns all its rights and interests in accounts established under this Agreement to the Agency, to the extent that such interest may be needed, pursuant to this Agreement. Upon demand by the Agency, the Owner shall execute one or more UCC-1 Financing Statements or renewals thereof.

Section 29. Assignment

The Owner hereby consents to any assignment of the Agreement by the Agency. No assignment or delegation of this Agreement by the Owner is permitted unless approved in writing by the Agency. If assigned, all rights, duties, obligations and interest arising under this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Section 30. Defaults

Each of the following shall be an Event of Default:

(a) failure by the Owner to pay more than ten (10) days after the due date any installment of principal or interest under the First Mortgage Note, or on the Servicing Fee or any other payment required by the Owner to the Agency or any other person pursuant to the terms of this Agreement, the First Mortgage Note, or the other Loan Documents;

(b) commission by the Owner of any act prohibited by the terms of this Agreement, or the other Loan Documents, or failure by the Owner to perform or observe in a timely fashion any action, obligation or covenant required by any of the terms of this Agreement or the other Loan Documents or failure by the Owner to produce satisfactory evidence of compliance therewith. The events set forth in this subsection shall not constitute Events of Default until the prohibited acts or failure to perform or observe shall remain uncured for a period of thirty (30) days after the Agency's written notice to the Owner, specifying such prohibited act or failure and requesting that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the prohibited act or failure stated in each notice is correctable, but cannot be corrected within the 30-day period, the Agency may consent to an extension of up to 120 days from the delivery of

the written notice referred to herein if corrective action is instituted by the Owner within the initial 30-day period and diligently pursued.

(c) the filing by the Owner under any Federal or State bankruptcy or insolvency law or other similar law, or any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;

(d) the filing against the Owner of a petition seeking an adjudication as a bankrupt or the appointment of a receiver for the benefit of its creditors which shall not have been dismissed within forty-five (45) days of the filing thereof, or the adjudication of the Owner as a bankrupt or the appointment of a receiver for the benefit of its creditors; or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of the Owner or of any of its property or the taking of possession of the Owner or any of its property for the benefit of its creditors and such order remains in effect or such possession continues for more than forty-five (45) days;

(e) the occurrence of substantial destruction of the Project by an uninsured casualty or the inability to replace or restore the Project in accordance with Section 11;

(f) any representation in conjunction with the Loan Documents or the Project by or on behalf of the Owner which is false or misleading in any material respect or any covenant, warranty, or representation of the Owner which is breached;

(g) any occurrence which results in the dissolution or liquidation of the Owner pursuant to the formation documents of the Owner;

(h) failure to comply with applicable provisions of the Act, the Agency Regulations, and if applicable, the Code or IRS Regulations, which is not cured within thirty (30) days after written notice to the Owner of the alleged non-compliance or such lesser cure period (or no cure period) if otherwise required pursuant to the Code or IRS Regulations.

Section 31. <u>Remedies</u>

Upon the occurrence of any Event of Default, the Agency may at its option take any one or more of the following actions or remedies and no failure or delay to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

(a) declare the outstanding balance of the principal sum under the First Mortgage Note plus all accrued interest, the Servicing Fee and all other liabilities of the Owner under the Loan Documents to be immediately due and payable;

(b) cease making disbursements from reserves held by the Agency;

(c) apply any reserves held by the Agency or the balance in the accounts for

Project Revenues or any combination of these monies to the payment of the Owner's liabilities under the Loan Documents;

(d) foreclose the lien of the First Mortgage on the Project and Land including, without limitation, all improvements existing or hereafter placed in or on the Project and Land. In any action to foreclose, the Agency shall be entitled to the appointment of a receiver of the rents and profits of the Project as a matter of right, with power to collect the rents, uses, and profits of the Project, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by the First Mortgage without regard to the value of the Project or the solvency of any person or persons liable for payment of the mortgaged indebtedness. The Owner for itself and any such subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment, but nothing herein contained is to be construed to deprive the holder of the First Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits are made express conditions upon which the First Mortgage Loan is made. Upon such foreclosure the Agency shall have the right to have a receiver appointed for the Project and the rent from the Project;

(e) take possession of the Project;

(f) without judicial process, collect all rents and other revenue including Federal and State subsidies as the assignee of the Owner, and apply the same at the Agency's option either to the operation and maintenance of the Project or to the liabilities of the Owner under the Loan Documents and to accept assignment of leases;

(g) act as landlord of the Project and rent or lease the same on any terms or dispossess by summary proceedings or other available means any tenant defaulting under the terms of the lease of a dwelling unit;

(h) take possession of equipment, appliances and other tangible personal property in which a security interest has been granted by the Loan Documents and dispose of the same in any commercially reasonable manner. The Agency shall have the option to dispose of any such equipment and personal property either separately from the Project or Land. In conjunction with a sale of the Project or Land, the Owner agrees that either method of disposition shall be commercially reasonable;

(i) sue under or make effective an assignment by the Owner to the Agency of any warranty for the Project or any contract for construction, rehabilitation, repair, renovation, reconstruction or improvement of the Project, in which event the Agency is specifically empowered by the Owner to exercise any and all rights of the Owner under the said contract or warranty to recover any amount payable to the Owner pursuant to the contract or any such warranty and to settle any such claim or liability and release the same and apply the proceeds of any such suit, settlement or release to the liabilities of the Owner under the First Mortgage Note,

this Agreement, or the other Loan Documents;

(j) sue the Owner for mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement or the other Loan Documents. The Owner agrees with the Agency that the Agency's remedy at law for the violation and nonperformance of the Owner's obligations under this Agreement or the other Loan Documents is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units for the tenants contemplated under this Agreement;

(k) replace the general partner, officers, managers, directors, managing members or partners of, or other persons exercising control over the affairs of the Owner with such person or persons as the Agency in its sole discretion deems advisable, including officers or employees of the Agency, who shall exercise all of the authority of managing general partner or other manager of the Owner; provided that before taking such action, the Agency shall consult with the investment member of the Owner with respect to the appointment of any substitute managing member of the Owner. Such appointment by the Agency shall be for the duration provided in Section 7 (b)(6) of the Act and any person so appointed shall be entitled to the same immunities and compensation as provided in such Act. If the Agency decides to remove and replace the general partner, officers, managers, directors, managing members or partners of the Owner pursuant to its rights under the Act, the Agency may require from the newly appointed officers, managers, directors, managing members or partners a deed to the Project in lieu of foreclosure.

Notwithstanding the above enumeration of remedies, the Agency shall have available to it all other remedies provided at law or in equity or any other action permitted by law.

Section 32. <u>Anticipatory Breach</u>

If the Owner threatens to commit a breach of any of the provisions of this Agreement or the other Loan Documents, the Agency shall have the right, without posting bond or other security, to seek injunctive relief or specific performance, it being acknowledged and agreed that any such breach, or threatened breach, will cause irreparable injury to the Agency and that money damages will not provide an adequate remedy. Unless in cases of emergent circumstances, prior to initiating any such action, the Agency will give ten (10) days written notice to the Owner of the Agency's intention to seek injunctive relief or specific performance, and the Owner shall have the right to cure the threatened breach within that ten (10) day period.

Section 33. <u>Expenses Due to Default</u>

All expenses (including reasonable attorney's fees and costs and allowances) incurred in connection with an action to foreclose the First Mortgage or in exercising any other remedy provided by this Agreement or the other Loan Documents, including the curing of any Event of Default, shall be paid by the Owner on demand, together with interest at the interest rate in the

First Mortgage Note whether or not an action or proceeding is instituted. Expenses of foreclosure for purposes of this paragraph shall include the items enumerated in Section 15 of this Agreement.

The Owner hereby acknowledges that if the Project receives Bond financing, the payments to be made by the Owner pursuant to the First Mortgage Note may be used by the Agency to pay interest and principal on the Bonds. In the event that the Owner fails to make any payment due under the First Mortgage Note and the Agency is required to advance funds to pay interest or principal on the Bonds, the Owner shall be required to pay the Agency interest on any amounts so advanced by the Agency on demand, which interest shall be equal to the interest rate in the First Mortgage Note.

Section 34. Amendments; Notices; Waivers

This Agreement may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

No waiver by the Agency of any Event of Default or required performance by the Owner and no course of conduct of the parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Owner under this Agreement, or the other Loan Documents at any time shall preclude enforcement of any of the terms of this Agreement or the other Loan Documents.

Any provision of this Agreement requiring the consent or approval of the Agency for the taking of any action or the omission of any action or otherwise called for under this Agreement, requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.

Notice provided for under this Agreement shall be given in writing signed by a duly authorized officer and any notice required to be given hereunder shall be given by recognized private carrier with acknowledgment or confirmed telecopier or by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

Owner: **Spring Mill Ingerman Associates, L.L.C.**
c/o The Ingerman Group
725 Cuthbert Boulevard
Cherry Hill, New Jersey 08002
Attention: M. Brad Ingerman

Agency: **Executive Director**
New Jersey Housing and Mortgage Finance Agency

637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085

Section 35. Severability

The invalidity of any part or provision hereof shall not affect the validity, legality or enforceability of the remaining portions hereof, and to this end the provisions of this Agreement shall be severable.

Section 36. Personal Liability

Notwithstanding any other provision contained in this Agreement or the other Loan Documents, the Agency agrees, on behalf of itself and any future holder of the First Mortgage Note, that the liability of the Owner, any general or limited partner, member or shareholder of the Owner and their respective heirs, representatives, successors and assigns, for the payment of its obligations under the Loan Documents, including, without limitation, the payment of principal and interest due and other charges due hereunder and thereunder, shall be limited to the collateral pledged under the First Mortgage and the other Loan Documents, and that the Agency shall have no right to seek a personal judgment against the Owner, any general or limited partner, member or shareholder of the Owner, or their respective heirs, representatives, successors and assigns, individually, except to the extent necessary to subject any collateral pledged under the First Mortgage and the other Loan Documents to the satisfaction of the mortgage debt; provided, however, that the Agency shall retain the right to exercise any and all remedies granted to it under this Agreement and the other Loan Documents, including without limitation the right to sue for injunctive or other equitable relief. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or unlawful acts and shall not apply to such amounts that may be due to the Agency pursuant to Sections 11, 12, 13, 14, 15(c) through (e), 33 and 42.

Section 37. Counterparts

This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 38. Disclaimer of Warranties, Liability, Indemnification

(a) The Owner acknowledges and agrees that (i) the Agency has not heretofore and does not make any warranty or representation, either express or implied as to the value, condition, or fitness for particular purpose or any use of the Project or Land or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Agency or its agents or employees be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or any of the other Loan Documents or from the acquisition, construction, rehabilitation, reconstruction, repair, improvement, ownership, operation or maintenance of the Project or Land or any items or

services provided for in this Agreement or the other Loan Documents; and (iii) during the term of this Agreement and the other Loan Documents and to the fullest extent permitted by law, the Owner shall indemnify and hold the Agency harmless against, and the Owner shall pay any and all liability, loss, cost, damage, claims, judgments or expenses of any and all kinds or nature and however arising, imposed by law, which the Owner and the Agency may sustain, be subject to, or caused or incurred by reason of any claim, suit or action based upon personal injury, death or damage to property or any other damage or loss sustained, whether real, personal or mixed, or arising out of any alleged violation of the Environmental Laws or the alleged use, storage or disposal of Hazardous Materials by the Owner or by any person or entity or other source related to the Project or Land, or upon or arising out of contracts entered into by the Owner, or arising out of the Owner's acquisition, construction, rehabilitation, reconstruction, repair, improvement, ownership, operation or maintenance of the Project or Land.

(b) It is mutually agreed by the Owner and the Agency that the Agency and its directors, officers, agents, servants and employees shall not be liable for any action performed under this Agreement, and that the Owner shall hold them harmless from any claim or suit of whatever nature.

(c) Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. (except for N.J.S.A. 59:13-9 thereof). While this statute is not applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to claims arising under this Agreement or the other Loan Documents. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

(d) Notwithstanding the provisions of this Section 38, but in no way intending to reduce the obligations of Owner under this Agreement or the other Loan Documents, in the event the Agency takes possession, ownership and/or control of the Project and commences operating the same, Owner shall not be liable for the acts or omissions of the Agency, its employees, agents or representatives from and after the date of such possession, ownership or control.

Section 39. Filing

This Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located.

Section 40. Governing Law

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

Section 41. Equal Opportunity and Non-Discrimination

The Owner covenants and agrees that it will comply with the Agency guidelines with respect to equal opportunity and non-discrimination in its purchase of goods and services for the

operation and maintenance of the Project throughout the term of this Agreement.

Section 42. Investment Funding and Return on Investment

The Owner agrees to make an investment in the Project and Land in an amount which is not less than 10% of the total Project cost as determined by the Agency pursuant to the Act. In the event the principal sum set forth in the First Mortgage Note that is advanced to the Owner is determined by the Agency to exceed 90% of the total Project cost, the Owner agrees to reimburse the Agency an amount which would reduce the First Mortgage Loan to 90% of the total Project cost.

The total Project cost and the portion thereof that is contributed by the Owner as investment shall be determined by the Agency in accordance with the cost certification procedures under the Act. The Owner shall be eligible for a return on its investment at the rate of **10.17%** annually in the manner set forth in the Agency Regulations

Section 43. Applicability and Conflict of Terms and Conditions

The terms and conditions of this Agreement are applicable for the entire term of this Agreement (as set forth in Section 9 hereof) unless otherwise set forth in this Agreement. In the event of any conflict or inconsistency between the terms and conditions of any of the Loan Documents (including this Agreement), the terms and conditions of this Agreement shall prevail. Notwithstanding the foregoing, the Owner agrees that the Agency may render a decision concerning the intent and/or applicability of any term or condition of the Loan Documents and unless such decision is found to be arbitrary or capricious by a court of competent jurisdiction, the Agency decision shall be final.

Section 44. Miscellaneous

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Agreement is duly executed by the Owner and Agency on the date first set forth above and by signing below, the Owner acknowledges that it has received a true copy of this Agreement, without charge.

(SEAL)
WITNESS/ATTEST

M.B. INGERMAN, SECT

SPRING MILL INGERMAN ASSOCIATES, L.L.C.
By: Ingerman Affordable Housing, Inc.,
its managing member

By: _____
By: M. Brad Ingerman, President

(SEAL)
ATTEST

Katharine Tasch
Katharine A. Tasch, Assistant Secretary

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

By: _____
Richard Evert, Chief of Regulatory Affairs

This Agreement has been reviewed and approved as to form.
Attorney General of the State of New Jersey

By: _____
Darryl D. Applegate, Deputy Attorney General

jh
s:\closedoc\deedrest.pf
8-12-97

Schedule "A"

Exhibit or Schedule
"A"

DESCRIPTION OF PROPERTY
BLOCK 57, LOT 22.03

ALL THAT CERTAIN TRACT OR parcel of land situate in the Township of Harrison, County of Gloucester and state of New Jersey as shown on a plan entitled "Minor Subdivision plan of Block 57, Lot 22", prepared by Adams, Rehmann & Heggan Associates Inc., dated January 3, 2000, and being more particularly described as follows:

BEGINNING at an existing concrete monument where the division line between Lot 22.03 and Lot 22.01 lands now or formerly B&G Associates, c/o Albertson, Ward & McCaffrey, Block 57 intersects the southwesterly angle point in the line of Walnut Lane (50' wide) said concrete monument being measured South 21 degrees 09 minutes 00 seconds East 85.00 feet along the westerly line of Walnut Lane from a point of curvature in the same and from said beginning point runs; thence

1. Along the lands of now or formerly B&G Associates, South 21 degrees 09 minutes 00 seconds East 526.17 feet to an existing concrete monument in the division line between Lot 22 and Lot 21 lands now or formerly Anthony Alberto; thence

2. Along the same and along Lot 19 lands now or formerly Concetta Catalano, South 88 degrees 18 minutes 23 seconds East 1170.50 feet to an existing concrete monument in the division line between Lot 22.03 and Lot 22; thence

3. Along said division line North 48 degrees 10 minutes 49 seconds West 599.70 feet to an existing concrete monument in the same; thence

4. Along the same North 18 degrees 34 minutes 26 seconds West 167.94 feet to an existing concrete monument in the same; thence

5. Along the same North 10 degrees 34 minutes 40 seconds West 251.08 feet to an existing concrete monument; thence

6. Along the same and along a curve to the left having a radius of 575.00 feet an arc distance of 233.60 feet to an existing concrete monument at the point of tangency in the same; thence

7. Along the same South 68 degrees 51 minutes 00 seconds West 315.82 feet to an existing concrete monument in the pump station parcel; thence

8. Along the same South 21 degrees 09 minutes 00 seconds East 50.00 feet to an existing concrete monument in the same; thence

9. Along the same South 68 degrees 51 minutes 00 seconds West 50.00 feet to an existing concrete monument in the same; thence

10. Along the same North 21 degrees 09 minutes 00 seconds West 50.00 feet to an existing concrete monument in the southerly line of Howey Drive; thence

11. Along said line of Howey Drive South 68 degrees 51 minutes 00 seconds West 201.73 feet to an existing concrete monument at the point of curvature connecting said line of Howey Drive with the easterly line of Walnut Lane; thence

12. Along the same and along a curve to the left having a radius of 15.00 feet an arc distance of 23.56 feet to an existing concrete monument in the southerly line of Walnut Lane; thence

13. Along said southerly line of Walnut Lane South 68 degrees 51 minutes 00 seconds West 50.00 feet to the point and place of BEGINNING.

....said above described parcel of land contains within said bounds 14.6 acres.

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

BE IT REMEMBERED, that on this 1st day of May, 2003, before me, a Notary Public of New Jersey, personally appeared **M. Brad Ingerman** , who, I am satisfied is the person who signed the within, acknowledges and makes proof to my satisfaction, that he is the President of **Ingerman Affordable Housing, Inc.,** the managing member of the limited liability company named in the within Instrument, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the members of the said limited liability company; and that the said Instrument was signed and delivered by said **M. Brad Ingerman,** as President of the Managing Member, as and for the voluntary act and deed of said limited liability company.

SWORN TO AND SUBSCRIBED
before me, this1st day of May, 2003,

Billie Darden Miller
A Notary Public of New Jersey –
My Commission Expires 3/8/2004

Construction Office
114 Bridgeton Pike
Mullica Hill NJ 08062
(856)478-6522

CONSTRUCTION PERMIT

Date Issued: 11/08/2001
Permit # 01-569

IDENTIFICATION Block 57 Lot 22.03 Qualifier BLD#1

Work Site 101-109 WALNUT LANE
, NJ
Owner in Fee SPRING MILL APTS
Address
,
Telephone

Contractor HOMEOWNER
Address
Telephone
Lic./Reg. No.

Is hereby granted permission to perform the following work:

[ ]BUILDING [ ]PLUMBING
[ ]ELECTRICAL [ ]FIRE PROTECTION [ ]LEAD HAZARD ABATEMENT
[ ]ELEVATOR DEVICES [ ]ASBESTOS ABATEMENT [ ]DEMOLITION

DESCRIPTION OF WORK:
APT - 7)3BED,2)2 BED APTS.

V. FEE SUMMARY (Office Only)

1. Building	$0.00
2. Electrical	$0.00
3. Plumbing	$0.00
4. Fire Protection	$0.00
5. Elevator	$0.00
6. Plan Review	$0.00
7. Subtotal	$0.00
8. DCA State Fee	$0.00
9. Subtotal	$0.00
10. Certificate	$0.00
11. Subtotal	$0.00
12. Exemption	$0.00
TOTAL	$0.00

NOTE: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.

Estimated Cost of Work for Selected Subcode(s) $465,399

Construction Official Date

REQUIRED INSPECTIONS

Construction work must be inspected in accordance with the State Uniform Construction Code Regulation N.J.A.C. 5:23-2.18. This agency will carry out such periodic inspections during the progress of work as are necessary to insure that work installed conforms to the requirements of the Uniform Construction Code.
The owner or other responsible person in charge of work must notify this agency when work is ready for any required inspections specified below. Requests for inspections must be made at least 24 hours prior to the time the inspection is desired. Inspections will be performed within three business days of the time for which they are requested. The work must not proceed in a manner which will preclude the inspection until it has been made and approval given.

☐ Required inspections for all subcodes for one and two family dwellings are the following:

1. The bottom of footing trenches before placement of footings, except that in the case of pile foundations, inspections shall be made in accordance with the requirements of the building subcode.
2. Foundations and all walls up to grade level prior to back filling.
3. Utility services, including septic.
4. All structural framing, connections, wall and roof sheathing and insulation; electrical rough wiring, panel and service installation; rough plumbing. The framing inspection shall take place after the rough electrical and plumbing inspections and after the installation of the heating, ventilation and/or air conditioning duct system. The insulation inspection shall be performed after all other subcode rough inspections and prior to the installation of any interior finish material.

☐ Additional required inspections for all subcodes of construction, for other than one- and two-family dwellings, are fire suppression systems, heat producing devices and Barrier Free subcode accessibility, if applicable.

☐ Required special inspections. The applicant by accepting the permit will be deemed to have consented to these requirements:

☐ A final inspection is required for each applicable subcode area before a final Certificate of Occupancy or Approval may be issued. The final inspections include the installation of all interior and exterior finish materials, sealing of exterior joints, mechanical system and any other required equipment; electrical wiring, devices and fixtures; plumbing pipes, trim and fixtures; tests required by any provisions of the adopted subcodes; Barrier Free accessibility, if applicable; and verification of compliance with NJAC 5.23-3.5, "Posting Structures".

☐ A complete copy of released plans must be kept on the job site.

Construction Office
114 Bridgeton Pike
Mullica Hill, NJ 08062
(856) 478-6522

All Inspections for Permit 01-569

Organized by Subcode/Type, Sorted by Date of Inspection, Ascending

Date: 02/17/2016

0808 - HARRISON TWP

Subcode/Type	Date of Inspection	Conducted By	Result	Failed Comments	Permit Version
Building					
Footing	11/29/2001	JEFFREY KIER	Passed		Base
Other	11/29/2001	JEFFREY KIER	Passed		Base
Foundation	12/11/2001	JEFFREY KIER	Passed		Base
Slab	01/17/2002	JEFFREY KIER	Passed		Base
Frame	03/07/2002	JEFFREY KIER	Passed		Base
Frame	03/12/2002	JEFFREY KIER	Passed		Base
Insulation	03/19/2002	JEFFREY KIER	Passed		Base
Energy	03/19/2002	JEFFREY KIER	Passed		Base
Final	07/02/2002	JEFFREY KIER	Failed		Base
Final	07/09/2002	JEFFREY KIER	Passed		Base
Electrical					
Rough	03/07/2002	BROWN CHARLES	Failed		Base
Service	03/07/2002	BROWN CHARLES	Failed		Base
Service	03/12/2002	BROWN CHARLES	Passed		Base
Rough	03/12/2002	BROWN CHARLES	Passed		Base
Rough	03/14/2002	BROWN CHARLES	Passed		Base
Service	04/18/2002	BROWN CHARLES	Passed		Base
Final	07/02/2002	BROWN CHARLES	Passed		Base
Plumbing					
Slab	12/22/2001	DAN A. DATORRE	Passed		Base
Gas Equipment	03/07/2002	DAN DATORRE	Passed		Base
Rough	03/07/2002	DAN DATORRE	Passed		Base

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All Inspections for Permit 01-569

Organized by Subcode/Type, Sorted by Date of Inspection, Ascending

Date: 02/17/2016

0808 - HARRISON TWP

Subcode/Type	Date of Inspection	Conducted By	Result	Failed Comments	Permit Version
Rough	03/11/2002	DAN DATORRE	Passed		Base
Gas Equipment	03/11/2002	DAN DATORRE	Passed		Base
Final	07/02/2002	FALASCO RICHARD	Passed		Base
Final	07/05/2002	FALASCO RICHARD	Failed		Base
Final	07/09/2002	FALASCO RICHARD	Passed		Base
Fire Protection					
Final	07/02/2002	JEFFREY KIER	Passed		Base

Number of Records in Municipality: 26

Unit Directory

Property = Spring Mill Ingerman Associates, LLC (spring)

Unit	Address	Unit Type	Rent	Deposit	Sqft	Rooms	Baths	Notes
spring								
0101	101 Walnut Ln	spg3x1	615.00	0.00	1,150	3	3	Handicapped Accessible
0102	102 Walnut Ln	spg3x1	810.00	0.00	1,100	3	3	
0103	103 Walnut Ln	spg3x1.5	810.00	0.00	1,100	3	3	
0104	104 Walnut Ln	spg3x1	1,003.00	0.00	1,100	3	3	
0105	105 Walnut Ln	spg3x1	615.00	0.00	1,100	3	3	
0106	106 Walnut Ln	spg3x1	606.00	0.00	1,100	3	3	
0107	107 Walnut Ln	spg3x1.5	787.00	0.00	1,100	3	3	Townhouse unit
0108	108 Walnut Ln	spg2x1.5	707.00	0.00	900	2	2	Townhouse unit
0109	109 Walnut Ln	spg2x1.5	878.00	0.00	900	2	2	Townhouse unit
0201	201 Walnut Ln	spg2x1.5	717.00	0.00	900	2	2	Townhouse
0202	202 Walnut Ln	spg2x1.5	872.00	0.00	900	2	2	Townhouse unit
0203	203 Walnut Ln	spg1x1	461.00	0.00	700	1	1	Handicapped accessible
0204	204 Walnut Ln	spg1x1	606.00	0.00	700	1	1	
0205	205 Walnut Ln	spg2x1	556.00	0.00	900	2	2	
0206	206 Walnut Ln	spg2x1	709.00	0.00	900	2	2	
0207	207 Walnut Ln	spg3x1.5	788.00	0.00	1,100	3	3	Townhouse unit
0301	301 Walnut Ln	spg2x1.5	707.00	0.00	900	2	2	Townhouse unit
0302	302 Walnut Ln	spg2x1.5	872.00	0.00	900	2	2	Townhouse unit
0303	303 Walnut Ln	spg3x1.5	615.00	0.00	1,100	3	3	Townhouse unit
0304	304 Walnut Ln	spg3x1	615.00	0.00	1,100	3	3	
0305	305 Walnut Ln	spg3x1	811.00	0.00	1,100	3	3	
0306	306 Walnut Ln	spg3x1	811.00	0.00	1,100	3	3	
0307	307 Walnut Ln	spg3x1	811.00	0.00	1,100	3	3	
0308	308 Walnut Ln	spg3x1.5	991.00	0.00	1,100	3	3	Townhouse unit
0309	309 Walnut Ln	spg2x1.5	556.00	0.00	900	2	2	Townhouse unit
0310	310 Walnut Ln	spg2x1.5	698.00	0.00	900	2	2	Townhouse unit
0401	401 Walnut Ln	spg2x1.5	847.00	0.00	900	2	2	Townhouse unit
0402	402 Walnut Ln	spg2x1.5	872.00	0.00	900	2	2	Townhouse unit
0403	403 Walnut Ln	spg3x1.5	810.00	0.00	1,100	3	3	Townhouse unit
0404	404 Walnut Ln	spg2x1	707.00	0.00	900	2	2	
0405	405 Walnut Ln	spg2x1	707.00	0.00	900	2	2	
0406	406 Walnut Ln	spg3x1.5	982.00	0.00	1,100	3	3	Townhouse unit
0407	407 Walnut Ln	spg1x1	450.00	0.00	700	1	1	
0408	408 Walnut Ln	spg1x1	596.00	0.00	700	1	1	
0409	409 Walnut Ln	spg2x1.5	707.00	0.00	900	2	2	Townhouse unit
0410	410 Walnut Ln	spg2x1.5	556.00	0.00	900	2	2	Townhouse unit
0501	501 Walnut Ln	spg2x1.5	689.00	0.00	900	2	2	Townhouse unit

Unit	Address	Unit Type	Rent	Deposit	Sqft	Rooms	Baths	Notes
spring								
0502	502 Walnut Ln	spg2x1.5	707.00	0.00	900	2	2	Townhouse unit
0503	503 Walnut Ln	spg3x1.5	811.00	0.00	1,100	3	3	Townhouse unit
0504	504 Walnut Ln	spg2x1	556.00	0.00	900	2	2	Handicapped accessible
0505	505 Walnut Ln	spg2x1	535.00	0.00	900	2	2	
0506	506 Walnut Ln	spg3x1.5	983.00	0.00	1,100	3	3	Townhouse unit
0507	507 Walnut Ln	spg1x1	735.00	0.00	700	1	1	
0508	508 Walnut Ln	spg1x1	735.00	0.00	700	1	1	
0509	509 Walnut Ln	spg2x1.5	871.00	0.00	900	2	2	Townhouse unit
0510	510 Walnut Ln	spg2x1.5	890.00	0.00	900	2	2	Townhouse unit
0601	601 Walnut Ln	spg3x1.5	1,026.00	0.00	1,100	3	3	Townhouse unit
0602	602 Walnut Ln	spg3x1.5	1,001.00	0.00	1,100	3	3	Townhouse unit
0603	603 Walnut Ln	spg3x1	615.00	0.00	1,100	3	3	
0604	604 Walnut Ln	spg3x1	625.00	0.00	1,100	3	3	
0605	605 Walnut Ln	spg3x1.5	810.00	0.00	1,100	3	3	Townhouse unit
0606	606 Walnut Ln	spg3x1	824.00	0.00	1,100	3	3	Handicapped accessible
0607	607 Walnut Ln	spg3x1	1,103.00	0.00	1,100	3	3	
0608	608 Walnut Ln	spg3x1	811.00	0.00	1,100	3	3	
0701	701 Walnut Ln	spg2x1.5	707.00	0.00	900	2	2	Townhouse unit
0702	702 Walnut Ln	spg2x1.5	872.00	0.00	900	2	2	Townhouse unit
0703	703 Walnut Ln	spg3x1.5	954.00	0.00	1,100	3	3	Townhouse unit
0704	704 Walnut Ln	spg2x1	871.00	0.00	900	2	2	
0705	705 Walnut Ln	spg2x1	556.00	0.00	900	2	2	
0706	706 Walnut Ln	spg3x1.5	1,001.00	0.00	1,100	3	3	Townhouse unit
0707	707 Walnut Ln	spg1x1	735.00	0.00	700	1	1	
0708	708 Walnut Ln	spg1x1	745.00	0.00	700	1	1	
0709	709 Walnut Ln	spg2x1.5	709.00	0.00	900	2	2	Townhouse unit
0710	710 Walnut Ln	spg2x1.5	707.00	0.00	900	2	2	Townhouse unit
0801	801 Walnut Ln	spg2x1.5	545.00	0.00	900	2	2	Townhouse unit
0802	802 Walnut Ln	spg2x1.5	874.00	0.00	900	2	2	Townhouse unit
0803	803 Walnut Ln	spg3x1.5	950.00	0.00	1,100	3	3	Townhouse unit
0804	804 Walnut Ln	spg2x1	556.00	0.00	900	2	2	
0805	805 Walnut Ln	spg2x1	545.00	0.00	900	2	2	
0806	806 Walnut Ln	spg3x1.5	1,103.00	0.00	1,100	3	3	Townhouse unit
0807	807 Walnut Ln	spg1x1	812.00	0.00	700	1	1	
0808	808 Walnut Ln	spg1x1	825.00	0.00	700	1	1	
0809	809 Walnut Ln	spg2x1.5	874.00	0.00	900	2	2	Townhouse unit
0810	810 Walnut Ln	spg2x1.5	707.00	0.00	900	2	2	Townhouse unit
0901	901 Walnut Ln	spg2x1.5	873.00	0.00	900	2	2	Townhouse unit
0902	902 Walnut Ln	spg2x1.5	545.00	0.00	900	2	2	Townhouse unit
0903	903 Walnut Ln	spg3x1.5	1,103.00	0.00	1,100	3	3	Townhouse unit

Unit	Address	Unit Type	Rent	Deposit	Sqft	Rooms	Baths	Notes
spring								
0904	904 Walnut Ln	spg2x1	556.00	0.00	900	2	2	Handicapped accessible
0905	905 Walnut Ln	spg2x1	550.00	0.00	900	2	2	
0906	906 Walnut Ln	spg3x1.5	1,006.00	0.00	1,100	3	3	Townhouse unit
0907	907 Walnut Ln	spg1x1	615.00	0.00	700	1	1	
0908	908 Walnut Ln	spg1x1	707.00	0.00	700	1	1	
0909	909 Walnut Ln	spg2x1.5	855.00	0.00	900	2	2	Townhouse unit
0910	910 Walnut Ln	spg2x1.5	863.00	0.00	900	2	2	Townhouse unit
1001	1001 Walnut Ln	spg2x1.5	707.00	0.00	900	2	3	Townhouse unit
1002	1002 Walnut Ln	spg2x1.5	556.00	0.00	900	2	2	Townhouse unit
1003	1003 Walnut Ln	spg3x1.5	1,003.00	0.00	1,100	3	3	Townhouse unit
1004	1004 Walnut Ln	spg3x1	615.00	0.00	1,100	3	3	
1005	1005 Walnut Ln	spg3x1	615.00	0.00	1,100	3	3	
1006	1006 Walnut Ln	spg3x1	615.00	0.00	1,100	3	3	
1007	1007 Walnut Ln	spg3x1	811.00	0.00	1,100	3	3	
1008	1008 Walnut Ln	spg3x1.5	811.00	0.00	1,100	3	3	Townhouse unit
1009	1009 Walnut Ln	spg3x1.5	1,030.00	0.00	1,100	3	3	Townhouse unit
1010	1010 Walnut Ln	spg3x1	611.00	0.00	1,100	3	3	
Total spring		**Units:**	**94**	**71,283.00**	**0.00**	**90,250**		
Grand Total		**Units:**	**94**	**71,283.00**	**0.00**	**90,250**		

Spring Mill Apartments

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

2014 INCOME LIMITS AND MAXIMUM RENTS

EFFECTIVE DATE: 01/31/2014

GLOUCESTER COUNTY

Income	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
40%	22,840	26,080	29,360	32,600	35,240	37,840	40,440	43,040
50%	28,550	32,600	36,700	40,750	44,050	47,300	50,550	53,800
60%	34,260	39,120	44,040	48,900	52,860	56,760	60,660	64,560
Max Rent								
	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom		
40%	571	611	734	848	946	1,043		
50%	713	764	917	1,060	1,182	1,304		
60%	856	917	1,101	1,272	1,419	1,565		

PIS DATE: 06/01/02

CODE: Gloust50

APPENDIX E

PACILLI / VASALLI DOCUMENTATION

RESOLUTION NO. 12-2010
HARRISON TOWNSHIP BOARD OF ADJUSTMENT
ROBERT J. PACILLI HOMES, LLC

WHEREAS, an Application was made by Robert J. Pacilli Homes, LLC, which has a mailing address of 500 Tomlin Station Road, Mullica Hill, New Jersey 08062, through its attorney, William J. Ziegler, Esquire, of the firm of Holston, MacDonald, Uzdavinis, Eastlack, Ziegler & Lodge, whose address is 66 Euclid Street, P. O. Box 358, Woodbury, New Jersey 08096, for final major subdivision approval of Phase I of a portion of property known as Block 45, Lot 16 on the Harrison Township Tax Map (Property) and which is more particularly depicted on the plan prepared and signed by Ronald N. Curcio, P. E., N.J. License No. 33423, of Adams, Rehmann & Heggan, 850 South White Horse Pike, Hammonton, New Jersey 08037 with a latest revision date of April 21, 2010. Applicant received preliminary major subdivision approval for the Property by Resolution dated March 31, 2010 assigned No. 9-2010 the terms of which are incorporated herein; and

WHEREAS, it appears the Applicant had filed an application for final subdivision of the entire Property for which preliminary major subdivision approval was sought. In order to avoid the expiration of any time constraints within which the Board is required to render a decision the request for final major subdivision approval for the balance of the Property (excluding proposed Phase I) shall be deemed denied without prejudice; and

WHEREAS, the Board heard testimony from Terrence H. Combs, P.E. and Douglas White, P.E., both of the firm of Adams, Rehmann & Heggan, representations made by William J. Ziegler, and interested members of the public and the Board; and

WHEREAS, after considering the above testimony and reviewing the evidence submitted, the Board made the following findings:

1. Mr. Combs provided an overview of what Phase I consisted of.

2. Mr. Ziegler advised the County's approval required the Applicant to commence improvements to Cromwell Drive after 25 units have been constructed; however, same must be completed prior to Applicant seeking approval for Phase II.

3. Mr. Ziegler advised the conditions contained in the preliminary approval which described those which were intended to be imposed in the final approval were acceptable and can

be incorporated herein, unless made expressly inconsistent hereby.

4. The Board next reviewed the May 20, 2010 Memorandum from Kevin A. Van Hise, affordable housing counsel for the Township of Harrison.

Mr. Ziegler indicated he had no objections to same and that the Memorandum may be incorporated into the final approval.

The specific construction requirements were contained in Paragraphs 11 and 12 of the Memorandum.

5. Mr. Ziegler advised he submitted to the Board the January 26, 2010 letter from the NJDEP addressed to Robert Pacilli regarding a remedial action work plan for the Visalli Farms and understood that no certificate of occupancy would be issued until the work plan was complied with.

6. The Board next reviewed the letter dated May 18, 2010 captioned "Amended Preliminary and Final Major Subdivision & Final Major Site Plan - 4th Review" by John J. Cantwell, Board Engineer, of the firm of Remington & Vernick Engineers. The paragraph numbers and comments correspond to those in the letter. The Applicant's response and the Board's conclusion follow each comment:

III. GENERAL COMMENTS

1b. A condition of approval should be that Phases II and III cannot be recorded prior to the recording of Phase I and the posting of appropriate performance guarantees for all phases.

Applicant consented thereto.

5. The plan shows a sidewalk along Applicant's Property which fronts Route 322. The Applicant is proposing a monetary contribution for the extension which is 1,250 feet to the shopping center. Based upon municipal prices the contribution should be $30,000. However, a right-of-way must be obtained in order to complete same.

As a condition of final approval, Applicant shall forward a letter to the County requesting that it obtain an additional right-of-way for the installation of sidewalk or permit the installation within the right-of-way. In the event the County is

opposed to same, then Applicant would make a contribution to the Township's sidewalk fund in the amount of $30,000.

8. Applicant does not identify the phase for Basin A.

Mr. Ziegler advised both Basins A and B will be constructed in connection with Phase I thereby eliminating Mr. Cantwell's concern.

IV. PERFORMANCE STANDARDS

A. Streets

3. Mr. Cantwell noted the County is requiring the extension of Cromwell Drive.

Mr. Ziegler pointed out that the County is bonding and inspecting same, however, will obtain confirmation that the design required by the County corresponds to the Ordinance standards contained in the Township's Land Use provisions. Further, Mr. Ziegler indicated that the extension will be completed prior to Applicant's request for final approval for Phase II. Accordingly, as a prerequisite for filing an application for final approval for Phase II, Cromwell Drive shall be completed to the County's satisfaction.

4a. Road F (Jillian Avenue) has been revised to connect with Windsor Road which is located on the adjoining property.

Applicant stated that the right-of-way to connect has already been obtained. Mr. Ziegler advised same was provided to the Township by letter dated January 25, 2010. Mr. Ziegler noted the adjoining development is in bankruptcy which may create some problems and that Applicant intends to construct the road to the edge of Applicant's lot. However, Mr. Ziegler pointed out, as the attorney for the developer of Leigh Court Estates (the adjoining bankrupt development) it was required as a condition of final approval to connect said roads.

4b. It appears Lot 39 on the adjoining property will lose substantial property as a result of the extension and Applicant shall confirm no variances are required.

Mr. Ziegler indicated same will be addressed.

4c. A portion of the existing cul-de-sac in Leigh Court should be vacated to the adjoining property owners.

Mr. Ziegler acknowledged same, but has no control thereover.

4d. The cul-de-sac in Leigh Court has been constructed, therefore, it has to be removed in order to make the connection.

Mr. Ziegler indicated that in order to eliminate Mr. Cantwell's concerns, that the extension from Jillian Avenue to Windsor Road should be made as a prerequisite to filing a request for final approval of Phase II.

The Board had no objection thereto.

5. Legal descriptions for the sight triangle easements should be submitted to Mr. Cantwell for his review and approval and dedicated to the Township.

Mr. Ziegler had no objection thereto.

7. Street names as approved by the Township should be added to the construction plans.

Mr. Ziegler agreed thereto.

D. Stormwater Management System

10. The Maintenance Schedule and Post Construction Restoration Procedures Manual has been submitted; however, the yearly maintenance budget and long-term contingency fund has not been completed, nor has the maintenance guarantee bond been calculated. As a condition of final approval for Phase I, the Applicant shall complete same and submit to Mr. Cantwell for his review and approval. The plan shall be incorporated into the Declaration of Restrictions governing the development.

11. The infiltration rate for Basin A was based upon soil borings taken in accordance with a procedure that was modified in September 2009.

The Applicant agreed to submit to Mr. Cantwell new soil samples, obtained in compliance with the new procedures, which shall establish an acceptable infiltration rate or the soils would have to be re-engineered.

17. An estimate of the annual cost to maintain the stormwater facilities must be prepared and included in the Declaration of Restrictions.

Mr. Ziegler acknowledged same and indicated such would be accomplished.

24. Mr. Cantwell questioned the ability of Basin B to hold water at all times of the year to avoid water stagnation. If such cannot be accomplished, an aerator would have to be installed. Mr. Cantwell will be reviewing this issue with the Applicant's engineer prior to executing the plat for Phase I.

E. Grading

2. Mr. Cantwell noted that many of the rear yard slopes exceed 5% within the first 20' which could result in problems with homeowners installing decks, patios, etc. Mr. Ziegler agreed that the point of sale disclosure will reflect same, i.e., the hardship which may be encountered when installing amenities within the rear yard due to the slope. Same shall be included in the Declaration of Restrictions and approved by the Board Solicitor.

F. Utilities

2. Plans for the sanitary sewer and water system were not reviewed by Mr. Cantwell's office.

   Mr. Ziegler advised both the water company and sewerage authority have approved the plans, are requiring bonds to be posted, and will submit evidence thereof to Mr. Cantwell.

4. The Fire Marshall should review the plans.

   Mr. Ziegler agreed to have the Fire Marshall review same and will provide his comments prior to execution of the final plat.

6. Applicant is to demonstrate adequate pressure and volume for fire suppression. Mr. Ziegler indicated it is difficult to establish same at this time, but prior to the issuance of the first certificate of occupancy, Applicant will demonstrate adequate water pressure. Same shall be reflected on the Declaration of Restrictions and/or the final plan whichever is deemed most appropriate in order to address said issue.

G. Construction Details

2. Improvements along Route 322 must be reviewed by Gloucester County. Applicant acknowledged same.

M. Final Plan of Lots

1. All right-of-ways, easements, sight triangles, etc. shall be submitted to Mr. Cantwell utilizing legal descriptions. The individual responsible for maintaining same shall be indicated.

   Applicant consented thereto.

2. Descriptions for all basin lots, streams, easements, etc. which are to be dedicated to the Homeowners' Association shall be supplied to Mr. Cantwell for his review and approval and the Declaration of Restrictions reviewed by the Board Solicitor.

   Applicant consented thereto.

15. The correct date on the plan must be provided.

    Applicant consented thereto.

N. Fences

4. An issue was raised as to providing a fence between the development and the adjoining farm.

   Mr. Ziegler advised he is speaking with the adjoining farm owner as to whether he desires a fence and/or a vegetative buffer. Mr. Ziegler will provide documentation as to what is desired and will revise the plan accordingly, prior to execution of the final plat.

O. Environmental

1. The Applicant should provide the Township with the NJDEP approved remedial action work plan.

   Applicant consented thereto.

2. No certificate of occupancy shall be issued until the "No Further Action" letter or equivalent is received from the New Jersey Department of Environmental Protection (NJDEP) and same shall be included in the Declaration of Restrictions.

   Applicant agreed thereto.

3. Applicant has provided a copy of an authorization for freshwater wetlands statewide general permit which requires certain conditions.

   Mr. Ziegler indicated a deed of restrictions as required by the NJDEP has been filed and will submit same to Mr. Cantwell for his review and approval.

V. APPROVAL PROCESS

1. Mr. Cantwell set forth the requirements which must be accomplished prior to executing the final plat which will include the review of the Declaration of Restrictions by the Board Solicitor.

Applicant consented thereto.

7. After hearing the above testimony and reviewing Messrs. Cantwell's and Van Hise's letter/memo the Board determined Applicant has complied with most of the conditions contained in the preliminary major subdivision resolution and deemed it appropriate to grant Applicant conditional final major subdivision approval for Phase I as depicted on the aforementioned plan, subject to the conditions contained herein, as well as those in the resolution granting preliminary major subdivision approval for the Property.

BE IT THEREFORE RESOLVED on this 30th day of June, 2010, by the Harrison Township Zoning Board, that the Applicant is granted final major subdivision approval for Phase I of the Property depicted on the aforementioned plan, subject to satisfaction of the following conditions within two (2) years from June 30, 2010, or prior to the issuance of any permits, or prior to the issuance of a Certificate of Occupancy, or prior to the commencement of construction at the site, or recordation of the deeds creating the lots, or any earlier date mentioned hereafter, whichever occurs first (the permitting authority shall determine the appropriate date):

1. Payment of any and all required fees which are due or may become due to the Township within seven (7) days notice thereof, including, but not limited to, settlement of any outstanding review escrow accounts.

2. Applicant encumbering the Property by a Declaration of Restrictions and Covenants running in favor of the Homeowners' Association and the Township which shall impose the following:

A. Restricting the dwelling units to occupants who are age 55 or older in accordance with DCA regulations. Further, the Declaration shall state, regardless of whether or not said condition is found invalid or is authorized to be excised as a result of other regulations, Applicant agrees that this condition shall not be removed or

modified.

B. Assuring the construction, sale and administration of the eight (8) age-restricted, affordable housing units shall be in conformance with the applicable regulations promulgated by the New Jersey Council on Affordable Housing, N.J.A.C. 5:96 and 5:97, and the New Jersey Housing and Mortgage Finance Agency ("HMFA"), N.J.A.C. 5:80-26.1 *et seq.*, known as the "Uniform Housing Affordability Controls" or "UHAC", as said regulation from time to time may be amended or supplemented, including, but not limited to:

I. Each affordable housing lot shall be clearly designated, marked and identified as "Deed Restricted Affordable Housing Lot" on all Plans.

ii. Pursuant to the Settlement Agreement and Resolution No. 9-2010, construction of the affordable housing units within each phase shall be constructed in accordance with N.J.A.C. 5:97-6.4(d). Therefore, the affordable housing units in Phase I are required to be constructed consistent with the following schedule:

% Market Rate Units Completed	25%	25% +1 Unit	50%	75%	90%	100%
Min. % of COAH Units Completed	0%	10%	50%	75%	100%	100%
# Market Rate Units Completed	12	13	23	35	41	46
# COAH Units Completed	0	1	4	6	8	8
Total # Units Constructed	12	14	27	41	49	54

iii. Applicant will be required to obtain the approval of the New Jersey Department of Community Affairs for its public offering statement that will include the Declaration of Covenants, Conditions and Restrictions and By-Laws for the Homeowners Association. While a draft copy of the proposed Declaration has been provided to counsel for review, changes may be required through the approval process. Therefore, it is suggested that the Board consider requiring that any amendments to the declarations and restrictions be reviewed and approved by the Board Attorney and/or Township Solicitor prior to finalization and recording of the plat to ensure the affordable housing restrictions comply with the conditions of approval.

iv. No building permit shall issue for further market rate unit(s) unless the developer has completed the requisite number of affordable housing units required by subsection iii herein.

v. In accordance with N.J.A.C. 5:80-26.5, each affordable housing unit shall remain subject to the affordability controls of UHAC for a period of at least 30 years, commencing on the date the initial certified household takes title to the unit.

vi. Satisfaction of the affordable housing conditions in accordance with this approval is deemed and held to be an essential component of the Board's grant of approval, and may not be changed, amended or modified without further approval by the Board.

C. Easements and/or the conveyance of the Property to the Homeowners' Association upon which will be located drainage facilities, stormwater management facilities, open space, walking path, landscaping easement, etc.

D. The restrictions shall assure that the Homeowners' Association and/or individual lot owners shall maintain the improvements within the development and shall include an easement granting to all the lot owners within the development and to the Township, but not the obligation to the Township, to compel action for the

proper maintenance and compliance for the amenities as described by Applicant which shall include the right to seek relief compelling the Homeowners' Association or the individual lot owners as applicable to perform the maintenance and compel the Homeowners' Association to impose and collect the necessary assessments to pay for the maintenance and shall include the right to obtain reimbursement for legal fees and costs of any such action. All such documents shall subject to review and approval by the Board Solicitor.

E. In furtherance of the above, the Applicant must submit to the Board Solicitor for review and approval Homeowners' Association Declaration of Restrictive Covenants and Easements, with Certificate of Incorporation and Bylaws, which shall restrict the Property as described herein, which shall run with the Property into perpetuity as a responsibility of the Homeowners' Association with all present and future owners of the proposed residential lots required to be members of the Homeowners' Association. Secondary maintenance rights and obligations pertaining to the stormwater management facilities and the common areas, and associated easement rights must be granted to and imposed upon all lot owners, and the Township must also have easement rights for access, maintenance and enforcement at its sole option.

F. Drainage easements and stormwater management maintenance obligations as approved by the Zoning Board and Township Engineer which shall include, but not be limited to, an obligation of the Association to include a line item to cover all basin maintenance costs and a capital replacement fund to repair structures when same failing. The depreciation schedule and amount shall be reviewed and approved by Mr. Cantwell. The Declaration of Restrictions shall provide the Township with a remedy to assure the annual contribution is made by each homeowner and/or Association.

Enforcement means as may be required by the Zoning Board Solicitor in consultation with the Township Solicitor.

G. Notice that slope of rear yards may exceed 5% within the first 20 feet thereby

making it difficult to install patios, etc.

H. Notice that adequate water pressure must be established prior to issuance of first certificate of occupancy.

I. Notice that no certificate of occupancy will issue until remedial action plan approved by NJDEP has been met.

J. Notice that certificate of occupancy for any structure will not be issued until there is safe paved access for emergency vehicles.

K. Notice that pending Township's acceptance of streets, the Homeowners' Association shall be responsible to maintain same, including snow removal.

L. Notice that municipal water and sewer utilities must be installed prior to issuance of certificate of occupancy.

M. Drainage facilities must be installed prior to issuance of certificate of occupancy.

3. The Bylaws of the Homeowners Association shall state that they may not be amended to remove the obligations of maintenance, which rest with the Homeowners Association or the individual lot owners. The Bylaws must contain the provision that if the Homeowners Association should ever disband or become defunct that the obligations of maintenance shall be the responsibility of the individual lot owners within the development. Applicant shall include in its Homeowners Association Declaration an exhibit which lists all easements and restrictions and the lots affected by same. The Applicant has agreed that the Bylaws of the Homeowners Association shall provide for a formula to permit the individual lot owners to have control of the association no later than the date when 75 percent of the lots have been sold to individual homeowners. The Homeowners Association documents shall be submitted to the Solicitor of the Zoning Board for his review and approval. They shall contain a copy of the point of sale disclosures required by this approval.

4. The Applicant must post a performance guarantee with the Township to secure the completion of site improvements in an amount to be determined pursuant to *N.J.S.A.* 40:55D-53 based on one hundred twenty (120%) percent of a cost estimate prepared or approved by the Township Engineer. (It is noted the bond required for construction of the clubhouse and recreational facilities was fixed by agreement at $500,000.) Ten (10%) of the estimated bond

amount shall be posted in cash with the Township. The form of the performance guarantee must be submitted to the Township Solicitor for review and approval before it can be posted with the Township. The performance guarantee must include the deadline for completion of the guaranteed improvements that will be established as set forth herein.

5. The Applicant must complete all guaranteed improvements within five (5) years following the commencement date of construction. This completion deadline is an administrative deadline established for purposes of measuring default under the performance guarantee, and it is based upon the Board's opinion of when the project will be complete to the extent that the site improvements are necessary for proper use of the lots, and for the protection and benefit of adjacent property owners and the general public. The completion deadline is separate and distinct from the expiration date of final major subdivision approval as provided in *N.J.S.A.* 40:55D-52. The completion deadline may be extended by the Board before the guarantees have been posted upon a showing by the Applicant that the site improvements are not or will not be needed within the originally estimated time, or by the Township upon such a showing pursuant to *N.J.S.A.* 40:55D-53(b) after the guarantees have been posted.

6. The Applicant must post a maintenance guarantee with the Township to secure the maintenance of all guaranteed improvements for a period of two (2) years following the date the guaranteed improvements are accepted or approved by the Township. The amount of the maintenance guarantee must be determined pursuant to *N.J.S.A.* 40:55D-53 based on fifteen (15%) percent of the approved performance guarantee cost estimate, ten (10%) of the bond amount shall be posted with the Township in cash. The form of the maintenance guarantee must be submitted to the Township Solicitor for review and approval before it can be posted with the Township.

7. The Applicant must deposit a cash inspection fee with the Municipal Treasurer/Chief Financial Officer in an initial amount to be determined pursuant to *N.J.S.A.* 40:55D-53 based on the approved performance guarantee cost estimate, and thereafter replenish the inspection fee escrow as necessary pursuant to that statute.

8. The Applicant will provide proof, in a form satisfactory to the Township Solicitor, of the Township's authorization from the Applicant and all other present and future owners or lessees of the property, to enter the Property as may be necessary to inspect the site improvements and enforce

other conditions of the approval, and to exercise the Township's rights under the performance and maintenance guarantees that are to be posted pursuant to the approval.

9. Applicant acknowledged the Board is relying upon Applicant's representations; accordingly, the approvals contained herein shall not be transferred to a third party without the Applicant reappearing before the Board to assure any subsequent assignee undertakes and satisfies all outstanding obligations.

10. Complying with the comments contained Mr. Cantwell's May 18, 2010 letter attached hereto and articulated above, including, but not limited to:

a. Providing correspondence between Applicant and County regarding County's acquisition of a right-of-way along Route 322 to construct a sidewalk and/or permitting construction within the right-of-way. If the sidewalk cannot e granted, then Applicant, as agreed, shall pay to the Township's sidewalk fund $30,000. Said sum may be bonded.

b. Inserting approved street names on plan.

c. Providing soil borings and results of soils in Basin A in accordance with 2009 Best Management Practices.

d. Submitting evidence Basin B will maintain a sufficient level of water at all times or detail for installation of aerator.

e. Letter from the Fire Marshall that plan addresses his concerns.

f. Submitting evidence from adjoining farmer as to type of fence desired and detail for same.

11. The Applicant shall submit and provide to the Zoning Board Engineer a metes and bounds description based upon an actual field survey of all lots (including lot to be transferred to Township), detention basin, landscaped easement areas, drainage easements, road, utility, and all other easements and/or restricted areas mentioned in this Resolution for his review and approval.

12. All documents, deeds, easements and deed restrictions referenced in the review letters shall be subject to review and approval by the Township and/or Board Solicitor and shall contain legal descriptions that have been approved by the Township Engineer, unless otherwise agreed to by the Board. As a condition precedent of the signing of the final major subdivision plat by the

Township, the applicant shall record all deeds, easements and deed restrictions and other applicable documents referenced herein in the Gloucester County Clerk's Office and thereafter submit proof satisfactory to the Township Solicitor that same have been properly recorded and are not subject or subordinate to any other interest and assure by a means acceptable to the Township and Board Solicitors that such will be carried out after the documents are approved by the DCA.

13. The approval of the retention stormwater management basin shall be subject to the accuracy of the soils and ground water data contained on the applicant's plans and within other application materials. Bonding will not be released for the basin until such time that final grading is completed and final permanent vegetative stabilization and landscaping is established and the basins are found to be properly functioning. Should the basin not function as designed, the Applicant, and/or his successors and assigns, shall be responsible for remedying said condition at his/its/their expense, and applying for any necessary regulatory agency approvals required to do so.

14. The Applicant must revise its plan to confirm that, in accordance with N.J.A.C. 5:21-4.12 of the New Jersey Residential Site Improvements Standards (RSIS), all electric, telephone, television, and other communication facilities, both main and service lines servicing new developments, shall be provided by underground wiring within easements or dedicated public rights-of-way. The Applicant must revise its plan as necessary to depict and provide metes and bounds descriptions for all such easements and public rights-of-way.

15. Obtaining any and all other approvals for the depicted division that may be required by any governmental/regulatory body including, but not limited to, the New Jersey Department of Environmental Protection pursuant to the Freshwater Wetlands Act, the Gloucester County Planning Board and/or the Gloucester County Soil Conservation District, etc. Applicant's engineer shall certify, utilizing language similar to the following, that any and all other approvals necessary to complete the project have been obtained:

> I hereby certify, to the best of my knowledge, all permits required by any governmental law and/or regulatory body have been applied for and obtained and the within plan accurately depicts that which was submitted to and approved by all other such agencies.

16. The review of this application was based upon the New Jersey Residential Site Improvement Standards, the Municipal Land Use Law and the applicable Harrison Township Ordinances. The Applicant has represented that it will meet (or exceed) all requirements of both,

except as to the elimination of the pedestrian access easement between the blocks. To the extent that any aspect of the proposed development exceeds or fails to meet the requirements of the Residential site Improvement Standards, the Applicant shall submit a letter to the New Jersey Department of Community Affairs which documents of its agreement to exceed and/or fails to meet the standards. A copy of this correspondence shall be filed with the Secretary of the Harrison Township Zoning Board prior to the signing of the final plats.

17. The Applicant shall post a bond in the amount of the estimate provided by letter authored by Michael R. Filmyer, P.E. to assure completion of the sewerage infrastructure and contribute its prorata share of the off-tract improvement described in the letter.

18. The Applicant shall prepare an ordinance for the consideration of the Township Committee to permit the installation of stop signs at all intersections. The form of this ordinance shall be submitted to the Township Solicitor for his review and approval prior to the signing of the final plats.

19. The basin and open space and Clubhouse lots shall be conveyed to the Homeowners Association by deed in fee simple and the conveyancing document shall contain a legal description of the parcel and shall also contain the text of the basin maintenance schedule. All information to support the legal descriptions is to be shown on Plan of Lots.

20. All roadways to be conveyed to the Township shall be conveyed by Deed in fee simple. The Deeds shall be approved by the Township Engineer and the Township Solicitor prior to the signing of the plats. The Township's interest in the roadways may not be subordinate to any other interest.

21. Developer must file "As Built" Plans with Harrison Township and submit a copy of same to the Zoning Board or Township Engineer, as directed, for his review and approval. No performance guarantee shall be released until the "As Built"" plans are filed.

22. The Applicant shall give the Township Engineer at least three days notice prior to start of any work at the site.

BE IT FINALLY RESOLVED that Applicant is hereby placed on notice that:

1. If it or its successors intend or desire to engage in a regulated activity upon the property as defined in *N.J.S.A. 13:9B-3* and, if required, a Freshwater Wetlands Permit or exemption

therefrom must be obtained.

2. It shall indemnify and hold the Board harmless from any claim of any kind which may be made as a result of any deficiency in the Application.

3. During construction, it shall correct any condition causing erosion or any other deleterious effect upon the community within three (3) days notice, or any lesser time deemed required, from or by the Township Engineer.

4. Applicant shall be responsible for locating the improvements proposed upon the Property in accordance with the Ordinance and/or this Resolution. Same may require the retention of a Professional Land Surveyor, Engineer, etc. to locate the improvements to assure same are in compliance with the Ordinance. Applicant expressly understands that the Township shall not be responsible for locating the improvements and if same are not in compliance with the Ordinance and/or this Resolution, Applicant shall be obligated to remove said nonconforming structures and relocate them in accordance with the zoning requirements.

5. Applicant shall comply with all representations made during the course of the hearing and in all filed documents.

HARRISON TOWNSHIP BOARD OF ADJUSTMENT

NANCY KOWALIK, Chairman

Attest:

SUSANNE H. RHUDY, Secretary

I hereby certify the foregoing to be a true copy of a Resolution duly adopted by the Harrison Township Board of Adjustment this 30th day of June, 2010.

SUSANNE H. RHUDY, Secretary

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SECOND ADDENDUM TO SETTLEMENT AGREEMENT
BY AND BETWEEN
THE TOWNSHIP OF HARRISON AND ROBERT J. PACILLI HOMES, LLC

THIS SECOND ADDENDUM TO THE SETTLEMENT AGREEMENT ("2nd Addendum") is made this 28 day of ~~December~~, ~~2009~~, by and between:
January 2010

The TOWNSHIP OF HARRISON, a municipal corporation of the State of New Jersey, with offices located at 114 Bridgeton Pike, Mullica Hill, New Jersey 08062 ("Township"); and

The TOWNSHIP OF HARRISON ZONING BOARD OF ADJUSTMENT, a municipal zoning board of adjustment created under the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.*, with offices located at 114 Bridgeton Pike, Mullica Hill, New Jersey 08062 ("Board"); and

ROBERT J. PACILLI HOMES, LLC, a/k/a ROBERT JAMES PACILLI HOMES, LLC, a limited liability company of the State of New Jersey, with offices located at 500 Tomlin Station Road, Mullica Hill, New Jersey 08062 ("RJP").

WHEREAS, on or about the 5th day of May, 2009, the Parties entered into a Settlement Agreement ("Agreement") resolving and settling several matters in dispute between the Parties; and

WHEREAS, in accordance with the terms of the Agreement, on or about August 3, 2009, RJP submitted an application to the Board for Amended Preliminary and Final Major Subdivision and Site Plan approval with variances (the "application") for the development of certain real property located on U.S. Route 322, a/k/a Mullica Hill- Swedesboro Road, designated as Lot 16 in Block 45 on the Harrison Township Tax Map ("subject property"); and

WHEREAS, the application was submitted to the Board without submission of the application fee required by § 110-1.1 of the Codified Ordinances of the Township of Harrison ("Township Code") or the review fee (escrow) deposit required by § 110-1.2 of the Township Code; and

WHEREAS, on or about the 8th day of September, 2009, the Parties entered into an Addendum to Settlement Agreement ("1st Addendum") that, in relevant part, waived the application fee required by § 110-1.1(I) of the Township Code, and specified that RJP remain responsible for all other obligations under the Township ordinances and Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. ("MLUL"), in connection with its application, including, but not limited to, submission of the review fee (escrow) deposit required by § 110-1.2 of the Township Code; and

WHEREAS, pursuant to § 110-1.2 of the Township Code, the required escrow deposit for the application is $89,000 based on the number of lots proposed and the variances and approvals sought; and

WHEREAS, in part due to the economic downturn of 2009, RJP has advised the Township and Board that it is unable to, at this time, make the required escrow deposit and prosecute its application before the Board, leaving the proposed development approvals contemplated by the Agreement uncertain and delaying the production of affordable housing opportunities in the Township; and

WHEREAS, to facilitate RJP's application before the Board and its performance under the terms of the Agreement, the Township and Board have reviewed with its professionals the anticipated costs associated with their review of RJP's application as contemplated by the MLUL; and

WHEREAS, the Township and Board are satisfied that an initial escrow deposit of $22,000 by RJP will enable the Board's professionals to commence their reviews of the application and permit RJP to proceed with its application; and

WHEREAS, RJP has already deposited the sum of $20,946.30 with the Board Secretary, has indicated that it is able to deposit an additional $1,053.70 upon the execution of this 2nd Addendum, and is otherwise ready, willing and able to proceed with its application as contemplated by the Agreement; and

WHEREAS, RJP has agreed to add to and replenish the escrow account if at any time the escrow deposit falls below $5,000; and

WHEREAS, the Township and Board finds that this Second Addendum to the Agreement is in the public interest, is being done solely to facilitate RJP's resubmission and revision of its development application before the Board to effectuate the terms of the Settlement Agreement, permits the parties to reach finality with respect to their obligations under the Agreement, and fosters the production of affordable housing opportunities within the Township.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, each intending to be legally bound hereby, do hereby agree as follows:

1. The preamble to this 2nd Addendum is hereby incorporated as if more fully set forth herein.

2. Provision #4 of the 1st Addendum (page 2) shall be deleted in its entirety and replaced with this 2nd Addendum, providing that:

a. RJP shall make, and the Board shall accept, an initial escrow deposit of $22,000 in satisfaction of the initial review fee (escrow) deposit requirements of § 110-1.2 of the Township Code.

b. Until such time as the initial deposit totals at least $22,000 (the parties acknowledging that $20,946.30 has already been deposited with the Board), the application shall be and remain Incomplete.

c. Thereafter, RJP shall at all times maintain an escrow deposit balance of at least $5,000. At any time the escrow balance falls below $5,000, the application shall be automatically deemed Incomplete and any time period(s) for the Board to act under the MLUL shall be tolled, until such time as the required fees are received by the Board Secretary and the escrow is satisfactorily replenished.

3. This Addendum shall not change, modify or amend any other provision, term or condition of the Agreement or 1st Addendum, which remain in full force and effect.

4. The effective date of this 2nd Addendum shall be the date of the last signature of the Parties hereto, and it shall be set forth at the beginning of this 2nd Addendum.

IN WITNESS WHEREOF, the Parties have executed this Second Addendum to Settlement Agreement as of the date appearing below their names.

THE TOWNSHIP OF HARRISON

WITNESS:

Carol L. Pusztay

Carol Pusztay, Deputy Clerk

Louis Manzo, Mayor

Date: 1 / 5 / 10

HARRISON TOWNSHIP ZONING BOARD OF ADJUSTMENT

WITNESS:

Susanne H. Rhudy, Board Secretary

Nancy Kowalik, Chairperson

Date: 12 / 30 / 09

ROBERT J. PACILLI HOMES, LLC, a/k/a
ROBERT JAMES PACILLI HOMES, LLC

WITNESS:

Robert J. Pacilli

Date: 1/28/2010

APPENDIX F

RICHWOOD VILLAGE / TOWN CENTER DOCUMENTATION

RESOLUTION 16 -2009

A RESOLUTION TO MEMORIALZE THE APPROVAL OF A GENERAL DEVELOPMENT PLAN FOR PROPERTIES IDENTIFIED AS BLOCK 2 LOTS: 1, 3, 4, 5, 6,7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17; BLOCK 3 LOTS 1, 2, 3, 33 BLOCK 22 LOTS 7,8,9,10, 11, 11.01, 11.02, 12, 13, 13.01, 16, BLOCK 23 LOTS 1, 1.01, BLOCK 24 LOTS 2, 3,4, 6, 9, 13, 17; BLOCK 24.01 LOT 1; BLOCK 25 LOT 10 and BLOCK 30 LOT 1 ON THE TAX MAP OF THE TOWNSHIP OF HARRISON CURRENTLY KNOWN AS THE RICHWOOD TOWN CENTER

WHEREAS, Madison/Canuso, Richwood Village LLC a Delaware Limited Liability Company registered to do business under the laws of the State of New Jersey with principal offices at 2001 Pennsylvania Avenue, NW 10th Floor Washington DC 20006-, is either the owner or the contract purchaser of property identified as Block 2 Lots: 1, 3, 4, 5, 6,7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17; Block 3 Lots 1, 2, 3, 33 Block 22 Lots 7,8,9,10, 11, 11.01, 11.02, 12, 13, 13.01, 16, Block 23 Lots 1, 1.01, Block 24 Lots 2, 3,4, 6, 9, 13, 17; Block 24.01 Lot 1; Block 25 Lot 10 and Block 30 Lot 1, and has applied to the Harrison Township Planning Board for approval of a General Development Plan ("GDP") for a project which will encompass all of these parcels and to be known as the Richwood Town Center; and

WHEREAS, The owners of each of these parcels have consented to this application; and

WHEREAS, The Applicant has appeared through the assistance of its counsel, Vincent D'Elia, Esq., with address of Four Greentree Centre Suite 300 Marlton, NJ 08053 (856) 797-9777; and

WHEREAS, The Planning Board of the Township of Harrison (the "Board") has met at public hearing on December 16, 2008 following proper notice to review the application pursuant to the applicable rules of the Planning Board, the applicable ordinances of the Township of Harrison, the Municipal Land Use law and other applicable laws and ordinances; and

WHEREAS, the Applicant has followed all procedures in making its application, and that the application, plans and all documents and material submitted therewith were found to be complete and in conformity with all applicable laws and regulations; and

WHEREAS, at the public hearing the Board considered the testimony of its Engineer, Mr. John Cantwell, PE, PP, CME; the report and testimony its Planner, Mr. Robert Melvin, PP/AICP dated December 16, 2008; its Special COAH Counsel, Mr. Edward Schmierer, Esq., and considered the testimony of the public and the testimony and evidence presented by the Applicant and its professionals; and

WHEREAS, the Applicant submitted a General Development plan booklet entitled "Richwood General Development Plan" dated September 25, 2008, revised December 5, 2008 and a power point presentation, marked into evidence as Exhibit App-1; and

WHEREAS, Upon considering the evidence the Planning Board of the Township of Harrison made the following findings of fact, reached the following conclusions of law and set the following conditions for this GDP approval:

1. The Board has jurisdiction to hear this Application for General Development Plan approval pursuant to the Ordinances of the Township of Harrison and the laws of the State of New Jersey. The Applicant has

represented that all taxes for the parcels at issue are current and the development review escrow account is current. Notice as required was made and the Board had jurisdiction to proceed with the public hearing.

2. The lands subject to this approval include Block 2 Lots: 1, 3, 4, 5, 6,7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17; Block 3 Lots 1, 2, 3, 33 Block 22 Lots 7,8,9,10, 11, 11.01, 11.02, 12, 13, 13.01, 16, Block 23 Lots 1, 1.01, Block 24 Lots 2, 3,4, 6, 9, 13, 17; Block 24.01 Lot 1; Block 25 Lot 10 and Block 30 Lot 1. The Applicant has represented that he currently has agreements with the owners of Block 22 Lots 4, 5 and 6 and these parcels will be included in the design of this project.

3. The proposal consists of a mixed use project on approximately 350 acres of land designed to create a Town Center encompassing principles that promote sustainability though interconnectedness, balanced mixed uses and walkability. Upon completion, the project will consist of 1,200-market rate residential units of mixed types, commercial/retail development ranging from 970,000 square feet to 1,300,000 square feet and in addition thereto, such additional affordable housing units (COAH units) as will be required to satisfy the obligation created by this project under the ordinances of the Township of Harrison and the laws and regulations of the State of New Jersey or its agencies. This general development plan (GDP) approval is intended as a precursor to subdivision or site plan application for each of the individual phases of this project.

4. The project encompasses lands zoned as Planned Village Center (the "PVC Overlay") and are within a PA 2 planning area as designated on the State Map. The Board finds that the submission of the Applicant as to be modified as set forth herein, are sufficient to find that the proposed development complies with local zoning requirements and will not cause an unreasonably adverse impact on the area.

5. The lands which are the subject of this GDP application are located in an area designated as being in need of redevelopment pursuant to resolution 160-2008 and have been approved for same by the NJ Department of Community Affairs Office of Smart Growth by letter dated September 19, 2008.

6. The lands which are the subject of this GDP application are bounded by State Highway Route 322 and County Routes 609 and 667 and are located within 200 feet of Mantua Township and lands owned by Rowan University.

7. The GDP must be revised to include the specific statements set forth in the report of the Board Planner dated December 12, 2008 revised December 16, 2008 as may be amended herein.

8. The Board finds that the design of the center would benefit greatly by the increase frontage from the lots identified as Block 22 Lots 3,4,5 and 6. The Board Planner testified that the inclusion of Block 22, Lots 3 through 6 will improve traffic circulation and flow and will permit the Applicant to create a more unified land use plan. Further, by incorporating them into the overall Planning of the GDP they allow for the design to have an appropriate front door and the edge treatment of Route 322 (Landscaping, Lighting, Walkways and Land Uses) can be synchronized with the rest of the project. Finally, these parcels are small (less than one acre each). As such, unless they are assembled, their utility in the context of the GDP proposal is limited. One consequence could be a series of unintended uses – each with curb cuts and the need to address stormwater and all other infrastructures and to avoid the prospect of piecemeal Planning of land uses and infrastructure along Harrison's premier portion of US Route 322. The Applicant has contracted to purchase lots 4,5 and 6 and they will be incorporated into the overall design of the developments within the GDP. The GDP will anticipate the use of these out parcels to be reflected in the Site Design Guidelines. There is a possibility that the County of Gloucester will be purchasing Block 22 Lot 3for use in the road improvements planned for US Route 322. Should the County not acquire on Block 22 Lot 3, the Applicant shall make a good faith commercial effort to purchase the parcel and include same in the design for the project.

Timing

9. In order to effectuate the plans for this new town center, new infrastructure in the form of sewer, water, roadway expansions, intersection upgrades, stormwater management and parks and recreation are needed. The project shall be constructed in ten phases, Parcels A through J, according to a schedule set forth in Section XI of the General Development Plan. Parcel A – residential single family detached and single family attached homes and potentially multi-family homes; Parcel B – retail/commercial; Parcel C and D – the front entrance into the Village Center portion of the community with a focus on commercial uses; Parcel E – mixed use of retail, office and residential; Parcel F, G and H – single family and single family attached homes; Parcel J – centrally located with a mixture of uses including residential, retail and office uses. At the time the Board considers the Illustrative Site Plan, the Applicant shall submit the locations of the lands to be dedicated to the municipality or for public facilities. At the time of a preliminary approval of a phase of the project that includes a parcel of land to be dedicated to a municipal purpose, the timing of the dedication of land shall be set in conjunction with the review and approval by the Township of Harrison and the Planning Board.

10. Although it is understood that nothing shall obligate the Applicant to commence construction by such date, the Applicant testified that it intends to begin the residential construction by 2011 and that the commercial construction will start within one year of the start of the residential construction. A more detailed phasing plan will be set forth at the time the Board considers the illustrative site plan and the site design guidelines for the GDP. The Applicant agreed that the 701st residential certificate of occupancy will not be issued until a minimum of 100,000 square feet of non-residential space is constructed and complete. Thereafter for each additional 100 residential homes completed, an additional 100,000 square feet of non-residential floor space will be built and completed. This representation shall be set forth in the Developer's agreement to be signed by the Developer and the Township.

11. The Applicant testified that the portion of the sewer plant which will serve all lands West of Route 55 (towards Woolwich Township) within the PVC Overlay area will be constructed in one phase at the expense of the Applicant/Developer. The construction and design of the sewer plant is the subject of a separate existing agreement between the Applicant and the Township, amendments to which are currently under negotiations by the parties. The sizing, design and construction of the plant is deferred to the Township Committee and the Township Sewer Engineer.

12. Each phase of this project shall obtain development approval before the appropriate Land Development Board and shall comply with all statutes and ordinances of the Township of Harrison taking into account any period of vested rights from changes in the zoning standards as provided by the Municipal Land Use Law unless such protections are otherwise modified specifically by the terms of this approval. Prior to each development application, the Applicant shall submit a conceptual plan to the Planning Board to ascertain the concerns of the Board and its professionals prior to the time the Applicant undertakes full Engineering of the site design. The cover page of the GDP shall be revised to add the following Statement to the cover sheet: "Conceptual site plans shall be submitted for Planning Board consideration prior to the submission of any preliminary and/or final subdivision and site plans."

13. Within one year of the date of the resolution memorializing the approval of the GDP, or no later than 90 days before the submission of the first application for preliminary development approval, which ever deadline occurs first, the Applicant will submit to the Planning Board "Site Design Guidelines." This submission shall occur prior to the first conceptual, site plan or subdivision application. The Site design guidelines shall include an Illustrative Site Plan for the entire GDP area. The Site Design Guidelines shall be submitted to the Planning Board for their review for consistency with the Stated GDP goals and objectives. Once deemed to be consistent by the Planning Board, they shall be incorporated into the GDP by the

Applicant. The detail set forth in the Illustrative Site Plan must be acceptable to the Board and its professionals. Under no circumstance shall a Site Plan or Subdivision application be deemed complete for review until these guidelines have been approved. Should the Applicant fail to submit these site design guidelines and receive approval of same by the Board, the Board may avail itself of the remedies set forth in NJSA 40:55D-45.7(a).

14. The Developer has requested vesting for a period of 20 years from the date of the Resolution memorializing the approval of the GDP Application. This is the maximum period of protection permitted by statute, and as a result no extensions are possible. The Board agreed to this period. In evaluating this request, the Board has reviewed the purposes of the ordinance and finds that an extended vesting period is appropriate in a development of this size, scale and complexity. A longer period of protection will allow for a more efficient and environmentally sensitive use of the land that would not other wise be possible under a piecemeal development. The extended vesting will encourage the Applicant to plan for the long-term phased development to promote a more economically feasible project. The extended vesting will promote an integration of the various phases of this project and will reduce infrastructure impacts. The Board also noted the current depression in the real estate market, the down turn in the financial and banking industries and the current constraints on the acquisition of construction financing. The extended vesting will allow for time to market and construct the commercial and office space in conjunction with the residential units to support same. It also recognizes that with a project of this size which is planned to be constructed over an extended period, that there may be weather, employment, transportation, work stoppages and other events beyond the control of the Developer that may occur and may impact the progress of the development. Based upon the scope and nature of this project the Board finds that in general, a vested rights period of twenty years is appropriate in this instance for most aspects of this approval. These rights however are modified and controlled by the specific conditions of this approval as set forth in this resolution and certain areas such as the number of affordable units to be constructed will not be governed by the concept of vested rights.

15. At such time as the Site Design Guidelines are approved by the Board, the Applicant shall submit a revised General Development Plan to conform to the Site Design Guidelines and the items addressed in the reports of the Board professionals which have been attached hereto and incorporated herein by reference as if fully set forth at length. The updated GDP shall be submitted to the Planning Board for their review and approval. After the GDP has been revised the Applicant may then submit the first concept plan and the first preliminary application

General Land Use Plan

16. The GDP submitted by the Applicant contains a general land use plan at a scale specified by the Township ordinance which indicates the tract area and general locations of the land uses to be included in the planned development. This GDP however does not set forth the land area to be occupied by each proposed use nor does it provide an estimate of same. The GDP shall be revised no later than one year from the date of the resolution memorializing this approval to include this information through the submission of an illustrative site plan and site design guidelines.

17. The Developer shall be required to gain the prior approval of the Planning Board if, after approval of the general development plan, the Developer wishes to make any variation in the location of land uses within the planned development or to increase the density of residential development or the floor area ratio of nonresidential development in any section of the planned development.

18. Once the illustrative site plan is approved and incorporated into the GDP, the Developer may, without violating the terms of the approval reduce the number of residential units or amounts of

nonresidential floor space by no more than 15% or reduce the residential density or nonresidential floor area ratio by no more than 15%; provided, however, that a Developer may not reduce the number of COAH units to be provided without prior municipal approval.

Housing Plan.

19. The Board finds that based upon sound planning principles, the economic value of the town center zoning to the developer, and the nature of the plan for this community the project is capable of accommodating affordable housing. The Applicant shall comply with all affordable housing statutes and regulations promulgated by the State of New Jersey, or any of its agencies and the Township of Harrison. Because of the uncertain nature of the regulations governing affordable housing at the present time, the Planning Board and the Applicant have agreed that it will satisfy the affordable housing obligation created by this project and that the total number of affordable housing units to be constructed as part of this project and the total affordable housing credits to be generated by the construction on site will be determined by the ordinances, laws or regulations in place at the time each phase of the project comes before the Planning Board for preliminary development approval. As such, in designing each residential component of this general development project, the Developer must review the entire land use plan to insure that the residential construction will accommodate the units which may be required and shall construct these units pursuant to the regulations promulgated by the New Jersey Department of Community Affairs or any other agency with jurisdiction at the time of the approval. This condition is by its nature subject to change based upon the law at the time of the approval of each phase. This understanding will be further set forth in a development agreement to be signed by the Developers and the Township.

20. The Housing Plan in this GDP shall be revised to include an affirmative marketing plan which will comply with N.J.A.C. 5:80-26.15 and COAH Regulations at N.J.A.C. 5:97-1, et. seq.

21. The Housing Plan in this GDP shall be revised to contain an inventory of any affordable units currently within the GDP project area. If these units are being demolished or removed they must be replaced and under the law, these families are given first choice on the new affordable housing.

22. The GDP shall be revised to include sample deed restriction language, which will be used to establish and preserve the affordable nature of the housing, as required by law. This shall be set forth in the Developer's agreement to be signed by the Developer and the Township.

Open Space and Recreation Plan

23. The GDP submitted by the Applicant contains a very basic open space plan which shows the proposed land area and general location of parks and other land areas to be set aside for conservation and recreational purposes and a general description of improvements proposed to be made thereon as a conceptual representation.

24. This plan also shows a range of the total amount of Open Space that will be provided within each Parcel. It is permissible for a Parcel to have less than 25% open space as long as the overall project Open Space within the Community is at least 25%. A running total shall be calculated with each preliminary application demonstrating compliance with this requirement. All proposed parks, plazas and squares are considered Open Space. Basins shall be included in the calculation of open space only if the Board finds that they serve an enhanced aesthetic purpose beyond the stormwater management use.

25. The open spaces will be accessible to the general public where appropriate. The Planning Board shall review and approve any such restriction on the access to the facilities. All improvements shall be subject to the review and approval of the Planning Board including the design and scale of the dog park.

Except for the Regional Park, all parks and other open spaces and including stormwater basins shall be owned and maintained by homeowners associations.

26. The Applicant is proposing to address the bulk of the need for active recreation created by this project by providing active recreation off site on the adjacent parcel identified as Block 3 Lot 33, through the construction of a regional park to serve the communities within this town center as well as the greater township community. The Board finds that an off tract improvement located upon lands Block 3 Lot 33 would work with this plan as the lot is immediately adjacent to the project and would be readily accessible to the community. An off tract improvement would also allow the improvement to address the broader recreational needs of the members of this community rather than limit the improvements to smaller isolated tot lots and the like. Absent these improvements, the GDP does not include an adequate plan for the creation of active recreation. With the proposal for the regional park, the Board finds that the recreation need created by this project will be satisfied and would not have an unreasonably adverse impact upon the area.

27. In assessing the recreational amenities to be included in the regional park as well its proposed size and possible design features, the Board received the opinion of the representative of the School Board as to their need for recreation, the testimony from a representative of the Township recreation commission and the testimony of the Board Planning professionals as well as the representations of the Developer. The Board finds that the following recreational improvements are appropriate and that they shall be planned and constructed by the Applicant on the site now known in the GDP as the "Regional Park":

- A minimum of 3 fields built to industry standards. For example soccer, football, lacrosse or Baseball fields, which must include dugouts and scoreboards, fencing and mounds.
- Regulation Courts (Basketball/or tennis).
- A paved perimeter walking path.
- A dog park.
- Roadway curb cuts, driveways and parking lot spaces.
- A comprehensive landscape system.
- An on-site stormwater management system.
- Playground and related equipment.
- Street trees, the landscaping of parking lots and driveways, and plant materials located along the walking path, the perimeter of the park along the stream corridor, and to screen adjacent residential properties.

28. All improvements identified above shall comply with the Township Ordinance standards and shall be approved by the Planning Board.

29. The Applicant testified that the regional park will be completed prior to the time the 701st residential certificate of occupancy is issued. The GDP shall be revised to include this representation and this representation shall be set forth in the Developer's agreement to be signed by the Developer and the Township.

30. The Board finds that a regional park immediately adjacent to this project will adequately address the recreational need created by the scope of this planned town center development. The specific amenities included in the park (i.e. basket ball v. tennis courts) may still need to be assessed and the Developer will discuss these specifics with the School Board and the Township representatives including its recreation officials to finalize the details. The GDP shall be revised to acknowledge the above.

31. The clubhouse for the age restricted units shall be located as close as possible to the age restricted units. The details regarding the required clubhouse shall be addressed as part of the "Site Design Guidelines." The clubhouse and associated indoor and outdoor recreational improvements to service the age restricted units shall

be fully constructed by the time fifty percent (50%) of the age restricted units have been completed. Completion is defined as the time the certificate of occupancy is issued.

32. The timing of the construction of the pocket parks proposed for the mixed-use sections shall be determined by the Planning Board at the time of the preliminary approval for each section.

Landscaping

33. Detailed landscaping plans for each phase of this project shall be furnished for review by the Board over the long term of the development process and most specifically with each application for development approval. The GDP shall be revised to include the comments set forth in the reports of the Board professionals.

34. Landscape buffers shall be provided by the Applicant to screen existing residential properties from proposed non-residential development and other proposed non-compatible land uses.

35. The maintenance of the landscaped median strips within various streets shall be the responsibility of an HOA or lot owner's association.

Utilities -Sewer

36. The GDP submitted by the Applicant must have public water and public sewer to be viable. The utility plan submitted as part of the GDP shall be revised and submitted along with the "site design guidelines" and shall include the conditions and information required by this approval.

37. The Property is located within a sanitary sewer district (the "Richwood Sewer Service Area"), as defined in the Township of Harrison Wastewater Management Plan and the Tri-County Water Quality Management Plan. Sewer service to these projects will be provided by a new wastewater treatment facility and a discharge-to-ground disposal facility (collectively sewer plans) to be funded by the Applicant. The construction and design of the sewer plant is the subject of a separate existing agreement between the Applicant and the Township, amendments to which are currently under negotiations by the parties (the "Sewer Agreement"). Neither the plant nor the RIBs may be located within the lands designated as part of the GDP or lands to be acquired in the future which are within the outbound limits of the overall GDP project. The sizing and design of the plant is deferred to the Township Committee and the Township Sewer Engineer. The final location of the plant and the RIBs shall be set in consultation with the Township Committee, the Township Sewer Engineer and the Planning Board.

38. The Township is the owner of Block 4, Lot 1 in the Township of Harrison, consisting of 28.435 acres more or less, which was acquired from the State of New Jersey by deed dated August 6, 1996, recorded in Deed Book 2685, Page 10 et seq. This property is restricted by deed for public use only. The Applicant testified that it will construct the sewer plant on this land at its expense in accordance with the requirements of the Sewer Agreement.

39. This sewage treatment facility is currently being designed under the direction of the Township to provide sufficient treatment capacity for all of the lands within this GDP and West of Route 55 according to the "Projected Flow Criteria" of N.J.A.C. 7:14A-23.3 . A Treatment Works Approval ("TWA") application has been submitted by the Township to NJDEP for the sewage treatment facility. All infrastructure shall be designed and sized to allow for easy connection to all adjacent parcels including but not limited to all out parcels which are contiguous to the lands within the GDP.

40. The discharge to groundwater disposal facility is in the process of being sized, located and designed. The Applicant testified that the rapid infiltration basins (RIBs) for the disposal of treated effluent utility may require up to 20 acres of land, depending on the types of soils. As a result of a recent action by Rowan University, it may be necessary for the Applicant to site all of the required RIBs on other property outside of the overlay zone as set forth upon the Township Zoning map . The RIBs will not be situated within the GDP area or lands to be acquired in the future which are within the outbound limits of the overall GDP project area. The site of the RIB's will have a significant impact upon the location and densities of the land uses within the GDP and therefore the final location of the RIBs must be reviewed and approved by the Planning Board and a formal amendment to the GDP must be obtained.

41. The sewer plant will be owned, operated and maintained by the Township of Harrison.

42. Pursuant to an undated report (Kondracki Report) from Edward Kondracki, Esquire, special sewer agreement counsel for Harrison Township Committee, which is attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth at length, the Applicant shall submit an amended utility plan to provide the following:

a. An outbound plan showing the existing Richwood sewer service area, as approved by the Wastewater Management Plan.

b. A "Sewer Capacity Needs Analysis" that includes the items set forth in the Kondracki Report.

c. A "Sewer Utility Plan", certified by a consulting Engineer, that includes the items set forth in the Kondracki Report.

43. The design of all pump stations and associated fencing, lighting and landscaping, shall be in accordance with the requirements and specifications of the Township of Harrison. The technical design of these facilities shall be approved by the Township Sewer Utility and the Township Sewer Engineer. The architectural or aesthetic design of these facilities shall comport with the aesthetics of the adjacent communities and shall be approved by the Planning Board.

Utilities-Water

44. Water is proposed to be provided by New Jersey-American Water (NJAW). The Applicant shall submit documentation that NJAW can meet the average daily demand, peak daily demand and fire flow demand (in accordance with AWWA and NFPA standards). Standard water use rates are used in the documents provided in the GDP. The Applicant anticipates an average water usage of 527,000 gallons per day. This is based on existing uses and proposed uses west of Route 55. Undeveloped parcels within the GDP and West of Route 322 must be included in the calculations. The water company has installed a transmission main in this area and the Board Engineer has opined that a water tower will likely be required. The GDP shall be revised to include a Statement that all applications for development approval shall include the agreement of New Jersey American Water to permit the extension of the lines and a "will serve" letter from the water company.

45. The Applicant shall include as part of each preliminary subdivision or site plan application, a "Will-Serve" letter from the water purveyor stating that the water purveyor has performed a "Firm Capacity" analysis and "Water Allocation" analysis in the form required by NJAC 7:10-11.5 and under both analyses has determined that it has adequate water capacity to supply the project. All infrastructure must be designed and sized to handle the most intense demand for water allowed by the approved land

uses including those out parcels which will be adjacent to the water line to be installed. The infrastructure shall also be designed to allow for easy connection to all adjacent out parcels.

46. The GDP shall be revised to identify Water supply sources along with any proposed interconnections with other systems in the GDP.

47. The Developer shall obtain a commitment from the Water Company to install the water service and a representation of the time of installation which shall be reviewed and approved by the Planning Board at the time of the final approval of each section of the project.

Utilities-general

48. Certain lines or section of lines may be relocated underground or above ground from along street frontages to the rear of lots so they are less visible. The GDP shall be revised to clearly State which areas have been identified to have the utilities underground at this time, in order to avoid conflicts at the application phase of each parcel. The Applicant has agreed to provide details on how these lines will be handled as part of the "Site Design Guidelines" to be submitted to the Board. Where possible, all utilities shall be placed within the right-of-way, and all possible steps shall be taken to avoid placement of utilities under the pavement, in order to assure ease of future maintenance. All necessary easements shall be designed to extend to the Applicant's property lines and shall be shown on the plans at time of the preliminary applications for development approval.

49. Freestanding cell phone towers will not be permitted in the GDP area. The Applicant shall integrate any communication antennae into the architecture of the structures to be built within the community. Aesthetic options shall be encouraged and explored with any development application for this site.

50. Natural Gas service will be provided for this project by South Jersey Gas._Commitment letters from other utilities such as gas, electric and cable television shall be provided as a condition of development approval for any phase.

51. The installation of fiber optics or other more advanced systems not currently in the area shall be considered during the construction /reconstruction of the roadway system.

52. The GDP shall be revised to include the following statement: "Facilities shall be planned in such a way to anticipate future utility needs and wherever reasonably feasible, shall be sited to reduce the capital costs associated with any future central utility construction."

Stormwater

53. The GDP proposed by the Applicant contains a basic storm water management plan setting forth an overview of the proposed method of controlling and managing storm water on the site through privately owned basins and drainage facilities. The specific details of the storm water design for each phase of the project will be subject to the review and approval of the land development Board at the time of the development application for each individual phase of the project. As each project is submitted the storm design for the overall project shall be reviewed with an eye towards integrating the design to insure the safe and efficient operation of the design. It is required that more detailed plans be furnished over the long term of the development process and the GDP be revised to include the comments set forth herein. With these understandings the Board finds that the basic proposal for storm water management indicates the development will not have an unreasonably adverse impact upon the area.

54. The Applicant is aware that Gloucester County is preparing an Upper Raccoon Creek Watershed Regional Stormwater Management Plan. The stormwater management design for the subject property shall be consistent with the specifications outlined in the Upper Raccoon Creek Watershed Regional Stormwater Management Plan if it is enacted at the time of Preliminary approval for any particular phase.

55. The Applicant intends to attenuate the increase in stormwater runoff produced by the development through a series of approximately thirteen (13) stormwater management basins. These basins will be designed as wet basins, dry basins or combination wet/dry basins. Wet basins or ponds, will be utilized where possible, and shall include in their design, aesthetic features and elements including aerators and fountains. Dry basins, or infiltration basins, will be used to meet the NJDEP requirements for groundwater recharge. The combination basins, or wet pond/infiltration, will be utilized to satisfy multiple stormwater management requirements while providing an attractive focal point.

56. The GDP shall be revised to State that basin #2A and basin #13 are off tract improvements, but that the lands are under the control of the Applicant. Further, the Applicant shall construct these basins and any infrastructure necessary for the system. Basin 7A is noted to be an infiltration basin and wet pond combination. Proposed details concerning such a combination shall be provided for review at each development application to confirm that such a basin can be built.

57. All basin designs shall include landscaping. The GDP shall be revised to contain these requirements. The Applicant is advised that if fencing is required for the basins, decorative fencing is to be provided.

58. All basins are to be privately owned and maintained by a Homeowner's Association or Lot Owners Association.

59. The GDP shall be revised to include the additional notes set forth in the review letters of the Board professionals.

60. A television inspection of the storm drain system shall be required prior to final acceptance of any parcel by the Township.

61. The Board Engineer has testified that the overland swales as depicted in Parcel A can cause drainage and maintenance issues and have the potential for debris collection and flooding. Slopes for such swales shall be a minimum of two percent (2%) and the GDP shall be revised to include this obligation.

Community Facilities Plan

62. The plan calls for a minimum of 8.5 acres of land to be dedicated for the development of community facilities. The Applicant testified that the market rate residential dwellings contemplated for this entire project are projected to introduce less than 283 school age children into the community and the entire project will increase the need for additional police, fire and ambulance coverage. The GDP submitted by the Applicant contains a general community facility plan indicating the scope and type of supporting community facilities which may include, but not be limited to, educational facilities and fire and police sub stations. The plan proposes to provide between 3.2 and 6.5 acres of land within the sewered lands of the GDP to the Township for the construction of a new school. The exact amount of land to be dedicated to the school's use will be negotiated between the Applicant and School Board. The additional lands required for community facility use shall be set forth in the project as approved by the

Planning Board and shall be dedicated to the Township for police, fire, ambulance and/or other municipal facilities.

63. Page 4 of the Applicant's plan under the heading of "Police" indicates that the presence of private security for the commercial portion may mitigate the need for additional Township police officers. The means by which this private security force is to be guaranteed shall be stipulated as well as the approximate manpower determined at submittal of Site Design Guidelines. The applicant has further agreed that at the time of the preliminary site plan or subdivision approval for each phase of the project, the developer and applicant shall stipulate to a means by which the end user will be provided with actual notice of this obligation to provide for private security if needed. The Developer is advised that the Planning Board considers the appropriate method to deliver actual notice to be a recordation of this obligation upon the land records of the County.

64. The plan references the proximity of fire companies in adjacent municipalities. The GDP shall be revised to indicate the locations of these stations and their proximity to the proposed development. Response times from these stations shall be provided to demonstrate conformance with National Fire Protection Association (NFPA) requirements.

65. The Board Engineer requires that the table for Expected School Children on page 2 be expanded to indicate Public School Age Children (PSAC) to clarify the numbers of children actually anticipated to attend public school.

Fiscal Impact

66. The GDP submitted by the Applicant contains a fiscal report describing the anticipated demand on municipal services to be generated by the planned development and any other financial impacts to be faced by municipalities or school districts as a result of the completion of the planned development. The report shall be revised to break the net tax impact down by receiving entity (i.e. County, State, school, municipal, fire, etc.). This then needs to be compared to impacts that must be addressed by each entity.

67. The Applicant, Township and the Township's redevelopment entity may be entering into a redevelopment agreement which will affect the development of the lands encompassed in this GDP. The Fiscal impact analysis in the GDP shall be revised to state that a more comprehensive study will be made by the Applicant, as part of the redevelopment process, and will be replacing the existing study. The findings of that study may have an impact upon this fiscal impact analysis and if so, this fiscal impact analysis shall be revised to comport with the findings made as part of the redevelopment process. Further, the Fiscal Impact Analysis as currently submitted, does not reflect the impact of COAH units and assumes a constant amount of State aid for school age children. These factors must be taken into account when analyzing the impact of this project. Any new fiscal impact analysis shall address these issues. The Applicant shall revise the Fiscal Impact Analysis as needed and directed by the Planning Board to reflect the "most current" development scenario at the time of each preliminary development submission and once revised shall be incorporated into the GDP.

Circulation and Traffic

68. The GDP submitted by the Applicant contains a basic circulation plan showing the general location of facilities for pedestrian access, within the planned development and proposed improvements to the existing transportation system outside the planned development. Reservation to accommodate future public transit is built into the plan.

69. This plan articulates that Gloucester County is aiding in the provision of certain roadway improvements associated with State Highway Route 322. The Board Engineers have reviewed this project with the Gloucester County Department of Engineering. They testified that along with the widening of Route 322, the County will be constructing a portion of the connecting loop from Route 322 to Lambs Road and a connector from Harrisonville Road to Richwood Road that will line up with proposed Street 'C'. All improvements not constructed by the County but otherwise required for this plan are the responsibility of the Applicant or Developer.

70. The Developer shall comply with all conditions and requirements of the County of Gloucester with regard to the necessary road infrastructure improvements. The Board Engineer testified that the County of Gloucester is requiring the Developer of the Richwood town center or any portion within the GDP area to construct the following road improvements:

- Extend Street 'A' from the proposed roundabout to Barnsboro Road to provide alternate means to bypass Route 322.
- Construct a roundabout at the intersection of the connector road and Richwood Road to provide traffic calming.

71. The larger roadways are proposed to be public and publicly maintained. All alley ways shall be privately owned and maintained by the Homeowners Associations. The Applicant shall petition the Township for Title 39 enforcement in these alleyways pursuant to Township ordinance and State statute.

72. The Applicant will work with the Township and the County to address a safe pedestrian crossing of Route 322.

73. The Traffic Impact Statement and analysis shall be revised to address the conditions and revisions required by the reports of the Board professionals attached hereto and incorporated herein by reference as if fully set forth at length. The GDP shall be revised to state that these improvements will be constructed and to set forth the timing of the construction of these infrastructure improvements. The phasing of this construction shall be reviewed and approved by the Board as part of the review of any revised GDP submission and each application for preliminary approval.

74. Aura Road will collect traffic from Parcels 'F' and 'G' and perhaps from the Mt. Pleasant Orchards development. The GDP shall be revised to state that the realignment and widening of Aura Road and construction of Main Street, between Route 322 and Street "C", shall be constructed as the first order of work, in conjunction with the completion of the "inner loop" of roadway in order to direct construction traffic away from Route 322 and the existing intersection with Aura Road. The work may be done in sections in accordance with a phasing plan approved by the Planning Board and the County. The Applicant acknowledges its responsibility to perform such additional work as may be necessitated by traffic engineering considerations in association with Planning Board review and County approval.

75. The Applicant's traffic Engineer has testified that its traffic studies suggest that the eastbound Route 322 approach should be made to consist of two (2) left-turn lanes, two (2) through lanes, and a channelized right-turn lane. The Board Engineer has testified that at the present time, the County has indicated that it will only be responsible to improve this approach with one (1) left-turn lane, one (1) exclusive through lane, and a shared through/right-turn lane in order to limit the amount of widening needed for Route 322. Nevertheless, the County has advised the Board Engineer that they approve the additional improvements suggested and will cooperate with the Developer and permit the Developer to construct these improvements, including two left turn lanes eastbound onto Route 322, if the traffic studies warrant

these improvements. The Applicant shall submit its traffic studies to the County and the additional improvements shall be constructed by the Developer.

76. Based on information contained in the traffic study, traffic signals are warranted at the Lambs Road/Route 322 jug-handle ramp intersection and the Lambs Road/Retail Site driveway intersection upon full build out of the proposed Villages at Richwood development. Responsibility for the construction of these signals and expense of construction shall be the obligation of the Developers of the project.

77. The obligation to install these traffic improvements shall be set forth in the Developers agreement to be signed by the Developer and the Township.

78. The Board Engineer testified that even with the proposed improvements, some movements and approaches within the project limits on roads under the County jurisdiction are expected at operate at a level of service (LOS) "D" or "F" during peak periods. Level of Service "F" is not acceptable for any turning movements. This may be alleviated if the additional connectors required by the County are installed. An updated traffic report to address these concerns shall be submitted by the Applicant with each submission of an application for preliminary approval.

79. The GDP shall be revised to state that the portion of the bike path along Barnsboro-Richwood Road will be constructed by the Applicant on lands which it owns and on lands which it does not own provided that the Township or the County provides the appropriate easement or right of way.

80. Sidewalks will be placed on both sides of all roads except where those sidewalks encounter multi-purpose trail. In that instance the trail will be installed.

81. The Board Engineer has testified that the nature of the Town center and the goal of a walkable community may raise pedestrian and bicycle safety concerns and the overall plan for the development of this part of the Township may require some form of safe pedestrian connection between the outskirts of this project, and those lands which are adjacent to the lands owned developed as the South Jersey Tech park and those lands owned by Rowan University and the University Campus. The Board acknowledges that the developer of the GDP does not have ownership or control of these off tract areas but requests that the developer engage in a discussion with the University in order to explore the possibility of a unified plan for pedestrian access to address the safety issues. The Applicant testified that over the lands it does control, it would work with the County to design pedestrian and bicycle connections to link the northern and southern sides of the Town center.

82. The plan as proposed has adequate locations for bus shelters and NJ Rapid transit bus pick up points.

83. The construction of any proposed collector roads shall begin with the start of construction upon the first phase or section the roadway abuts and the roadway shall be completed before the completion of fifty percent (50%) of the development within the section, which abuts the road. Completion is measured by the issuance of a Certificate of Occupancy.

84. The Applicant is required to revise the GDP to set forth these requirements. Should the Applicant choose not to construct the improvements, a revised GDP shall be required which reflects the changes to the traffic system and which addresses any impacts on development potential and mixture of uses.

Environmental

85. The GDP submitted by the Applicant contains a basic over view of the environmental features of the site including a general description of the vegetation, soils, and topography. The environmental inventory shall be supplemented to include the probable impact of the development on the environmental attributes of the site including threatened and endangered species and habitat. It is required that more detailed plans be furnished with each application over the long term of the development process. The GDP must be revised to include the comments set forth herein.

86. The Applicant shall include a copy of the wetlands and stream encroachment permits identified in #1 under State permits on page 14 of the GDP in the plan.

87. The Environmental Inventory States that the topsoil at the site that is contaminated with residual pesticides will be consolidated into berms along the edge of Route 55 and capped. In addition, with NJDEP compliance averaging, some topsoil containing residual pesticides will remain in the soils on the site. Should any of the lands which will be developed residentially or which will be accessible to the public contain these residual pesticides in levels which exceed the voluntary clean up criteria, then those lands shall be the subject of a notice placed within the deeds of each lot which provide full disclosure to property owners concerning the types and levels of pesticides in the soils at the site.

88. The Environmental Inventory summarizes the details for three (3) different environmental investigations and indicates that additional environmental investigations will occur as properties are acquired. As each preliminary application is submitted to the Planning Board, a detailed summary is to be provided of the environmental reports and approvals relating to the lots that make-up the application. Due to the large area of development and number of environmental investigations at the site, an overview of the various environmental investigations (existing and future) for the development shall be included in the GDP.

89. The Environmental Inventory did not discuss the potential for the presence of threatened and endangered species on the subject property. With each application for preliminary approval, the Applicant shall provide information concerning threatened and endangered species on the subject property. Please include data heritage search results for the subject property.

General Issues.

90. The Applicant shall enter into a written Developer's agreement with the Township which will specifically incorporate the provisions of the ordinance and the conditions set forth herein. The Agreement shall reflect the Applicant's commitment to construction of the infrastructure improvements, the community facilities, and the affordable housing on site; the Applicant's commitment to provide for the construction of affordable housing pursuant to the statutes, ordinances, regulations and laws in place at the time of the development approval of each phase of the project, the Applicant's commitment to construct the planned roadway infrastructure off site and to reasonably remedy the roadway infrastructure deficiencies identified by the Township and required to be remedied as a result of changes in applicable statutes, laws, ordinances or regulations, The Applicant's commitment to the phasing or timing schedules that includes monitoring of the construction of affordable housing, the construction of off tract and off tract improvements. A draft of the Developer's agreement shall be submitted and reviewed and approved by the Township and Board Solicitors.

91. Upon the completion of each section of the development as set forth in the approved general development plan, the Developer shall notify the Construction Official and the Planning Board by

certified mail. For the purposes of this requirement, "completion" of any section of the development shall mean that the Developer has acquired a certificate of occupancy for every residential unit or every nonresidential structure, as set forth in the approved general development plan. If the municipality does not receive such notification at the completion of any section of the development, the municipality shall notify the Developer, by certified mail, in order to determine whether or not the terms of the approved plan have been met.

92. Pursuant to the Municipal Land Use Law, if a Developer does not complete any section of the development within eight months of the date provided for in the approved plan, or if at any time the municipality has cause to believe that the Developer is not fulfilling his obligations pursuant to the approved plan, the municipality shall notify the Developer, by certified mail, and the Developer shall have 10 days within which to give evidence that he is fulfilling his obligations pursuant to the approved plan. The municipality thereafter shall conduct a hearing to determine whether or not the Developer is in violation of the approved plan. If, after such a hearing, the municipality finds good cause to terminate the approval, it shall provide written notice of same to the Developer and the approval shall be terminated 30 days thereafter.

93. Pursuant to the Municipal Land Use Law, in the event that a Developer does not apply for preliminary approval for the planned development within five years of the date upon which the general development plan has been approved by the Planning Board, the municipality shall have cause to terminate the approval.

94. The Developer shall obtain the necessary approvals from all outside agencies with jurisdiction, including but not limited to the NJ DEP, the Gloucester County Planning Board, the NJ DOT, the Gloucester County soil conservation district and such other County, State and municipal agencies as my have jurisdiction over particular aspects of this proposed development. The Applicant shall comply with all requirements of New Jersey Statute 40:55D-45.7 et seq.

95. Under no circumstances shall any soil or earth be sold, used as spoil or otherwise removed from the site and no trees may be cleared unless application is made and approval granted by the Township of Harrison or approved by the Planning Board.

96. The Applicant is notified that an inspection escrow must be posted prior to the start of any activity or work on the site including the moving of dirt, clearing of vegetation or the installation of any improvements.

97. The Applicant must pay any and all required fees that are due or may become due to the Township within seven (7) days notice thereof, including but not limited to settlement of any outstanding review escrow accounts.

NOW THEREFORE BE IT RESOLVED, that the application for General Development Plan Approval for a project known as the Richwood Town Center shall be **GRANTED** subject to the conditions outlined above.

ATTEST

Susanne Rhudy, Secretary

HARRISON TOWNSHIP PLANNING BOARD

Joseph D. Pacera, Chairperson

The undersigned, Secretary of the Planning Board of Harrison Township, hereby certifies that the above is a true copy of a resolution adopted by said Board on the 19th day of February, 2009.

Susanne Rhudy, Secretary

Ayes: 8	Nays: 1	Abstentions: 0	Not voting 0
Pacera	yes	Bergman	yes
McElwee	yes	Manzo	yes
Kowalik	yes	Trunk	yes
Maccherone	no	Diggons	yes
Reidenauer	yes		

ORDINANCE NO. 46-2011

AN ORDINANCE OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF HARRISON, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY ADOPTING AN AMENDED REDEVELOPMENT PLAN PURSUANT TO N.J.S.A. 40A:12A-7 FOR AN AREA IN NEED OF REDEVELOPMENT

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, a redevelopment project must be undertaken pursuant to a "Redevelopment Plan" adopted by a Township Ordinance and said Redevelopment Plan must include an outline for the planning, development, redevelopment or rehabilitation of the project area; and

WHEREAS, the Governing Body of the Township of Harrison directed the Planning Board of Harrison Township ("Planning Board") to conduct a Preliminary Investigation to determine whether Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17; Block 3, Lots 1, 1.01, 2, 2.01, 2.02, 2.03, 2.04, 2.05, 2.06, 3, 3.01, 3.02, 3.03, 3.04, 3.05, 3.06, 8, 9; Block 4.01, Lots 1, 2; Block 22, Lots 1, 1.01, 1.02, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 11.01, 11.02, 12, 12.02, 12.03, 12.04, 13, 13.01, 14, 16; Block 23, Lots 1, 1.01; Block 24, Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17; Block 24.01, Lot 1; Block 25, Lots 1, 2, 3, 4, 5, 6, 7, 7.01, 7.02, 8, 10, 10.01, 10.02, 11, 12, 13, 14, 15, 16, 17, 18, 19, 19.01, 19.02, 19.03, 20, 21, 23, 23.01, 23.02; and Block 30, Lot 1 (hereinafter "Redevelopment Area") is an area in need of redevelopment pursuant to the criteria set forth in N.J.S.A. 40A:12A-5; and

WHEREAS, the Planning Board held a public hearing on Thursday, August 7, 2008 at 7:30 p.m., and recommended that the Redevelopment Area be designated as an area in need of redevelopment; and

WHEREAS, the Governing Body approved the recommendations of the Planning Board and adopted a resolution designating the Redevelopment Area as an area in need of redevelopment; and

WHEREAS, the Planning Board also recommended to the Governing Body that they adopt the redevelopment plan for the Redevelopment Area entitled "Richwood Redevelopment Plan 2008," prepared by the Planning Board's Planner, Robert F. Melvin, PP, AICP ("Redevelopment Plan"); and

WHEREAS, the Governing Body of the Township of Harrison adopted the Redevelopment Plan of the Township of Harrison for the area referenced herein as the Redevelopment Area; and

WHEREAS, the Governing Body has determined that more specific plans are necessary in order to effectuate the redevelopment of the following blocks and lots within the redevelopment area: Block 2, Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17; Block 3, Lots 1, 2, 3; Block 22, Lots 4, 5, 6, 7, 8, 9, 10, 11, 11.01, 11.02, 12, 13, 13.01, 16; Block 23, Lots 1, 1.01; Block 24, Lots 2, 3, 4, 6, 7, 8, 9, 17; Block 24.01, Lot 1; Block 25, Lot 10; and Block 30, Lot 1; and

WHEREAS, the Governing Body has determined that it is in the best interest of the Township to adopt an amendment to the Redevelopment Plan; and

WHEREAS, the Planning Board has reviewed and approved this Ordinance and the proposed Plan Amendments; and

WHEREAS, the Redevelopment Plan Amendments meet the requirements of N.J.S.A. 40:12A-1 *et seq*, and are consistent with the Township's Master Plan.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of Township of Harrison, as follows:

Section 1. The Township hereby adopts the Amendment to the Richwood Redevelopment Plan as set forth as follows:

(remainder of page intentionally left blank)

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for the drive-thru window shall be designed in accordance with standards found in Section 225-86.G. and shall be separated from any off-street parking areas and their aisles, loading areas, and trash enclosures.

3.29 Sidewalk and Outdoor Seating

A. A minimum of 5 feet or half the width of the sidewalk, whichever is greater, shall be maintained free of tables and other encumbrances to permit free passage of pedestrian, handicapped and wheelchair traffic around the sidewalk cafe.

B. Extended awnings, canopies, or large umbrellas shall be permitted and located to provide shade.

C. Sidewalk cafes shall be required to provide outdoor trash receptacles.

D. Tables, chairs, planters, trash receptacles and other elements of street furniture shall be compatible with the architectural character of the building where the establishment is located.

E. The operator of a sidewalk cafe shall be responsible for maintaining a clean, litter-free and well-kept appearance within and immediately adjacent to the area of their activity.

F. Noise generated by a sidewalk cafe shall not be any greater than the level of ambient noise at that location. The use of outdoor speakers, microphones, televisions or other audio or video devices are prohibited.

G. The hours of operation for sidewalk cafes cannot exceed the hours of the primary establishment and in no event later than 12:00 a.m.

H. All sidewalk cafes shall have an opening for ingress and egress at all times.

I. No signs shall be permitted in the area of the sidewalk cafe except easel and awning signs. There shall be no logos or advertising upon any umbrellas.

J. No tables, chairs or other equipment used in the sidewalk cafe shall be attached, chained or in any manner affixed to any tree, post, sign, curb or sidewalk or property. All equipment used in connection with the operation of a sidewalk cafe shall be of sufficient size and weight to avoid being blown about by the wind. No food items shall be served upon paper, Styrofoam, or plastic utensils. All equipment, tables, chairs, umbrellas, etc. pertaining to the outdoor seating area shall be removed at the end of each and every evening and secured within the confines of the building. No equipment, tables, chairs or any other material of any kind shall be permitted to remain outdoors during hours in which the business is not open to the public and operating.

K. When a sidewalk café is located at a street corner, vision clearance requirements shall be in accordance with the Code. When a sidewalk café is adjacent to an alley or driveway, these regulations may also apply.

L. Outdoor heaters may be utilized upon the approval of the Construction Official.

M. No vending machines, carts or objects for the sale of goods shall be permitted in a sidewalk café.

3.30 Affordable Housing

The following shall apply to the provision of affordable housing within the Redevelopment Area:

A. Pursuant to the current rules of the New Jersey Department of Community Affairs – Local Planning Services, formerly the New Jersey Council on Affordable Housing (“DCA” and “COAH” respectively), N.J.A.C. 5:96 and 5:97, the affordable housing obligation shall be 300 affordable housing units. At the time of the first application for major site and/or subdivision plan approval, the obligation shall be re-evaluated by both the applicant and the Planning Board taking into consideration the most current State of New Jersey rules and regulations pertaining to

4.0 PLAN IMPLEMENTATION STRATEGY

4.1 Structure and Powers of the Redevelopment Entity

The Township Committee shall serve as the Redevelopment Entity. The Redevelopment Entity shall review all proposals before applications for development are submitted to the Planning Board, may request supplemental information, and, at its discretion, determine the acceptability of such submissions and determine whether to proceed with redeveloper designation and negotiation of a redevelopment agreement. The Planning Board shall review all development applications in accordance with the Municipal Land Use Law ("MLUL"), N.J.S.A. 40:55D-1 et seq., and as set forth in this Plan Amendment.

4.2 Property Acquisition

Harrison Township will not acquire any property located within the Interior Richwood Redevelopment Area through eminent domain.

4.3 Relocation of Displaced Residents and Businesses

No residential or commercial property owners or tenants will be displaced pursuant to the Plan; therefore there is no need for a temporary or permanent relocation plan for such residents or businesses.

4.4 Affordable Housing Obligations

As each development application is submitted, affordable housing obligations will be evaluated per State laws and regulations and shall be established in accordance with such laws and regulations.

4.5 Housing Inventory

In accordance with N.J.S.A. 40A:12A-7a(6), the municipality conducted an inventory of all housing units affordable to low and moderate income households that will be removed as a result of implementation of this Plan. Based upon a review of available documentation concerning the Township of Harrison's affordable housing, it appears that no COAH deed-restricted affordable housing units will be removed as a result of implementation of this Redevelopment Plan within the Redevelopment Area. Since there are no affordable housing units that will be affected by the implementation of the Redevelopment Plan, there is no need to provide any affordable replacement housing pursuant to N.J.S.A. 40A:12A-7a(7).

4.6 General Provisions

This Plan shall supersede any and all of the other provisions of the Township Zoning Ordinance (Chapter 225) for the Interior Richwood Redevelopment Area. The Plan represents the land use structure of the Interior Richwood Redevelopment Area and cannot be modified without Plan amendment, except as modified below. Waivers for minor deviations from the Plan may be granted by the Planning Board during site plan review. This Plan contains two elements identified as "Land Use/Transect Regulating Plan" and "Circulation Regulating Plan" which shall be utilized in conjunction with this Plan as well as the Original Redevelopment Plan. These plans are to be used in conjunction with the regulations found in this plan to guide development in the entirety of the Redevelopment Area. The "Land Use/ Transect Regulating Plan" establishes 5 Transects which establish permitted uses, permitted maximum development potential and permitted building types. The "Circulation Regulating Plan" establishes required right-of-way allocations and improvements for both vehicular and pedestrian circulation.

A minor deviation is a request for non-compliance with a requirement of this Plan, provided that the deviation is consistent with the overall goals and objectives of the Plan, does not undermine the intent and purpose of the Plan, and substantial complies with the requirements of the Plan.

RESOLUTION NO. 26-2014

RESOLUTION OF THE HARRISON TOWNSHIP JOINT LAND USE BOARD REGARDING THE RICHWOOD AMENDED REDEVELOPMENT PLAN - NORTHSIDE COMMERCIAL REDEVELOPMENT AREA BLOCK 24, LOTS 2.01, 3, 6, 7, 8, 9 AND BLOCK 24.01, LOT 1

WHEREAS, by Resolution No. 160-2008, adopted August 18, 2008, the Mayor and Committee of the Township of Harrison designated certain lands located within the Township, known as Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17; Block 3, Lots 1, 1.01, 2, 2.01, 2.02, 2.03, 2.04, 2.05, 2.06, 3, 3.01, 3.02, 3.03, 3.04, 3.05, 3.06, 8, 9; Block 4.01, Lots 1, 2; Block 22, Lots 1, 1.01, 1.02, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 11.01, 11.02, 12, 12.02, 12.03, 12.04, 13, 14, 15, 17; Block 24.01, Lot 1; Block 25, Lots 1, 2, 3, 4, 5, 6, 7, 7.01, 7.02, 8, 10, 10.01, 10.02, 11, 12, 13, 14, 15, 16, 17, 18, 19, 19.01, 19.02, 19.03, 20, 21, 23, 23.01, 23.02; and Block 30, Lot 1 as shown on the Harrison Township Tax Map (hereinafter "Redevelopment Area"), as an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-6.b(5)(b) of the Local Redevelopment and Housing Law (the "Redevelopment Law"), N.J.S.A. 40A:12A-1 *et seq.*; and

WHEREAS, the Redevelopment Law, N.J.S.A. 40A:12A-4(a)(3) and -7, authorizes the governing body to prepare, adopt, revise or amend a redevelopment plan for a designated redevelopment area; and

WHEREAS, by Ordinance No. 26-2008, the Mayor and Committee adopted a redevelopment plan for the Redevelopment Area, known as the "Richwood Redevelopment Plan 2008", and by Ordinance No. 46-2011, adopted an amendment known as the "Richwood Amended Redevelopment Plan"; and

WHEREAS, by the introduction of Ordinance Nos. 24-2014 and 25-2014 on August 18, 2014, the Mayor and Committee have proposed certain further amendments to the Redevelopment Plan, known as the "Richwood Amended Redevelopment Plan, Harrison Township, New Jersey (Southside Commercial Redevelopment Area)" and the "Richwood Amended Redevelopment Plan, Harrison Township, New Jersey (Northside Commercial Redevelopment Area)" respectively, for amended redevelopment plans prepared by Robert F. Melvin, AICP/PP of Group Melvin Design; and

WHEREAS, by Resolution No. 170-2014, adopted August 18, 2014, the Mayor and Committee referred the proposed amended redevelopment plan entitled "Richwood Amended Redevelopment Plan, Harrison Township, New Jersey (Northside Commercial Redevelopment Area)" for Block 24, Lots 2.01, 3, 6, 7, 8 and 9 and Block 24.01, Lot 1, dated August 11, 2014 (the "Plan"), to the Board for review in accordance with N.J.S.A. 40A:12A-7; and

WHEREAS, N.J.S.A. 40A:12A-7 requires the Board to transmit to the Governing Body a report containing its recommendations concerning the proposed redevelopment plan, or revision or amendment thereto, including the Board's identification of any provisions that are inconsistent with the municipal Master Plan, and providing any recommendations the Board may have thereof; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, the Board has undertaken a review of the Plan; and

WHEREAS, the Board was guided in its review of the Plan by the comments, advice and memorandum dated August 19, 2014 of its planning consultant, Robert F. Melvin, AICP/PP, a copy of the memorandum which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Board provided the public with an opportunity to comment on the Plan; and

WHEREAS, having reviewed the Plan and considered any comments made during the Board's review of the Plan at a meeting held on August 21, 2014, the Board finds that all provisions in the Plan are consistent with the Harrison Township Master Plan, are designed to effectuate the Harrison Township Master Plan, and the Board recommends that same be adopted by the Mayor and Committee of the Township of Harrison.

NOW, THEREFORE, BE IT RESOLVED by the Harrison Township Joint Land Use Board, as follows:

1. The above recitals are incorporated and made a part hereof as if set forth at length herein.

2. The Board makes the following findings:

   a. Robert F. Melvin, AICP/PP, of Group Melvin Design, is a duly qualified planning expert.

   b. During its review of the Plan, entitled "Richwood Amended Redevelopment Plan, Harrison Township, New Jersey (Northside Commercial Redevelopment Area)", dated August 11, 2014, for Block 24, Lots 2.01, 3, 6, 7, 8 and 9 and Block 24.01, Lot 1, the Board received the comments of Mr. Melvin, the author of the Plan.

   c. Mr. Melvin prepared a memorandum dated August 19, 2014, to the Board confirming that the Plan is consistent with the 2006 Harrison Township Master Plan Re-examination, the 2013 Master Plan Re-examination, and the Master Plan Goals and Objectives, a copy of which memorandum is attached hereto as Exhibit A and made a part hereof.

   d. The Board is satisfied that the Plan satisfies the criteria required by the Redevelopment Law, N.J.S.A. 40A:12-7.

   e. The Board hereby finds and determines that the "Richwood Amended Redevelopment Plan, Harrison Township, New Jersey (Northside Commercial Redevelopment Area)" is consistent with the Harrison Township Master Plan, and to the extent there are any inconsistencies between the Plan and the Master Plan, the Board is satisfied that any such provision is included to effectuate the overall goals and objectives of the Harrison Township Master Plan.

3. The Board hereby recommends that Ordinance No. 25-2014, adopting the Richwood Amended Redevelopment Plan, Harrison Township, New Jersey (Northside Commercial Redevelopment Area), be adopted by the Mayor and Committee of the Township of Harrison as the amended redevelopment plan for Block 24, Lots 2.01, 3, 6, 7, 8 and 9 and Block 24.01, Lot 1, pursuant to N.J.S.A. 40A:12A-1, *et seq.*

4. Upon its adoption, the Board Secretary shall furnish a copy of this Resolution, which shall be, and hereby is, the report of the Planning Board, as required by N.J.S.A. 40A:12A-7(e), to the Governing Body containing the Planning Board's recommendation regarding the adoption of the Amended Redevelopment Plan, Harrison Township, New Jersey (Northside Commercial Redevelopment Area), dated August 11, 2014, to the Municipal Clerk for consideration by the Mayor and Committee of the Township of Harrison.

5. This Resolution shall take effect immediately.

ATTEST:

By: _____
Cyndi Quast, Secretary

HARRISON TOWNSHIP JOINT LAND USE BOARD

By: _____
Nancy Kowalik, Vice Chair

The undersigned, Secretary of the Harrison Township Joint Land Use Board, hereby certifies that the above is a true copy of the Resolution adopted by said Board on the 21st day of August, 2014.

_____
Cyndi Quast, Secretary

RESOLUTION NO.27 -2014

RESOLUTION OF THE HARRISON TOWNSHIP JOINT LAND USE BOARD REGARDING THE RICHWOOD AMENDED REDEVELOPMENT PLAN - SOUTHSIDE COMMERCIAL REDEVELOPMENT AREA BLOCK 2, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 AND 15 AND BLOCK 23, LOTS 1 AND 1.01

WHEREAS, by Resolution No. 160-2008, adopted August 18, 2008, the Mayor and Committee of the Township of Harrison designated certain lands located within the Township, known as Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17; Block 3, Lots 1, 1.01, 2, 2.01, 2.02, 2.03, 2.04, 2.05, 2.06, 3, 3.01, 3.02, 3.03, 3.04, 3.05, 3.06, 8, 9; Block 4.01, Lots 1, 2; Block 22, Lots 1, 1.01, 1.02, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 11.01, 11.02, 12, 12.02, 12.03, 12.04, 13, 14, 15, 17; Block 24.01, Lot 1; Block 25, Lots 1, 2, 3, 4, 5, 6, 7, 7.01, 7.02, 8, 10, 10.01, 10.02, 11, 12, 13, 14, 15, 16, 17, 18, 19, 19.01, 19.02, 19.03, 20, 21, 23, 23.01, 23.02; and Block 30, Lot 1 as shown on the Harrison Township Tax Map (hereinafter "Redevelopment Area"), as an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-6.b(5)(b) of the Local Redevelopment and Housing Law (the "Redevelopment Law"), N.J.S.A. 40A:12A-1 *et seq.*; and

WHEREAS, the Redevelopment Law, N.J.S.A. 40A:12A-4(a)(3) and -7, authorizes the governing body to prepare, adopt, revise or amend a redevelopment plan for a designated redevelopment area; and

WHEREAS, by Ordinance No. 26-2008, the Mayor and Committee adopted a redevelopment plan for the Redevelopment Area, known as the "Richwood Redevelopment Plan 2008", and by Ordinance No. 46-2011, adopted an amendment known as the "Richwood Amended Redevelopment Plan"; and

WHEREAS, by the introduction of Ordinance Nos. 24-2014 and 25-2014 on August 18, 2014, the Mayor and Committee have proposed certain further amendments to the Redevelopment Plan, known as the "Richwood Amended Redevelopment Plan, Harrison Township, New Jersey (Southside Commercial Redevelopment Area)" and the "Richwood Amended Redevelopment Plan, Harrison Township, New Jersey (Northside Commercial Redevelopment Area)" respectively, for amended redevelopment plans prepared by Robert F. Melvin, AICP/PP of Group Melvin Design; and

WHEREAS, by Resolution No. 171-2014, adopted August 18, 2014, the Mayor and Committee referred the proposed amended redevelopment plan entitled "Richwood Amended Redevelopment Plan, Harrison Township, New Jersey (Southside Commercial Redevelopment Area)" for Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, and Block 23, Lots 1 and 1.01, dated August 11, 2014 (the "Plan"), to the Board for review in accordance with N.J.S.A. 40A:12A-7; and

WHEREAS, N.J.S.A. 40A:12A-7 requires the Board to transmit to the Governing Body a report containing its recommendations concerning the proposed redevelopment plan, or revision or amendment thereto, including the Board's identification of any provisions that are inconsistent with the municipal Master Plan, and providing any recommendations the Board may have thereof; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, the Board has undertaken a review of the Plan; and

WHEREAS, the Board was guided in its review of the Plan by the comments, advice and memorandum dated August 19, 2014 of its planning consultant, Robert F. Melvin, AICP/PP, a copy of the memorandum which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Board provided the public with an opportunity to comment on the Plan; and

WHEREAS, having reviewed the Plan and considered any comments made during the Board's review of the Plan at a meeting held on August 21, 2014, the Board finds that all provisions in the Plan are consistent with the Harrison Township Master Plan, are designed to effectuate the Harrison Township Master Plan, and the Board recommends that same be adopted by the Mayor and Committee of the Township of Harrison.

NOW, THEREFORE, BE IT RESOLVED by the Harrison Township Joint Land Use Board, as follows:

1. The above recitals are incorporated and made a part hereof as if set forth at length herein.

2. The Board makes the following findings:

   a. Robert F. Melvin, AICP/PP, of Group Melvin Design, is a duly qualified planning expert.

   b. During its review of the Plan, entitled "Richwood Amended Redevelopment Plan, Harrison Township, New Jersey (Southside Commercial Redevelopment Area)", dated August 11, 2014, for Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, and Block 23, Lots 1 and 1.01, the Board received the comments of Mr. Melvin, the author of the Plan.

   c. Mr. Melvin prepared a memorandum dated August 19, 2014, to the Board confirming that the Plan is consistent with the Harrison Township Master Plan, the 2006 Master Plan Re-examination and the 2013 Master Plan Re-examination, a copy of which memorandum is attached hereto as Exhibit A and made a part hereof.

   d. The Board is satisfied that the Plan satisfies the criteria required by the Redevelopment Law, N.J.S.A. 40A:12-7.

   e. The Board hereby finds and determines that the "Richwood Amended Redevelopment Plan, Harrison Township, New Jersey (Southside Commercial Redevelopment Area)" is consistent with the Harrison Township Master Plan, and to the extent there are any inconsistencies between the Plan and the Master Plan, the Board is satisfied that any such provision is included to effectuate the overall goals and objectives of the Harrison Township Master Plan.

3. The Board hereby recommends that Ordinance No. 24-2014, adopting the Richwood Amended Redevelopment Plan, Harrison Township, New Jersey (Southside

Commercial Redevelopment Area), be adopted by the Mayor and Committee of the Township of Harrison as the amended redevelopment plan for Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, and Block 23, Lots 1 and 1.01, pursuant to N.J.S.A. 40A:12A-1, *et seq.*

4. Upon its adoption, the Board Secretary shall furnish a copy of this Resolution, which shall be, and hereby is, the report of the Planning Board, as required by N.J.S.A. 40A:12A-7(e), to the Governing Body containing the Planning Board's recommendation regarding the adoption of the Amended Redevelopment Plan, Harrison Township, New Jersey (Southside Commercial Redevelopment Area), dated August 11, 2014, to the Municipal Clerk for consideration by the Mayor and Committee of the Township of Harrison.

5. This Resolution shall take effect immediately.

ATTEST:

By: _____
Cyndi Quast, Secretary

HARRISON TOWNSHIP JOINT LAND USE BOARD

By: _____
Nancy Kowalik, Vice Chair

The undersigned, Secretary of the Harrison Township Joint Land Use Board, hereby certifies that the above is a true copy of the Resolution adopted by said Board on the 21st day of August, 2014.

_____
Cyndi Quast, Secretary

RICHWOOD AMENDED REDEVELOPMENT PLAN

Harrison Township, New Jersey

Northside Commercial Redevelopment Area

8/11/2014

Acknowledgements

MAYOR

Louis Manzo

TOWNSHIP COMMITTEE

Louis Manzo, Mayor
Dennis Clowney, Deputy Mayor
Don Heim
Robert Shearer
Matt Diggons

JOINT LAND USE BOARD

Joseph Pacera, Chairman
Nancy Kowalik, Vice Chair
Dennis Chambers, Municipal Official
Steve Dickson
John Williams
Kristin Ross
Dennis Bonanni
Lou Manzo, Mayor
Matt Diggons, Councilman
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Robert F. Melvin, PP/AICP

prepared by:

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NJ Planner License No. 33LI00401800
08/11/2014

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1.0 INTRODUCTION

This Redevelopment Plan describes the standards and procedures for the redevelopment of the following portion of the site and specified in the Harrison Township Richwood Site Redevelopment Area Preliminary Investigation document and designated as being an area in need of Redevelopment per Resolution #160-2008 to be known as the "Northside Commercial Redevelopment Area":

Block	Lot
24	2.01, 3, 6, 7, 8, 9
24.01	1

1.1 Purpose and Legislative Intent.

The purpose and legislative intent of this Redevelopment Plan for the Northside Commercial Redevelopment Area, referred to herein as the "Plan," is to be one of four overall redevelopment areas identified in "FIGURE 1: Overall Interior Richwood Redevelopment Plan Area" located in Richwood designed to work harmoniously together to encourage various land uses in a compact traditional neighborhood context in accordance with smart growth principles. The four areas together encourage a mix of land uses that are sensitive to the environmental characteristics of the land and that facilitate and promote the efficient use of public and private services. The four areas together provide for a diversity of land uses that are integrated within close proximity to each other, including land uses that provide for the daily recreational and shopping needs of Township residents, visitors, and others. The unified vision of the four redevelopment areas recognizes that Route 322 is a significant gateway to Harrison Township. As such, the quality of the landscape of Route 55 and the landscape and pedestrian edge of Route 322 are important to the overall vision for the development of this portion of Harrison Township. The unified vision of the four redevelopment areas is characterized by the following design elements:

A. Traditional neighborhoods that are limited in size, scaled for local vehicular traffic and pedestrian and bicycle activity, and include tree-lined streets and mixed land uses;

B. A variety of housing types, job opportunities, shopping, services, and public facilities;

C. Residences, shops, workplaces, civic buildings, and civic spaces within close proximity to each other and their arrangement, bulk, form, character, and landscaping establish a livable, harmonious, and diverse environment;

D. A network of interconnecting streets and blocks that maintain respect for both the physical and natural landscape;

E. Natural features and undisturbed areas that are incorporated into a planned open space system;

F. A coordinated transportation system with a hierarchy of appropriately designed facilities for pedestrians, bicycles, public transit, and automotive vehicles;

G. Civic buildings and spaces, open spaces, and other visual features designed to act as landmarks, symbols, and focal points for community identity;

H. The provision for and incorporation of the Township's fair share of low and moderate income housing and to encourage a diversity of housing types and lot sizes;

I. Green technologies that are integrated into public spaces and private development parcels in order to achieve flood control, stormwater recharge, and water filtration in an effort to preserve natural resources;

J. The creation of a regional commercial area that is designed as a high quality gateway that respects both regional and local scale and is primarily auto dependent but respects integration into the walkable portion of the community;

3.32 Affordable Housing

A. Overview. The Township is committed to satisfying its Constitutional obligation to provide realistic opportunities for the production of affordable housing within the Township in accordance with the Mount Laurel Doctrine, So. Burlington County NAACP v. Twp. of Mount Laurel, 67 N.J. 151, *appeal dismissed and cert. denied*, 423 U.S. 808 (1975) ("Mount Laurel I") and So. Burlington County NAACP v. Twp. of Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II"), and the New Jersey Fair Housing Act, N.J.S.A. 42:27D-301 et seq. As such, the Township will require all four Redevelopment Areas to contribute to an overall affordable housing obligation for the Richwood Redevelopment Plan.

B. Affordable Housing Obligation. The following shall apply to the provision of affordable housing within the Redevelopment Area:

1) For all non-residential construction within the Richwood Redevelopment Area, a non-residential development fee shall be assessed and collected in accordance with the Statewide Non-Residential Development Fee Act, N.J.S.A. 40:55D-8.1, et seq., and the Township's Affordable Housing Development Fee Ordinance, Article III of Chapter 110 of the Harrison Township Code.

2) For all residential construction within the Richwood Redevelopment Area, the affordable housing obligation is established at and requires an on-site set-aside of 20% of the total number of residential units being constructed within the development.

a) All required affordable housing units shall be fully integrated within the Residential Redevelopment Area.

b) All affordable housing units shall be subject to, constructed, sold or rented, and administered in conformance with the applicable regulations promulgated by the New Jersey Council on Affordable Housing ("COAH"), N.J.A.C. 5:96 and 5:97, and the New Jersey Housing and Mortgage Finance Agency ("HMFA"), N.J.A.C. 5:80-26.1 et seq. (known as the "Uniform Housing Affordability Controls" or "UHAC"), as said regulations may from time to time be amended or supplemented.

c) The affordable housing units shall be constructed in accordance with the phasing schedule, currently set forth at N.J.A.C. 5:97-6.4(d), requiring that:

Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate- Income Units Completed
25%	0%
25% + 1 unit	10%
50%	50%
75%	75%
90%	90%

d) The developer or affordable housing provider shall prepare an affirmative marketing plan that is consistent with the Township's affirmative marketing plan requirements and shall comply with N.J.A.C. 5:80-26.15 and N.J.A.C. 5:97-1, et seq., as said regulations may from time to time be amended or supplemented, in the preparation of all plans and affordability control documents.

e) Prior to final major subdivision and/or site plan approval, the developer or affordable housing provider shall meet with the Municipal Housing Liaison and/or the Township's Administrative Agent, to review the requirements for affordability outlined in COAH's rules and UHAC, as well as the developer's plan for satisfying same.

f) In accordance with N.J.A.C. 5:80-26.5, each affordable housing unit shall remain subject to the affordability controls of UHAC for a period of at least 30 years, commencing on the date the initial certified household takes title to the unit in the case of for-sale units, and pursuant to N.J.A.C. 5:80-26.11, commencing on the first date that a certified household occupies a unit in a rental unit.

g) The language for the affordability restrictions shall be approved by the Township Solicitor as a condition of final subdivision or site plan approval that includes any residential unit(s).

h) All units shall be constructed on-site unless specifically waived by the Joint Land Use Board, Township Committee or Redevelopment Entity.

C. Northside Commercial Redevelopment Area Obligation. There are no existing affordable housing units located within the project area. As there will be no residential development within this Redevelopment Area, no affordable housing units will be provided in the Northside Commercial Redevelopment Area and a non-residential development fee shall be assessed and collected in accordance with Section 3.32.B(1) above.

3.33 Infrastructure and Utilities

A. Utility Plan

1) All utility infrastructure will be sized and designed to accommodate all properties within the Richwood Sewer Service Area west of Route 55. These utilities will be sited in order to reduce the capital costs associated with any future central utility construction. Easements shall be recorded, as necessary, to permit all properties within the Richwood Sewer Service Area west of Route 55 to gain access to all utility infrastructure. Where possible all utilities shall be placed within a right-of-way and where feasible and appropriate the placement of utilities under pavement shall be avoided to facilitate future maintenance.

2) Sanitary Sewer. The Richwood Redevelopment Area falls within the existing Richwood Sewer Service Area. Developer to demonstrate sufficient ability to have wastewater flows treated.

3) Any new utility lines constructed to serve the Richwood Redevelopment Area will be buried underground in accordance with Harrison Township ordinances.

4) Water. New Jersey American serves Harrison Township and other parts of Burlington, Camden, and Gloucester Counties. A new water tower will be necessary to serve the Richwood Redevelopment Area. The actual design of the tower will be done by the New Jersey American engineers. It is anticipated that the new tower will be located in the vicinity of the Route 55/Route 322 intersection.

B. Existing overhead. A portion of the overhead utility currently found on the eastern edge of the Redevelopment Site north of Route 322 shall be relocated underground in order to facilitate the effectiveness of the buffer in that area.

TERTIARY FAÇADE – The face of the building that contains the service aspects of the building (i.e., loading, trash, etc).

TRANSPARENCY – The degree, measured as a percentage of the overall façade space, to which a façade has clear, transparent windows on each story.

TRASH AND RECYCLING ENCLOSURES – A screened container used for the temporary storage of rubbish or materials to be recycled pending collection.

TRELLIS – Light-weight elements used for controlling the shape or to support climbing and other plants. In most instances, it is usually constructed on a flat plane, in a two-dimensional way, unlike an arbor, which is frequently a three-dimensional structure.

UPPER FLOOR FRONT FAÇADE FENESTRATION – The ratio of upper floor front window area to upper floor front façade area. Window area may include windows contained in doors providing access to terraces, balconies or balconettes.

UTILITY – All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm and sanitary sewage, oil, gas, power, information, telecommunication and telephone cable, and includes facilities for the generation of electricity.

VERTICAL FAÇADE BREAK – A vertical measurement between horizontal elements such as horizontal façade banding; private amenities oriented horizontally such as terraces, balconies, balconettes and porches; changes in façade materials or colors; overhanging eaves; or combination thereof. Outdoor terraces, balconies and porches shall have a minimum depth of 4 feet and outdoor balconettes shall have a maximum depth of 2 feet.

VETERINARY CLINIC – A use or structure intended or used primarily for the testing and treatment of the physical disorders of animals; not principally used for the overnight boarding or grooming of well animals; not permitting outdoor cages, pens, or runs for the confinement of animals unless expressly permitted in the district; and not used for the training of animals.

4.0 PLAN IMPLEMENTATION STRATEGY

4.1 Structure and Powers of the Redevelopment Entity

The Township Committee will serve as the Redevelopment Entity. The Redevelopment Entity shall evaluate the qualifications of and designate a redeveloper for the Northside Commercial Redevelopment Area and negotiate and enter into a redevelopment agreement. The Redevelopment Entity and/or a committee designated by the Township Committee, shall review all development proposals before an application for development is submitted to the Joint Land Use Board, may request supplemental information, and, at its discretion, determine the acceptability of such submissions. The Joint Land Use Board shall review all development applications in accordance with the Municipal Land Use Law ("MLUL"), N.J.S.A. 40:55D-1 et seq., the requirements set forth in this Plan, and as may be set forth in a Redevelopment Agreement to be entered into by the Township and designated developer.

4.2 Property Acquisition

Harrison Township will not acquire any property located within the Northside Commercial Redevelopment Area through eminent domain.

4.3 Relocation of Displaced Residents and Businesses

No residential or commercial property owners or tenants will be displaced pursuant to the Plan; therefore there is no need for a temporary or permanent relocation plan for such residents or businesses.

4.4 Affordable Housing Obligations

As each development application is submitted, affordable housing obligations will be evaluated per State laws and

regulations and shall be established in accordance with such laws and regulations.

4.5 Housing Inventory

In accordance with N.J.S.A. 40A:12A-7a(6), the municipality conducted an inventory of all housing units affordable to low and moderate income households that will be removed as a result of implementation of this Plan. Based upon a review of available documentation concerning the Township of Harrison's affordable housing, it appears that no COAH deed-restricted affordable housing units will be removed as a result of implementation of this Redevelopment Plan within the Redevelopment Area. Since there are no affordable housing units that will be affected by the implementation of the Redevelopment Plan, there is no need to provide any affordable replacement housing pursuant to N.J.S.A. 40A:12A-7a(7).

4.6 General Provisions

This Plan shall supersede any and all of the other provisions of the Township Zoning Ordinance (Chapter 225) for the Northside Commercial Redevelopment Area. The Plan represents the land use structure of the Interior Richwood Redevelopment Area and cannot be modified without Plan amendment, except as modified below. Waivers for minor deviations from the Plan may be granted by the Joint Land Use Board during site plan review.

A minor deviation is a request for non-compliance with a requirement of this Plan, provided that the deviation is consistent with the overall goals and objectives of the Plan, does not undermine the intent and purpose of the Plan, and substantial complies with the requirements of the Plan.

All applicants for development must obtain any and all other approvals which may be required from other local, state, or federal agencies which otherwise may have jurisdiction over the development or redevelopment of a site or sites located within the Northside Commercial Redevelopment Area.

4.7 Application Review

All proposals for development shall first be submitted to the Redevelopment Entity, or designated committee, for review. The Redevelopment Entity, or designated committee, shall review the proposed development plans to ensure consistency with this Plan and the Redevelopment Agreement, and shall provide a report identifying any aspects that are inconsistent with the Plan and/or Agreement, and any comments and recommendations related thereto. Applications for development shall be submitted to the Joint Land Use Board. Procedures and requirements for such applications are located in Chapter 174, Article II of the Harrison Township Combined Land Use Code entitled Application and Review Procedures for Major Site Plans, as well as the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. Application forms are available on the Township's website and at the Joint Land Use Board Secretary's office.

4.8 Variance, Waiver, and Exception Requests

The Joint Land Use Board may consider applications for N.J.S.A. 40:55D-70(c) variances as part of any Site Plan review. The applicant must provide proofs as are required by N.J.S.A. 40:55D-70 in order to obtain relief from strict application of the Plan requirements. All requests for variances, waivers and/or exceptions will be evaluated in terms of the goals and objectives and the content of the Township Master Plan and this Plan. The Joint Land Use Board may impose such conditions it deems necessary to permit the exception while insuring the integrity of the Township Master Plan and this Plan. Prior to the filing of an applicaton with the Harrison Township Joint Land Use Board, the Redeveloper shall submit copies of the proposed Plan(s) to the Redevelopment Entity, or designated committee, for review and determination of consistency with the Redevelopment Plan.

If not determined to be consistent with this Plan, variances shall be required to permit relief from any of the following:

A. Any standard regarding the width, depth or size of a lot.

B. Any standard regarding the placement, size or height of a building on a lot.

APPENDIX G

MULLICA WEST DOCUMENTATION

RESOLUTION NO. 24-2013

RESOLUTION APPROVING RESOLUTION OF THE GOVERNING BODY OF HARRISON TOWNSHIP WHICH DECLARES BLOCK 52 LOT 8 AND BLOCK 69 LOT 14 AS AREAS IN NEED OF REHABILITATION

WHEREAS, N.J.S.A. 40A:12A-14 authorizes the governing body of any municipality to find that an area of the municipality is an area in need of Rehabilitation; and

WHEREAS, The Township Committee of the Township of Harrison, Gloucester County, has determined that Block 52 Lot 8 and Block 69 Lot 14 are areas in need of Rehabilitation; and

WHEREAS, The Township Committee has referred their resolution to the Joint Land Use Board for review pursuant to the requirements of State law; and

WHEREAS, The Joint Land Use Board has considered the matter, discussed same at public hearing, received the opinion of its professional planner and solicited the comments of the public and after careful consideration has made the following findings of fact and drawn the following conclusions:

1. Block 52 Lot 8 and Block 69 Lot 14 are areas of the Township where more than half of the housing stock and the structures in the delineated area are at least 40 - 50 years old and a significant portion of the structures are in a deteriorated or substandard condition and there is a continuing pattern of underutilization. A majority of the housing units in the area are in need of repair and substantial maintenance.

2. The Board notes that these areas are adjacent to another area of the Township designated as in need of rehabilitation in 2008 and the repair and upgrades of these areas are an essential part of the rehabilitation of the entire area.

3. The Board finds that a revitalization of these areas would provide services and a walking customer base that would directly support and enhance the economic vitality of the Historic District and down town main street district.

4. The Joint Land Use Board has received the report of its Planner, Robert Melvin, PP and his opinions regarding the nature of these lands and the structures situate thereon and finds that the areas under investigation otherwise meet the legal requirements for a designation that the area is in need of rehabilitation.

5. The Joint Land Use Board finds that a program of rehabilitation as defined in the State statute, specifically NJSA 40A:12A-3 may prevent further deterioration and promote the overall development of this area and the community.

NOW, THEREFORE, BE IT RESOLVED by the Joint Land Use Board of the Township of Harrison that the finding of the Township Committee that Block 52 Lot 8 and Block 69 Lot 14 are areas in need of Rehabilitation is approved without change or modification.

Attest: **HARRISON TOWNSHIP JOINT LAND USE BOARD**

Susanne Rhudy, Secretary **Joseph D. Pacera, Chairperson**

The undersigned, Secretary of the Joint Land Use Board of Harrison Township, hereby certifies that the above is a true copy of a resolution adopted by said Board on the 6th day of June, 2013.

Susanne Rhudy, Secretary

RESOLUTION NO: 25 - 2013

PRELIMINARY MAJOR SITE PLAN APPROVAL AND VARIANCES TO PERMIT THE EXPANSION OF INCOME RESTRICTED AFFORDABLE HOUSING UNITS AND THE REHABILITATION OF EXISTING UNITS LOCATED ON BLOCK 52, LOT 8, COMMONLY KNOWN AS MULLICA WEST APARTMENTS

WHEREAS, United Cerebral Palsy of Northern, Central and Southern New Jersey, Inc. a not for profit organization organized under the laws of the State of New Jersey with principal offices at P.O. Box 564, Chester, N.J. 07930. is the contract purchaser of property identified as Block 52 Lot 8 upon the tax map of the Township of Harrison, and with the assistance of its attorney, Mr. Jack Plackter, Esq. of Fox Rothschild, LLP seeks preliminary major site plan approval to permit the expansion of a preexisting nonconforming use on the site and construction of additional units as part of the Mullica West Apartment complex, affordable housing units; and

WHEREAS, it appears that the Applicant has followed all procedures in making its application, and that the application, plans and all documents and material submitted therewith were reviewed by Board Engineer, the Board Solicitor and Board members, and were found to be complete and in conformity with all applicable laws and regulations; and

WHEREAS, a public hearing was held on May 16, 2013 following proper notice pursuant to the Township Ordinances and the Municipal Land Use Act at which the Board heard testimony from the Applicant's professionals and provided an opportunity for interested members of the public to make comments or ask questions regarding the application; and

WHEREAS, the Board considered the reports of its Engineer, Mr. Hugh Dougherty, PE dated May 9, 2013 and the testimony of its Engineer, and the report of the Board's Planner, Mr. Robert Melvin, PP, dated May 13, 2013 and the opinions and comments of its professionals, reviewed the conditions proposed by its professionals with the Applicant and its representatives, and considered the testimony and evidence presented by the Applicant and its professionals and the comments of the public; and

WHEREAS, the Applicant submitted the following documents for review:

a. Application and supporting documents
b. Plan of Existing conditions
c. Architectural details Mullica West Apartments
d. Landscape plan sheets
e. Site plan

Sheet	Title	Date
1 thru 14	Preliminary Major Site Plan	April 25, 2013
1 of 1	Plan of Existing Conditions	April 24, 2013
L1.01	Landscape Plan	April 24, 2013
L1.02	Landscape Details	April 24, 2013
A1.01	Existing Building Plan	April 24, 2013
A1.02	Building "A" Plan	April 24, 2013
A1.03	Building "B" Plan	April 24, 2013
A1.04	Building "C" Plan	April 24, 2013

A1.05	Unit Plans	April 24, 2013
A2.01	Elevations	April 24, 2013

f. App-1 Photos of one existing building
h. App-2 colorized site rendering showing the existing landscaping and new building
i. App-3 colorized site rendering showing the new improvements proposed
j. App-4 Proposed colorized Exterior elevations of all buildings
k. App-5 Light fixture specifications.
l. Correspondence dated April 29, 2013 from Applicant's attorney
m. Report of the Harrison Township Environmental Commission.
n. Correspondence from Howard Henderson, State Director of the USDA Rural Development Program to Debra Urban, Director of Tax credit Services for the NJ Housing & Mortgage Finance Agency dated May 13, 2012

WHEREAS, The site plan is signed and sealed by Mr. J. Timothy Kernan, P.E., P.P, C.M.E. of Kernan Consulting Engineers. The "plan of Existing Conditions" was signed and sealed by Mr. John J. Pankok, Professional Land Surveyor.

WHEREAS, The landscape plan sheets and the architectural plan sheets were all prepared by Mr. Steven S. Cohen, Architect P.C.

WHEREAS, Upon considering the evidence the Joint Land Use Board of the Township of Harrison made the following findings of fact, reached the following conclusions of law and set the following conditions for this Preliminary Major Site plan approval:

1. The Applicant, United Cerebral Palsy of Northern & Southern New Jersey, Inc. has made application to renovate the existing multi-family affordable housing project known as Mullica West, and expand this nonconforming use by 24 units and renovate and expand the existing 168.

2. The existing Mullica West project contains 168 units (112 one-bedroom and 56 two-bedroom) located in 7(seven) buildings on 24.79 acres. The existing project also includes two units utilized for management and leasing. The proposed project will contain 192 units (116 one-bedroom, 18 two-bedroom and 58 three-bedroom) located in 7 (seven) existing buildings and 1 (one) newly constructed two-story, 24 unit apartment building plus a proposed 42' by 60' management and maintenance building.

3. The proposed site plan includes a two-way roadway connection to High Street, a two-way roadway connection to Woodstown Road, 367 off-street parking spaces, trash enclosures, light fixtures, landscaping, a storm water management area, sidewalks, and a tot lot.

4. The existing site is currently improved with off-street parking lots, 2 (two) asphalt areas and a frame shed, a backstop, sidewalks, and landscaping. The site slopes from south to north 90 feet to 78 feet.

5. The site in question fronts on High Street to the north and Route 45 to the south. Land uses to the north include the Mount Calvary Baptist Church and single-family detached houses; is bounded by the Friends School of Mullica Hill and open space to the east; open space and

farmland to the west; and single-family detached houses to the south. Zoning to the north and east is R-2 and zoning to the west and south is R-1.

6. This project is serviced by public water and public sewer. The Applicant must produce a certification from the Township Sewer Engineer that the plants have the capacity to serve the additional or reconfigured units.

7. The Mullica West Apartments are located in the R-1 zone which does not by its terms permit apartment units. The development was constructed before section 225-11 of the ordinance was enacted making these types of units not permitted in this zone. As a result the use is legal but nonconforming. Any expansion of the use requires a variance pursuant to NJSA 40:55D-70(d)(2).

8. As part of this project the Applicant is also requesting the following dimensional or design variances pursuant to NJSA 40:55D-70(c) and design waivers:

a. Section 225-11.C. of the Zoning Code requires a minimum 2 off-street parking spaces per dwelling unit. Three hundred and eighty four (384) parking spaces are required for the proposed 192 dwelling units where 367 spaces are shown on the site plan. A 17 space deficit will exist. A variance is required

b. Section 225-138.C. of the Zoning Code requires landscape buffers along street lines. A landscape buffer has been proposed along High Street. No buffer has been shown along Route 45. A variance is required for the lack of buffer along Route 45.

c. Section 192-22 of the subdivision regulations requires that shade trees be planted along streets at a minimum 30 feet on center. A waiver is required.

d. Section 192-20 of the subdivision regulations requires that sidewalks have a minimum width of 5 feet. A waiver is required.

9. The facility will not allow pets on the premises with the exception of therapy or assistance animals.

10. There was no public comment on the requested D variance. The Board found that the provision of COAH affordable housing to the community was inherently beneficial to the Township. Further, pursuant to the testimony of the Applicant's professionals and the assurances they have received from the State of New Jersey, the addition of the 24 units along with the renovations to the existing facility will allow the Township to extend the affordability controls over all 198 units and will allow the township to obtain credit for all 192 units towards their mandated COAH obligation. The Board received testimony from the Applicant's Planner as to how this project satisfied multiple purposes zoning as set forth in the Municipal Land Use Law, specifically code section 40:55D-2(a); (f); (g); (i); and (n). The Board Planner concurred with the conclusions of the Applicant's professionals. The Board found that the improvements to the site as set forth herein and on the plans would be beneficial to the community and would not pose a substantial detriment to the public or the zoning plan for this area. The Board voted to grant the D variance subject to the corrections and modifications to the site design as set forth herein.

11. The Applicant testified as to the proposed improvements in the internal roadways on the site and the redirection of traffic. The internal roadways will remain private drives maintained by the developer and the project owner. The Applicant will prepare an access easement dedicated to the Township to permit its employees to repair dangerous conditions, or the public utilities installed therein should the owner fail to do so. Any cost for the Township's repairs shall be borne by the Property owner who shall be obligated to reimburse the Township.

12. The Applicant testified that the proposed improvements will "... consist of an additional 24 apartment units which corresponds to 173 additional trips per day. This is a 14% increase over existing conditions.

13. The Applicant testified that mail delivery to all residents is by grouped mail boxes and will revise the site plan to address this matter and to provide details.

14. There shall be no storage of any item outside of the proposed "management/Maintenance Building".

15. The Applicant testified that there would be no encroachment onto existing environmentally protected areas, wetlands etc. The Applicant testified that it would remove only minimal amounts of vegetation during construction. They will be adding trees to the site.

16. There are a significant number of comments and recommendations concerning landscaping which must be worked out between the Board Professionals and the Applicant prior to Final Site Plans are signed. The Applicant agrees to revise the site plans and the landscaping design to address all of the concerns of the Board professionals and agreed to install any landscaping package required by the Board and its Planner. This includes but is not limited to:

a) The buffer along High Street needs to be extended into the woodlands.

b) The existing woodlands need to be augmented with understory plantings.

c) The High Street buffer needs to be extended further up the easterly side of the entry drive.

d) Reforestation plans need to be developed and implemented for the two large open spaces on the plan, i.e., between the High Street buffer and the northerly parking area and between the "connector" road and the westerly side of the site.

e) Additional street trees are required on the northerly edge of the northerly parking area and along the "connector" road.

f) The two islands found at each entrance need to be landscaped and provided with decorative street lighting (i.e., High Street and Route 45).

g) Buffer plantings are required at the Route 45 entrance.

h) The tot lot requires a landscape plan that includes both shade trees and shrub plantings.

i) The areas around all residential buildings need to be fully landscaped including: shade trees and evergreen trees, as well as foundation plantings.

j) Landscaping around dumpsters shall be addressed.

k) The Applicant shall prepare a conservation easement for the riparian zone, wetland buffer and wetlands.

17. A maintenance schedule shall be added to the landscape plan for routine watering of plant material, fertilizing plant material and mowing of lawn areas, with periodic inspection of plant material and cleanup of plant beds and lawn areas from leaves, debris and lawn clippings.

18. The architectural plans shall be revised to present the side and rear elevations of the proposed "Management/Maintenance Building". The building colors and the roof type shall meet the approval of the Board Planner.

19. The Applicant advised the board that they intend to utilize the existing signage on site but will upgrade the look of the signs. The freestanding site identification signage shall be fully compliant with all Township Ordinances and the design and material shall be approved by the Board Engineer to be consistent with the aesthetic established by the Joint Land Use Board for the Township.

20. The Applicant testified that the existing storm water management system and design will be upgraded to today's standards. The current storm water is piped right to the creek. The new design will include basins. The Applicant agrees to design the site in accordance with the state requirements and the particular requirements of the Township Ordinances and the Board Engineer. The new designs must be reviewed and approved by the Board Engineer.

21. Certain off tract improvements are required to address pedestrian safety and the enhanced safety of the residents of this affordable housing community. The Applicant has agreed to provide infill curbing along High Street as needed and to install a 5 foot wide sidewalk connecting the Route 45 entrance of the project to Main Street.

22. The Applicant must submit checklist items number 28, 3, 36, 40, 41, 42, 43, 44, 45, 50, 61, 62, 63, and 65 prior to the signing of the final plans.

23. This plan may be subject to the review and approval of the following outside agencies, if not already received; New Jersey Department of Education; New Jersey Department of Environmental Protection ;New Jersey Department of Transportation; Gloucester County Department of Health; Gloucester County Planning Board; Gloucester County Soil Conservation District; and Any others as necessary. Evidence of these approvals must be submitted to the Land Use Board Secretary and this office prior to the final signature of plans. The Applicant must obtain all necessary demolition and construction permits.

24. Once the plan is revised and finalized, ten (10) copies of the final Site Plan should be submitted to the Township for review, approval and signature.

25. The Applicant is notified that an inspection escrow is required for this application and an estimate for all on/off site improvements (excluding structures) must be reviewed and approved by the Township Engineer. The inspection escrow must be posted prior to the issuance of any building permits.

26. Under no circumstances shall any soil or earth be sold or otherwise removed from the site unless application is made and approval granted by the Township of Harrison in accordance with Section 502.17. A note reflecting the provisions of Section 502.17 must be included upon the final Plans.

27. The Applicant must submit grading Plans for the lot, which evidences grading, which conforms to the Township Ordinances. The Joint Land Use Board Engineer must approve these Plans.

28. The Developer must file "As Built" Plans with Harrison Township and submit a copy of same to the Joint Land Use Board Engineer for his review and approval. No performance guarantee shall be released until the "As Built" Plans are filed.

29. Prior to the signing of the final Site Plan the Applicant must obtain the certification of the Joint Land Use Board Engineer that all improvements as indicated upon the final plans are in conformance with the conditions of the approval granted by the Joint Land Use Board.

30. The Applicant must pay any outstanding review escrow accounts prior to the signing of the Final Site Plan and prior to the issuance of any building permit. The Applicant must pay any and all required fees that are due or may become due to the Township within seven (7) days notice thereof.

31. The Applicant must provide proof of current tax payment prior to issuance of any building permit for the project.

32. Any easement or restrictive covenant which may be applicable to this approval will be defined by legal description and dedicated by deed. The easements shall also be depicted upon the Plans. The deeds shall be filed upon the land records of the County of Gloucester. This includes, but is not limited to, all easements and restrictions applicable to landscaping, drainage facilities, inlets, drains, detention basins, utilities and sight triangles which do not fall within a dedicated right of way. The legal descriptions and forms of deeds for all easements and restrictions must be submitted to the Joint Land Use Board Engineer and the Solicitor of the Joint Land Use Board for their review and approval. All easements or rights of way to be dedicated to the Township of Harrison, if any, must also be created by deed and these deeds must be reviewed and approved by the Township Solicitor prior to the final approval of this site plan. Any interest dedicated to the Township shall not be subordinate to any other interest.

33. The Applicant must comply with all representations made, either personally or through any representative, during the course of its application to the Board, and in all Plans, documents or other materials filed or presented with the application.

34. The Plans shall be revised to address the drafting and design issues identified in the reports of the Board Engineer and the Board Planner. To the extent that the Plans submitted by

the Applicant do not conform to the conditions of this approval and the comments of the Board Professionals, the Plans must be modified to reflect these conditions. The Applicant shall submit copies of the modified Plans to the Board Planner and Engineer for their review and approval and shall file same with the Joint Land Use Board Office.

35. The developer shall file a written request with the Township Clerk requesting the Township of Harrison to enforce the provisions of Title 39 of the New Jersey Revised Statutes on all streets, roads and drive isles within the project which are open to or used by the public. The provisions of Title 39 shall be made applicable to said streets, roads and drive isles at the discretion of the Township and with the approval of the Commissioner of Transportation of New Jersey.

36. As a condition of approval the Applicant will be required to post a performance guarantee and a maintenance guarantee with the Township to secure the completion of site improvements in an amount to be determined pursuant to *N.J.S.A.* 40:55D-53 based on a cost estimate prepared or approved by the Township Engineer. The performance guarantee shall be in the amount of 120% of the estimated cost of all site work and at least ten (10%) percent of the performance guarantee amount must be paid in cash or certified check if required by Ordinance at the time the guarantee is posted. All public improvements planned for the development shall be completed and fully installed within two years of the date the final plats are signed. The form of the guarantees shall set forth this completion date for the construction of the improvements. The guarantee shall insure the maintenance of all guaranteed improvements for a period of two (2) years following the date the last of the guaranteed improvements are accepted or approved by the Township. The form of the guarantees must be submitted to the Township Solicitor for review and approval before it can be posted with the Township. The guarantee shall be posted prior to the time when the Chairman and the Secretary of the Board affix their signature to the final site plan plats or prior to the commencement of construction of any improvement or infrastructure which ever event occurs first in time.

NOW THEREFORE BE IT RESOLVED, that the application for Preliminary Major Site Plan Approval with variances for the further development of BLOCK 52, LOT 8 submitted by United Cerebral Palsy, Inc. shall be **GRANTED** subject to the conditions outlined above.

ATTEST **HARRISON TOWNSHIP JOINT LAND USE BOARD**

Susanne Rhudy, Secretary **Joseph D. Pacera, Chairperson**

The undersigned, Secretary of the Joint Land Use Board, hereby certifies that the above is a true copy of a resolution adopted by said Board on the 6th day of June, 2013.

Susanne Rhudy, Secretary

RESOLUTION NO. 115-2013

RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF HARRISON, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY COMMITTING AFFORDABLE HOUSING FUNDS FOR 58 WOODSTOWN ROAD (BLOCK 52, LOT 8), KNOWN AS THE "MULLICA WEST" PROJECT

WHEREAS, Mullica West, Ltd. (Mullica) is the owner of certain real property located at 58 Woodstown Road, Mullica Hill, New Jersey 08062, designated as Lot 8 in Block 52 as shown on the Harrison Township Tax Map (the property or subject property); and

WHEREAS, the subject property is improved with a seven building, 168-unit apartment complex and associated site improvements, known as the Mullica West Apartments or Mullica West; and

WHEREAS, Mullica West was developed and constructed over thirty years ago pursuant to a loan obtained from the Farmers Home Administration of the United States Department of Agriculture ("FmHA") under Section 515 of the Housing Act of 1949, 42 U.S.C. ' 1485, a program adopted to further the Federal Government's interest in providing rental housing for low and moderate income persons; and

WHEREAS, under the terms of the FmHA loan, Mullica was and is required to preserve the property for the use and occupancy of low and moderate income tenants for the life of the loan; and

WHEREAS, by the mid-1980s, Congress became concerned that increasing numbers of loans made pursuant to §§515 and 521 of the Housing Act of 1949 were being prepaid, thereby decreasing the amount of available housing for low-to-moderate income occupants, and as such, it passed the Emergency Low Income Housing and Preservation Act of 1987 (ELIHPA) and the Housing and Community Development Act of 1992 (HCDA), imposing restrictions and procedural requirements on a developer / property owner before prepayment of any §515 or §521 mortgage could be accepted by FmHA; and

WHEREAS, in or about 1990, Mullica notified FmHA of its intent to prepay its FmHA loan early, and on March 14, 1991, the FmHA informed Mullica that it had demonstrated the ability to pay its loan in full, and as a result, the FmHA offered Mullica an incentive loan package to continue the affordability restrictions for a twenty year period; and

WHEREAS, Mullica accepted FmHA's incentive loan package, and on June 19, 1991 entered into a 45-year, FmHA incentive equity loan, the terms of which provided that Mullica agreed Ato use the housing for the purpose of housing very low-, low- and moderate-income people eligible for occupancy as provided in FmHA regulations for a period of twenty years beginning on the date of the loan, the result of which obligated Mullica to maintain the subject property's apartment units for very low, low and moderate income renters until June 18, 2011; and

WHEREAS, in or about 2007, the Township, recognizing that the affordability controls on Mullica West were due to expire in 2011, began discussions with Mullica regarding the potential for extending the affordability controls so as to preserve the units for affordable housing purposes; and

WHEREAS, the Township staff and professionals began to examine the potential ability to extend the expiring controls by providing to Mullica an incentive subsidy from the Township's affordable housing funds, providing tax relief, or utilizing other methods to extend the affordability controls; and

WHEREAS, the Harrison Township Planning Board (now the Harrison Township Joint Land Use Board) identified the property as a site suitable for addressing a portion of the Township's fair share obligation, as the terms of the FmHA loan provides for the release of all affordability controls upon Mullica's payoff of the loan; and

WHEREAS, the Planning Board tasked its counsel with monitoring a challenge brought by Mullica against the federal government regarding the FmHA loan agreement; and

WHEREAS, by decision in Tamerlane, Ltd., et al. v. U.S., 550 F.3d 1135 (C.A.Fed. 2008), the court held that the transactions underpinning Mullica's acceptance of the 1991 incentive loan triggered a breach of the original FmHA loan agreement by the federal government, but upheld the lower court's dismissal of the action on statute of limitations grounds, and of particular relevance to the Township regarding questions raised about the existing affordability controls, the court in Tamerlane held that the twenty-year use restriction of the incentive loan obligated Mullica to maintain the apartments as affordable housing units until 2011, and thereafter they would be subject to the terms of the original loan agreement, thereby clarifying that the incentive loan's affordability controls would expire on June 11, 2011, and would be subject to release anytime thereafter on Mullica's payoff of its FmHA loan; and

WHEREAS, based upon the Township's efforts, the clarity regarding the affordability restrictions from the Tamerlane decision, and Mullica's willingness to continue discussions with the Township regarding extending the affordability controls, the Mullica West project was included as a project for an extension of expiring controls in the Township's Housing Plan Element and Fair Share Plan, adopted by the Planning Board on November 20, 2008, and submitted to the New Jersey Council on Affordable Housing ("COAH") as part of the Township's COAH petition for third round substantive certification on December 31, 2008; and

WHEREAS, following the filing of the Township's petition for third round substantive certification, Mullica advised the Township of its desire to sell Mullica West upon the expiration of the affordability controls, but indicated its willingness to continue to work with the Township if a purchaser could be found that would be interested in purchasing Mullica West and preserving the units for affordable housing purposes; and

WHEREAS, in accordance with the requirements of its FmHA loan, in or about 2011, Mullica served notice on its residents that the affordability controls would be expiring on June 18, 2011, and of its intention to release the controls, thereby converting the apartments to market rate units; and

WHEREAS, while continuing discussions with the Township regarding the potential sale of the complex, Mullica has continued the process set forth by FmHA / United States Department of Agriculture ("USDA") – Rural Development, for prepayment of its loans, which would enable Mullica to release the affordability restrictions and operate or sell the subject property at market-rate for non-restricted housing or other purposes; and

WHEREAS, Mullica has secured an appraisal in connection with its FmHA / USDA – Rural Development application for prepayment, which has valued the subject property as restricted for affordable housing purposes, and as unrestricted; and

WHEREAS, pursuant to the § 515 Loan Agreement and servicing requirements, prior to pre-payment of the FmHA loan, the property must be offered for sale to a non-profit corporation, which represents one of the last chances to preserve the property for affordable housing purposes because if a suitable non-profit is not found or is unable to purchase the property, the FmHA loan may immediately thereafter be prepaid by the property owner and the affordable housing restrictions released; and

WHEREAS, United Cerebral Palsy of Northern, Central and Southern, NJ, Inc. ("UCP") is a not-for-profit organization that provides an array of services to people with disabilities and their families throughout the State of New Jersey, and Rukenstein & Associates, LLC ("RA") is a professional planning and grants consulting firm specializing in developing affordable housing opportunities in the State of New Jersey; and

WHEREAS, UCP as the Sponsor, and RA as the developer (jointly "UCP/RA"), have entered into a contract with Mullica to purchase Mullica West for the purposes of rehabilitating and preserving Mullica West for affordable housing purposes; and

WHEREAS, UCP/RA are actively working with FmHA / USDA Rural Development and the New Jersey Housing & Mortgage Finance Agency ("NJHMFA") to secure final funding for the acquisition, preservation and rehabilitation of Mullica West; and

WHEREAS, UCP/RA also propose to construct in a future "Phase II" 24 additional affordable housing units and a 2,500 square foot community building, which if/when completed, will result in a total of 192 units of multi-family affordable housing; and

WHEREAS, the Township has actively worked with Mullica, UCP/RA and the USDA-Rural Development to facilitate this opportunity; and

WHEREAS, the Township supports, endorses and wishes to assist UCP/RA in this project, as this project will result in the preservation, upgrade and rehabilitation of 168 multi-family units whose affordability controls under FmHA have already expired and will be released

if UCP/RA is not able to purchase the subject property from Mullica, and will also result in the construction of 24 new affordable housing units, a community building and the modernization and enhancement of the subject property and Mullica West complex; and

WHEREAS, the project furthers the intent and purposes of the Mount Laurel Doctrine, So. Burlington County NAACP v. Twp. of Mount Laurel, 67 N.J. 151, *appeal dismissed and cert. denied*, 423 U.S. 808 (1975) ("Mount Laurel I") and So. Burlington County NAACP v. Twp. of Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II"), the New Jersey Fair Housing Act, N.J.S.A. 42:27D-301 *et seq.*, and §515 of the Housing Act of 1949, 42 U.S.C. ' 1485, by restricting for affordable housing purposes 168 dwelling units whose existing affordability controls are otherwise about to be released, and providing 24 proposed new multi-family rental units; and

WHEREAS, the project meets the requirements of COAH's third round rules, N.J.A.C. 5:97-6.15, as all of the housing units will comply with N.J.A.C. 5:97-9 and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 *et seq.* ("UHAC"), the subject property meets the site suitability criteria set forth in N.J.A.C. 5:97-3.13, the units shall meet all local building codes, UCP/RA has demonstrated to the Township the projected sources of funding, and the units will not be restricted to youth(s) under 18 years of age; and

WHEREAS, although the existing 168-units of Mullica West may not, by right, qualify under COAH's Third Round Rules as an extension of expiring controls, N.J.A.C. 5:97-6.14, because they do not meet the technical criteria for prior cycle or post-1986 credits as set forth in N.J.A.C. 5:97-6.14(a)1, preservation of the existing units does meet both the intent of the rule and all of the other criteria necessary to qualify for credit, and as such, preservation of Mullica West was included in the Township's COAH petition for substantive certification, along with a request for any waiver(s) necessary for inclusion of the units within the Township's affordable housing plan; and

WHEREAS, UCP/RA is actively pursuing all approvals necessary for commencement of this project, and on May 16, 2013, UCP/RA received preliminary approval from the Joint Land Use Board of the Township of Harrison for the project; and

WHEREAS, UCP/RA and the Township intend to enter into an Agreement for Payment In Lieu of Taxes pursuant to Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 *et seq.*); and

WHEREAS, the USDA has consistently rated Mullica West as high performing, and it supports this project and the preservation of 168 units for affordable housing purposes in furtherance of the goals of §515 of the Housing Act of 1949; and

WHEREAS, UCP/RA are in the process of completing their application submission to NJHMFA for tax credit funding; and

WHEREAS, UCP/RA also seeks a municipal contribution from the Township to assist with funding the project; and

WHEREAS, N.J.A.C. 5:97-8.7(a) specifies that a municipality may use affordable housing funds for the construction of new affordable housing units, related development costs and for infrastructure directly serving affordable housing developments, for a rehabilitation program, for the acquisition and/or improvement of land to be used for affordable housing, for maintenance and repair of affordable housing units, and for any other activity as specified in an approved spending plan; and

WHEREAS, on March 30, 2011, the Township received approval from COAH of its Spending Plan, which includes approval for a rehabilitation program, land acquisition, construction and engineering / planning costs, and affordability assistance programs; and

WHEREAS, by Resolution 107-2012, the Township established and funded the Affordable Housing Construction and Infrastructure Funding Initiative, the purposes of which are to provide funding to acquire land and provide construction and infrastructure funding assistance for the creation of new affordable housing units in accordance with COAH's rule; and

WHEREAS, the Township does wish to commit and expend such funds to assist UCP/RA acquire, preserve, upgrade and expand Mullica West, thereby fostering the very purposes for which the funds were collected and the Initiative established; and

WHEREAS, the funding commitment requested by UCP/RA of $1,110,000 for the acquisition, preservation and upgrade of the existing Mullica West complex ("Phase I"), reflecting a per-unit contribution of $6,607/unit, and $240,000 for the construction of 24 new affordable housing units ("Phase II"), reflecting a per-unit contribution of $10,000/unit, will enable UCP/RA to maximize crediting eligibility for HMFA funding applications and provide necessary funding for UCP/RA to complete the project; and

WHEREAS, the Township supports both phases of the planned project, which will: (a) result in the acquisition, preservation, and upgrade of the existing Mullica West affordable housing units; and (b) if / when Phase II is constructed, will result in 24 new affordable housing units in the Township, resulting in a minimum of 168 COAH-credited units and up to a potential of 192 total credited units; and

WHEREAS, UCP/RA has represented to the Township that it will ensure that each of the affordable units in the project will be affordable to the region's low and moderate income households and will be creditworthy units and will remain creditworthy units to enable the Township to utilize such units towards satisfaction of its Mount Laurel obligations; and

WHEREAS, the Township has determined that the project, in compliance with the requirements of COAH and the implementation of the required affordability controls will also assist the Township in satisfying its affordable housing obligations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Harrison, County of Gloucester and State of New Jersey, as follows:

1. The Township hereby commits the sum of One Million One Hundred Ten Thousand Dollars ($1,110,000.00) for the acquisition, preservation, upgrade and rehabilitation of the 168-unit Mullica West project.

2. The Township makes an additional commitment in the amount of Two Hundred Forty Thousand Dollars ($240,000.00) for the future "Phase II" construction of 24 new affordable housing units at Mullica West.

3. The commitments set forth herein are independent commitments for each of the two planned phases of the Mullica West project, and are not dependent or contingent upon the other phase proceeding.

ADOPTED at a regular meeting of the Mayor and Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey held on May 20, 2013.

TOWNSHIP OF HARRISON

BY: _____
LOUIS F. MANZO, Mayor

ATTEST:

_____
DIANE L. MALLOY, Municipal Clerk

ROLL CALL VOTE				
COMMITTEE MEMBER	AYES	NAYS	ABSTAIN	ABSENT
Manzo	✓			
Clowney	✓			
Diggons	✓			
Heim	✓			
Shearer	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey, at a meeting held by the same on May 20, 2013 in the Harrison Township Municipal Building, 114 Bridgeton Pike, Mullica Hill, New Jersey 08062.

_____
DIANE L. MALLOY
Clerk

RESOLUTION NO. 116-2013

RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF HARRISON DESIGNATING PORTIONS OF THE TOWNSHIP OF HARRISON (BLOCK 52, LOT 8 AND BLOCK 69, LOT 14) AS AREAS IN NEED OF REHABILITATION

WHEREAS, N.J.S.A. 40A:12A-14 authorizes the governing body of any municipality, by Resolution, to determine whether, according to the criteria set forth therein that any area of the municipality is an area in need of rehabilitation, and that, where warranted by consideration of the overall conditions and requirements of the community, the finding of need for rehabilitation may extend to the entire area of the municipality; and

WHEREAS, the Governing Body has determined that the following Blocks and Lots within the municipality satisfy one, or more, of the criteria set forth in N.J.S.A. 40A:12A-14: Block 52, Lot 8; and Block 69, Lot 14; and

WHEREAS, the Governing Body has further determined that a program of rehabilitation as defined in N.J.S.A. 40A:12A-3 may be expected to prevent further deterioration and promote overall development of the above described areas within the municipality; and

WHEREAS, on April 1, 2013, the Governing Body adopted Resolution No. 091-2013 authorizing the Joint Land Use Board to conduct a preliminary investigation to determine whether the aforementioned properties are areas in need of rehabilitation pursuant to N.J.S.A. 40A:12A-4; and

WHEREAS, on May 16, 2013, pursuant to N.J.S.A. 40A:12A-14, the Harrison Township Joint Land Use Board conducted a public hearing; considered the Report dated April 29, 2013 from Group Melvin Design entitled "Designation of Areas in Need or Rehabilitation; and reviewed and considered the proposed Resolution designating an area, or areas, of the municipality in need of rehabilitation as well as considered the evidence presented to the Joint Land Use Board regarding satisfaction of the criteria set forth in N.J.S.A. 40A:12A-14; and

WHEREAS, on May 16, 2013, the Joint Land Use Board concurred with the Governing Body's determination that the following Blocks/Lots satisfy one, or more, of the criteria set forth in N.J.S.A. 40A:12A-14: Block 52, Lot 8; and Block 69, Lot 14.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Harrison, that the following Areas within the municipality are designated as areas in need of rehabilitation according to the criteria of N.J.S.A. 40A:12A-14; specifically that more than half of the housing stock in the delineated areas is at least 50 years old, and/or a majority of the water and sewer infrastructure in the delineated areas is at least 50 years old and is in need of repair or substantial maintenance, and/or a program of rehabilitation, as defined in N.J.S.A. 40A:12A-3, may be expected to prevent further deterioration and promote the overall development of the community: Block 52, Lot 8 and Block 69, Lot 14.

ADOPTED at a regular meeting of the Mayor and Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey held on May 20, 2013.

TOWNSHIP OF HARRISON

BY: _____
LOUIS F. MANZO, MAYOR

ATTEST:

_____
DIANE L. MALLOY
Clerk

ROLL CALL VOTE				
COMMITTEE MEMBER	**AYES**	**NAYS**	**ABSTAIN**	**ABSENT**
Manzo	✓			
Clowney	✓			
Diggons	✓			
Heim	✓			
Shearer	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey, at a meeting held by the same on May 20, 2013 in the Harrison Township Municipal Building, 114 Bridgeton Pike, Mullica Hill, New Jersey 08062.

_____
DIANE L. MALLOY
Clerk

RESOLUTION NO. 22 -2014

RESOLUTION OF THE HARRISON TOWNSHIP JOINT LAND USE BOARD

MULLICA WEST APARTMENTS, LP

APPLICATION FOR AMENDED PRELIMINARY & FINAL MAJOR SITE PLAN APPROVAL FOR MULLICA WEST APARTMENTS LOCATED AT 58 WOODSTOWN ROAD (BLOCK 52, LOT 8) AND PRELIMINARY MAJOR SITE PLAN APPROVAL FOR IMPROVEMENTS LOCATED AT 54 WOODSTOWN ROAD (BLOCK 52, LOT 9).

Application No. 2014-10

WHEREAS, MULLICA WEST APARTMENTS, LP ("Applicant"), has applied to the Harrison Township Joint Land Use Board ("Board") for amended preliminary and final major site plan approval for the preservation, renovation and upgrade of an existing affordable housing apartment complex located at 58 Woodstown Road, designated as Lot 8 in Block 52 on the Harrison Township Tax Map ("Lot 8"), and preliminary major site plan approval for the construction of a new 24-unit affordable housing apartment building, community / maintenance building and associated site improvements on adjacent property located at 54 Woodstown Road, designated as Lot 9 in Block 52 ("Lot 9"); and

WHEREAS, the notice and publication requirements of the Municipal Land Use Law ("MLUL") and the Harrison Township Code having been met, the Board held a hearing on this application on June 19, 2014; and

WHEREAS, Applicant was represented by counsel, Jack Plackter, Esquire of Fox Rothschild, LLP; and

WHEREAS, by Resolution No. 098-2014, Lots 8 and 9 were designated by the Mayor and Committee of the Township of Harrison as a Non-Condemnation Redevelopment Area, and the present application is being made pursuant to and in conformance with the Redevelopment Plan adopted by the Township for the Redevelopment Area by Ordinance No. 11-2014, adopted April 21, 2014; and

WHEREAS, the Board, having reviewed the application submissions and received the comments of its professionals, granted Applicant's requested checklist waivers and deemed the application complete; and

WHEREAS, during the public hearing, the Board provided an opportunity for comments and questions from interested parties and the public; and

WHEREAS, the Board having reviewed the submissions of Applicant, all evidence presented in this matter, and relying specifically upon the representations and statements made

by Applicant in the application and during the hearing, the Board made the following findings of fact, reached the following conclusions of law, and set the following conditions for this grant of amended preliminary / final major site plan approval for Lot 8 and preliminary major site plan approval for Lot 9:

1. Overview. By the present application, Applicant proposes two separate construction projects on adjoining lots. The first project ("Phase I") involves the preservation, renovation and upgrade of an existing affordable housing apartment complex known as "Mullica West Apartments" ("Mullica West") located on Lot 8. The second project ("Phase II") involves the construction of a new 24-unit affordable housing apartment building, community / maintenance building and associated site improvements on adjacent Lot 9.

a. Both Lots 8 and 9 are located in the R-1 Residence – Agricultural ("R-1") zoning district. As set forth above, the properties have been designated as an Area in Need of Redevelopment and subject to a Redevelopment Plan adopted by the Township.

b. Lot 8 is owned by Mullica West, Ltd. ("MWL"). Applicant (by an affiliated entity, United Cerebral Palsy of Northern, Central and Southern New Jersey, Inc. ("UCP")) is the contract purchaser of Lot 8. UCP assigned its contract to purchase Lot 8 to Mullica West Apartments, LP.

c. By Board Resolution No. 25-2013, adopted June 6, 2013, UCP obtained preliminary major site approval with variances for Lot 8 in order to renovate and expand Mullica West by undertaking certain building and site modification and constructing a new 24-unit apartment building, a community / maintenance building and a new tot lot on the property.

d. Since obtaining preliminary approval for Lot 8, Applicant's general partner, MWA Affordable Housing, LLC, successfully purchased adjoining Lot 9, enabling Applicant to preserve and enhance existing Mullica West as Phase I, and relocating the proposed new buildings and tot lot to Lot 9 as Phase II.

e. Applicant now seeks to amend the prior approvals, consistent with the Redevelopment Plan, to provide for the phased development of both Lot 8 and Lot 9.

f. Phase I will include: the renovation and upgrade of both the interiors and exteriors of the existing 168-unit apartment complex; the reconfiguration of the parking lot and driveway; and the installation of enhanced landscape and buffer areas. The renovation will result in a total of 112 one-bedroom apartment units, 12 two-bedroom units and 44 three-bedroom units.

g. Phase II will include the construction of: a new 24-unit, multi-family, affordable housing building and a 4,325± square foot community /

maintenance building. Phase II will also include finalization of planned improvements for pedestrian circulation and the construction of a pedestrian connection between the site (Lots 8 and 9) and Main Street along Woodstown Road (an off tract improvement), and the construction of a new tot lot.

h. When completed, the separate projects will function, operate and visually appear as one comprehensive site.

2. Plans. Details of the proposed improvements are more specifically shown on the following plans submitted by Applicant:

a. Plan entitled "Amended Preliminary and Final Major Site Plan for Mullica West Apartments, 58 Woodstown Road, Plate 30, Block 52, Lots 8 and 9, Township of Harrison, county of Gloucester, New Jersey," prepared by Kernan Consulting Engineers (J. Timothy Kernan, PE, PP, CME, NJ Lic. No. 37101), consisting of 14 sheets, dated May 29, 2014.

b. Plan entitled "Plan of Existing Conditions, Mullica West Apartments, 58 Woodstown Road, Plate 30, Block 52, Lots 8 & 9, Township of Harrison, County of Gloucester, New Jersey," prepared by Kernan Consulting Engineers (John J. Pankok, PLS, NJ Lic. No. GS43329), consisting of 1 sheet, dated May 29, 2014.

c. Plan entitled "Phasing Plan, Mullica West Apartments, 58 Woodstown Road, Plate 30, Block 52, Lots 8 & 9, Township of Harrison, County of Gloucester, New Jersey," prepared by Kernan Consulting Engineers (J. Timothy Kernan, PE, PP, CME, NJ Lic. No. 37101), consisting of 1 sheet, dated June 16, 2014.

d. Architectural plans entitled "Mullica West, NJ HMFA No. 02898, Woodstown Road, Township of Harrison, New Jersey," prepared by Steven S. Cohen, Architect, P.C. (Steven S. Cohen, NJ Lic. No. 07824), consisting of 27 sheets, dated May 28, 2014.

e. Landscape plan entitled "Mullica West, NJ HMFA No. 02898, Woodstown Road, Township of Harrison, New Jersey," prepared by Steven S. Cohen, Architect, P.C. (Steven S. Cohen, NJ Lic. No. 07824), consisting of 2 sheets, dated May 28, 2014, with revisions through June 18, 2014.

3. Witnesses. During the hearing, the Board considered the testimony of the following witness(es):

a. Ron Rukenstein, PP/AICP, General Partner of Applicant and Developer.

b. John Bibeau, General Partner of Applicant and General Contractor.

c. J. Timothy Kernan, PE, PP, Applicant's Engineer and Planner. Mr. Kernan was accepted by the Board as an expert witness.

d. Michelle S. Young, PE, Applicant's Engineer.

e. Cliff Horner, Applicant's Architect.

f. Alan Goodheart, LLA, Applicant's Landscape Architect.

g. Christopher Knisely, 72 North Main Street, Resident.

h. David Rose, 61 Woodstown Road, Resident.

i. Robert F. Melvin, AICP/PP, Board Planning Consultant.

j. Hugh J. Dougherty, PE, CME, Board Engineering Consultant.

k. Jack Carman, FASLA, LLA, Board Landscape Architect.

4. Applicant Reports. The Board reviewed the following reports submitted by Applicant:

a. Environmental Impact Report, dated May 2014, prepared by Pamela J. Pellegrini, PE, PP, CME, of Kernan Consulting Engineers.

b. Stormwater Management Report, dated May 29, 2104, prepared by J. Timothy Kernan, PE, PP, CME, of Kernan Consulting Engineers.

c. Traffic Engineering Assessment, dated May 27, 2014, prepared by Deanna B. Drumm, PE, PP, PTOE, of Traffic Planning and Design, Inc.

5. Board Reports. The Board also considered the following staff reports:

a. Planning Report dated June 17, 2014 from Robert Melvin, AICP/PP, Board planning consultant.

b. Engineering Report dated June 17, 2014 from Hugh J. Dougherty, PE, CME, Board engineering consultant.

c. Landscape Architect Report dated June 18, 2014 from Jack Carman, FASLA, LLA, Board landscape architect.

6. Exhibits. The following exhibits were admitted into evidence:

a. *Exhibit A-1*: Color rendering of landscape plan / site plan (Sheet L1.01).

b. *Exhibit A-2*: Materials board, displaying siding, stone and shingles in type and color as proposed.

c. *Exhibit A-3*: Color elevations plan.

7. Area, Property and Neighborhood.

a. Lot 8 is a 24.79± acre parcel located on High Street with secondary access on Woodstown Road (Route 45). As indicated above, it is improved with a 7-building, 168-unit affordable housing complex, associated parking lot, wood frame shed, and two asphalt pads. The complex has not had a major renovation since construction in the 1970s, and as such, is extremely dated and in substantial need of renovation and upgrade.

b. Lot 9 is a 5.27± acre parcel located behind (to the southeast of) Lot 8, fronting on Woodstown Road. The property is improved with a single family residence constructed in or about 1850, a detached garage and small utility shed.

c. The area is rural and residential in nature. Single family residences are located to the north of the site, across High Street, and to the south of the site, across Woodstown Road. To the west lies open farmland and single family homes. To the east lies the Mullica Hill Friends School, residential dwellings and the Township's Main Street Historic District.

8. Property History and Affordable Housing Impacts.

a. Lot 8 is owned by Mullica West, Ltd. ("MWL"). The apartment complex was developed and constructed in the late 1970s by MWL pursuant to financing from the Farmers Home Administration of the United States Department of Agriculture ("FmHA") under a Federal program to provide rental housing for low and moderate income persons and families. Under the terms of the FmHA loan, MWL is required to preserve the property for the use and occupancy of low and moderate income tenants for the life of the loan. Due to changes in the Federal program and subsequent re-financing of the property, the affordability controls on the units expired on June 11, 2011, and are subject to release upon MWL's payoff of the FmHA loan.

b. In or about 2007, the Township, recognizing that the affordability controls were due to expire in 2011, began discussions with MWL regarding the potential for extending the controls so as to preserve the units for affordable housing purposes. The Harrison Township Planning Board (now this Board) identified the property as a site suitable for addressing a portion of the Township's fair share obligation under the rules adopted by the New Jersey

Council on Affordable Housing ("COAH") and included the property in the Township's Housing Element and Fair Share Plan submitted to COAH.

c. Applicant's principals are developers of affordable housing opportunities in the State of New Jersey, and have been working with MWL, the Township, the United States Department of Agricultural - Rural Development ("Rural Development") and the New Jersey Housing & Mortgage Finance Agency ("NJHMFA") to secure funding for the acquisition, preservation and rehabilitation of Mullica West. Additionally, with the acquisition of Lot 9, Applicant's principals have sought separate financing for Phase II to construct an additional 24-unit building, and a community / maintenance building and tot lot that will serve both properties.

d. With the preservation, renovation and new deed restrictions for Mullica West, the Township will receive COAH credit for the 168 units in Phase I. Additionally, the construction of the new 24-unit building in Phase II will provide an additional 24-units / credits towards the Township's COAH obligation, for a combined expected credit of 192 units.

e. The existing tenants will not be displaced from Mullica West due to the renovation / upgrade of the complex.

9. Buildings / Structures.

a. Phase I. As indicated above, all existing buildings and units will be receiving a full renovation and upgrade. Specifically:

i. All apartments will be upgraded to meet current Construction Code requirements and achieve Energy Star compliance standards. New windows, HVAC systems and flooring will be installed. All kitchens and bathrooms will be renovated, and all units repainted.

ii. Exterior facades will undergo a major renovation and upgrade. An additional bedroom will be added to 44 of the 2-bedroom units to create 3-bedroom / 1.5 bath units. Otherwise, the existing buildings will remain essentially as currently configured. New siding, roofs and ventilation will be added to the structures. Exterior finish will incorporate stone fronts, horizontal siding, and brick, in neutral colors, to provide depth and breaks in the façade in order to avoid a monolithic appearance in the structures. Exterior cables and wires will be removed and run within hidden conduits under the new façade. Applicant will not permit residents to install exterior mounted equipment (i.e., satellite dishes or antennas).

b. Phase II.

i. Applicant will construct a new 24-unit multi-family building that will match the design and look of the renovated Phase I units. The new building will be located in the northwest corner of Lot 9, parallel to the southeastern building of existing Mullica West.

ii. Across the new parking lot, Applicant will construct a new, 4,325 square foot community / maintenance building. Approximately 1,123 square feet will be for management and maintenance operations, and 3,202 square feet will be utilized for Mullica West residents (both Phase I and II) as a community building.

iii. Applicant intends to retain and repurpose the existing single family residence. Such preservation will serve to maintain to a large extent the existing streetscape and serve to hide and buffer views of the new improvements being constructed at the rear of the property. Further details regarding the preservation / use of this structure will be provided at the time of application for final site plan approval.

10. Access, Circulation and Parking.

a. Access to the site will continue to be provided from the existing two-way driveway with access points located on High Street at the northern portion of Lot 8, and Woodstown Road at the southern end of the site.

b. The existing parking lot and travel way will be reconfigured to create a dedicated access road between High Street and Woodstown Road.

i. The access road will be 24' wide and accommodate two-way traffic.

ii. Two access points for the parking lots will be provided along the eastern side of the access road.

iii. The access road will be owned and maintained by Applicant.

iv. Applicant will convey a public access easement to the Township for use of the access road.

c. As part of the parking lot reconfiguration, the northwestern portion of the lot will be eliminated and the parking spaces relocated closer to the existing buildings. The removal of the existing asphalt areas will result in an overall decrease in amount of impervious surface coverage. Additionally, grass / landscaped islands will be added within the lot to enhance the visual appearance and increase the green space within the site.

d. The existing parking is considered to be in excess of the site's actual needs. A total of 32 parking spaces will be eliminated as part of the improvements.

e. A new parking lot will be constructed on Lot 9 to provide parking for the new apartment units and the community / maintenance building.

f. Parking is considered to be adequate and in accordance with RSIS standards.

g. Applicant indicated that removal of the existing driveway loop located in the eastern portion of Lot 8 was contemplated, but ultimately rejected. The loop facilities access and circulation for the Township's Police and Emergency Services vehicles, and allows ease of turn-around for larger vehicles such as delivery trucks and garbage trucks.

11. Fencing. A split rail fence will be installed along the southwest property boundary with adjoining Lot 11. In discussions with the Board during the hearing, Applicant agreed to extend the fence along the property boundary with Lot 7.

12. Landscape and Buffers. Applicant proposes an extensive landscape and reforestation plan as depicted on the Landscape Plan (Sheets L1.01 and L1.02). A 5' high berm and landscape buffer is proposed along High Street, incorporating a mixture of evergreen and deciduous trees and ornamental shrubs. A landscape buffer is also proposed along adjacent Lots 7 and 11, with a mixture of evergreen trees and deciduous trees. Additional shade trees will be planted around the apartment buildings, tot-lot, parking lots, and trash enclosures, within the parking lot islands, and in-filled between the existing tree lines along Woodstown Road and the south side of the Woodstown Road entrance to the complex. The entrance islands at High Street and Woodstown Road will be enhanced with ornamental trees and shrubs. The open lawn areas between the berm and parking lot areas along the northern side of the property, and around the stormwater management basin, and between the existing parking lot and existing woodlands in the northeastern portion of the site will be reforested with shade and ornamental trees.

a. The berms along High Street and buffer plantings along Woodstown Road will be irrigated.

b. The plantings will be installed during and as part of Phase I of the project.

c. Applicant will attempt to preserve, to the extent reasonable, the existing mature trees located on Lot 9, and supplement the tree-lines with new plantings as necessary. Applicant will trim the existing trees as necessary to ensure proper sight lines for vehicles travelling along the Access Road and Woodstown Road.

d. No berm is proposed for Woodstown Road to ensure that the landscape plantings will not interfere with sight distances for motorists.

e. The final plantings shall be the subject of a post-installation inspection by the Board's Landscape Architect to ensure there are no gaps in coverage, which will be supplemented as necessary.

13. Lighting. Applicant will upgrade and replace the existing site lighting as reflected on Sheets 8 and 9 of the Site Plan. Applicant will utilize WLS Lighting – 748 Series Fixtures (or equal) for the project. All fixtures will be black in color. Fixtures that may be damaged by vehicles, lawn mowers or other maintenance operations will be raised on a concrete base with a chamfered edge. Applicant's engineer is in the process of conducting an existing lighting condition study and will work with the Board's planning consultant and engineer on any modifications to the lighting plan that may be required to match (but not exceed) existing illumination levels.

14. Recreational Amenities.

a. Applicant will install a "tot-lot" for the complex as part of the Phase II improvements. It will be located at the southern portion of the site along the property boundary between Lots 8 and 9, near the intersection of the access driveway with Woodstown Road. The lot will be surfaced with a poured-in-place playground surface. It will contain one ADA accessible play system for children aged 2 to 5 years old and one swing set structure of 2 to 4 swings. Additionally, two benches (black in color) will be provided. A barrier / fence (also black in color) to keep children away from the road will be installed.

b. Bicycle racks (black in color) will be located throughout the complex for use by residents.

15. Security. Applicant has developed a comprehensive security plan that will be implemented at the complex. Applicant employs a Security Director who will oversee the complex and work closely with local law enforcement to minimize / eliminate complaints and criminal activity. Surveillance monitoring, tenant screening and enforcement of lease terms will contribute to overall security within the complex. The security plan has been provided to the Harrison Township Police Department for review, input and approval.

16. Sidewalks & Curbing.

a. Applicant will provide infill curbing along High Street (off-tract improvement) as needed in locations as determined by the Board Engineer.

b. To facilitate pedestrian access to the Main Street Historic / Commercial Districts, Applicant will construct an off-tract sidewalk extending from the Woodstown Road entrance of the project to Main Street. The sidewalk will be 5' wide and constructed of a floated aggregate to match existing Main Street improvements.

i. Due to environmental, topographic and site conditions along the proposed route, Applicant's engineer is still working on developing plans for the final design and location of the sidewalk. Applicant will coordinate its efforts with the Board Engineer and Board Planner and include the final design with its application for final site plan approval for Phase II.

ii. Because of the important public benefit in facilitating and providing pedestrian access to / from Mullica West and Main Street, the Township will work with Applicant to acquire any easements that may be required to construct the sidewalk.

17. Signage. Applicant proposes a new 24 square foot identification sign at the project entrance along Woodstown Road. The sign face will be sandblasted or carved face typology similar to other signs in the Township. It will be substantially forest green in color with gold lettering. It will be indirectly lighted and all exposed lighting fixtures will be black in color. No identification sign will be located at the High Street entrance.

18. Stormwater Management. Proposed stormwater management efforts will improve water quality and reduce the quantity of runoff leaving the site.

a. Stormwater management improvements are not proposed as part of the Phase I upgrade of existing Mullica West. The proposed parking lot modifications will result in an overall decrease in the amount of impervious surface coverage.

b. Due to unfavorable groundwater conditions, stormwater management infrastructure for the Phase II / Lot 9 construction is not proposed on the lot. Rather, an extended detention basin will be constructed in the northwest corner of Lot 8 to compensate for any potential increase in stormwater runoff.

c. Stormwater runoff from Lot 9 and southern portion of the Lot 8 parking improvements and bypass road will be directed to the new basin. This will result in an overall improvement in stormwater management on the site.

d. Because there will be no standing water or related safety concerns, fencing around the basin is not proposed.

19. Traffic. No significant traffic impact is expected from the proposed renovations and new building additions. The reconfigured access driveway will facilitate access through the site and divert traffic away from the primary parking areas, enhancing site safety.

20. Trash and Utilities.

    a. *Water*. The site is currently serviced by public water.

    b. *Sewer / Septic*. The site is currently served by public sewer service.

    c. *Other*. Other utilities are already provided to the site with no changes planned.

    d. *Trash*. Five dumpster enclosures will be located within the parking areas on Lot 8 to accommodate trash and recycling. The enclosures have been oriented approximately 180° inward towards the parking lots to facilitate access by removal trucks and enhance the overall appearance. Decorative walls, 8' in height, with landscape screening will hide views of the interior of the enclosure. Hose bibs will be installed in each enclosure to facilitate clean up on a regular basis.

        i. At the recommendation of the Board, the enclosures will not be gated to avoid the maintenance issues and visual impacts associated with broken gates caused by the removal trucks.

        ii. Applicant will continue to look at various dumpster options and alternatives to facilitate ease of use by residents, while at the same time providing a secure enclosure and reducing to the practical extent possible the number of units.

        iii. Applicant contracts with private haulers for trash removal.

21. Other.

    a. A member of the public, Mr. Knisely, spoke in favor of the application, complimenting Applicant on its plan to save the existing single family residence located on Lot 9, the efforts being undertaken to preserve the complex and upgrade its visual appearance, and the plan to install a sidewalk connecting the complex with Main Street, increasing walkability and safety for residents, and fostering a way to enhance integration of the complex into the local community.

    b. A neighbor, Mr. Rose, expressed concerns over the impact vehicle headlights will have on his residence, which is located directly across the street from the access road's connection with Woodstown Road, and potential safety issues associated with vehicles turning into/out of the access road.

        i. Applicant's engineer indicated that they have performed a traffic study and have applied to NJDOT for a Letter of No Interest. Pursuant to

that application, NJDOT is looking at the intersection and Applicant will comply with any requirements made by NJDOT.

ii. Additionally, relocating the crest of the access road (for drainage purposes) will locate the high point closer to Mr. Rose's residence, which should serve to deflect light from vehicle headlights away from Mr. Rose's residence.

iii. Applicant will work with Mr. Rose and the Board's consultants to ensure that vehicle headlights do not shine directly onto the residence, including planting shrubs or other screening on Mr. Rose's property as may be necessary.

22. Requested Relief. In connection with the project described above, Applicant requests the following relief and approvals from the Board:

a. *Site Plan Approval.* Applicant seeks amended preliminary and final major site plan approval for Lot 8, and preliminary major site plan approval for Lot 9.

b. *Variance(s).* The application is consistent with the adopted Redevelopment Plan for Lots 8 and 9, and no use or bulk variances are requested or required.

c. *Waivers / Exceptions.* Applicant requests the following waivers and exceptions:

i. Design waiver from Section 225-86.A(2)(c), which requires hairpin striping for parking spaces. Applicant will be providing 10' wide parking stalls in lieu of hairpin striping.

ii. Design waiver from Section 225-86.A(2)(c), which requires that all parking areas and driveways be provided with permanent and durable curbing. Portions of the driveway and parking lots do not include curbing for drainage purposes.

iii. Design waiver from Section 192-20.F (via Section 174-27), which requires that curbing within parking lots be constructed of Belgian block, granite block, or approved equivalent. Applicant proposes both Belgian block curbing, and in certain areas to match existing conditions, concrete curbing for which a waiver is required.

iv. The Board finds that, in accordance with the recommendations of its consultants, good and sufficient cause exists for the granting of the requested waivers, subject to the conditions set forth below.

23. Having made the above findings, the Board finds and determines that Applicant has sustained its burden of satisfying the required criteria for obtaining the approvals sought, and that the application is in the public interest and is in compliance with the applicable standards set by the MLUL and Township Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Harrison Township Joint Land Use Board, that on June 19, 2014, and memorialized by this Resolution this 23rd day of July, 2014, that Applicant, Mullica West Apartments, LP, be and hereby is GRANTED amended preliminary and final major site plan approval for the preservation, renovation and upgrade of the existing Mullica West affordable housing apartment complex located at 58 Woodstown Road ("Lot 8"), and preliminary major site plan approval for the construction of a new 24-unit affordable housing apartment building, community / maintenance building and associated site improvements on an adjacent property located at 54 Woodstown Road ("Lot 9"), as particularly described above, subject to and conditioned upon satisfaction of the following conditions:

1. As to Phase I – Amended Preliminary / Final Major Site Plan Approval for Lot 8:

    a. Applicant shall provide in-fill curbing along High Street as needed.

    b. Pursuant to Paragraph 11 above, the proposed split rail fence along the property boundary with adjoining Lot 11 will be extended along the property boundary with Lot 7. The plans shall be amended to include this change.

    c. Applicant shall work with the Board's Landscape Architect to finalize the landscape plan and required plantings as set forth in the June 18, 2014 report of Mr. Carman. The Landscape Plan (Sheets 8 and 9) shall be revised to reflect such changes and submitted for review and approval to the Board's Landscape Architect.

        i. Installation of the landscaping, berms, buffers and reforestation plantings shall be as detailed in the approved Landscape Plan.

        ii. The final plantings shall be the subject of a post-installation inspection by the Board's Landscape Architect to ensure there are no gaps in coverage, which shall be supplemented as necessary.

    d. Pursuant to Section 12.a above, Applicant shall provide an irrigation plan to the Board Engineer and Landscape Architect for review and approval.

    e. Pursuant to Section 10.b.iv above, Applicant will convey a public access easement to the Township for public use of the access road. A copy of the proposed easement, including the proposed metes and bounds description, shall be submitted to the Board Engineer and Board Attorney for review and approval.

f. Applicant will provide additional details regarding building downspouts to the Board engineer for review and approval.

g. Applicant will supply inlet capacity calculations to the Board's Engineer demonstrating that the inlets and piping can transport all flows to the detention facility so there will be no by-pass flow.

h. Applicant shall provide a detailed Phasing Plan, including construction sequencing, details for handling traffic conditions during construction, and a plan for resident relocations during renovation and construction to the Township's Land Use Administrator for review and approval.

i. Applicant shall prepare and submit a Property Maintenance Plan addressing buildings, grounds, landscaping, dumpsters and site infrastructure to the Township's Land Use Administrator and Board Planner for review and approval.

j. Plans for the final design of the tot lot improvements shall be prepared and submitted to the Board Engineer and Board Planner for review and approval. The Tot Lot shall be installed with the Phase II improvements.

k. Pursuant to Section 13 above, Applicant shall provide a copy of the existing lighting condition study to the Board Engineer and Board Planner, and shall, if necessary, modify the proposed Lighting Plan (Sheets 8 and 9) to ensure that illumination levels do not exceed existing conditions.

l. Pursuant to Section 21.b.iii above, Applicant shall undertake efforts to ensure that vehicle headlights do not shine directly on the residence located at 61 Woodstown Road.

2. As to Phase II – Preliminary Major Site Plan Approval for Lot 9:

   a. Applicant shall submit a revised landscape plan for Lot 9 at the time of application for final site plan approval, identifying existing evergreen and shade trees and any supplemental plantings that may be required.

3. As to Both Phases Generally:

   a. Applicant shall work with the Board Engineer and Board Planner on the final plan to provide an off-tract sidewalk extending from the Woodstown Road entrance of the project to Main Street. The size, type and appearance of the sidewalk shall match the existing sidewalks.

b. Applicant shall comply with all unmet conditions set forth in Board Resolution No. 25-2013, adopted June 6, 2013.

c. Applicant shall comply with all unmet comments and conditions set forth in the June 17, 2014 report of the Board Engineer, the June 17, 2014, report of the Board Planner, and the June 18, 2014 report of the Board's Landscape Architect, except as may be modified by the provisions of this Resolution.

d. Applicant shall prepare and record cross easements for Lots 8 and 9 for all infrastructure and improvements to be used in common and/or located across property boundary lines as the lots will not be consolidated. A copy of the proposed easements, including the proposed metes and bounds description, shall be submitted to the Board Engineer and Board Attorney for review and approval.

e. All easements, restrictions or other recordable instruments, if any, required by this Resolution will be submitted to and approved by the Board Attorney prior to the signing of the plan. Such easements or other instruments will be recorded in the Gloucester County Clerk's Office. Proof of recordation of the easement(s) or other instruments, if any, must be submitted to the Township's Land Use Administrator prior to the release of any escrowed monies.

f. Applicant shall obtain any and all additional approvals (or waivers / letters of no interest) required from any outside agency having jurisdiction, including, but not limited to:

    i. New Jersey Department of Environmental Protection.
    ii. New Jersey Department of Transportation.
    iii. Gloucester County Planning Board.
    iv. Gloucester County Soil Conservation District.
    v. Gloucester County Department of Health.

g. The plans shall be amended to include satisfaction of the above conditions of approval. The final plans shall be subject to the review and approval of the Board Engineer.

h. Ten (10) copies of the final Site Plan shall be submitted to the Township's Land Use Administrator for the appropriate review, approval and signature.

i. The approvals granted herein will not be deemed satisfied until such time as the Board Engineer and Board Planner so certify in writing and the

Administrative Officer finds that all conditions of approval have been satisfied.

j. Applicant shall post a performance guarantee and a maintenance guarantee with the Township as required by Section 174-18 of the Township Code. All bonded improvements planned for the development shall be completed and fully installed within two years of the date the first building permit is issued. The form of the guarantees must be submitted to the Township Solicitor for review and approval before posting with the Township. The guarantees shall be posted prior to the signing of the final plans or commencement of construction of any improvement or infrastructure, whichever occurs first.

k. Payment of all outstanding real estate taxes, assessments and land development escrow charges, if any, and the supplementation of the escrow account, if necessary, within 30 days of any notice of account deficiency.

ATTEST:

HARRISON TOWNSHIP JOINT LAND USE BOARD

By: _____
Cyndi Quast, Secretary

By: _____
Joseph D. Pacera, Chairman

The undersigned, Secretary of the Harrison Township Joint Land Use Board, hereby certifies that the above is a true copy of the Resolution adopted by said Board on the 23rd day of July, 2014.

_____
Cyndi Quast, Secretary

RESOLUTION NO. 098-2014

RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF HARRISON DESIGNATING PORTIONS OF THE TOWNSHIP OF HARRISON (BLOCK 52, LOTS 8 AND 9) AS A NON-CONDEMNATION REDEVELOPMENT AREA

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., authorizes the governing body of any municipality, by Resolution, to determine whether, according to the criteria set forth therein that any area of the municipality is an area in need of redevelopment, and that, where warranted by consideration of the overall conditions and requirements of the community, the finding of need for redevelopment may extend to the entire area of the municipality; and

WHEREAS, the Governing Body has determined that the following Blocks and Lots within the municipality satisfy one, or more, of the criteria set forth in N.J.S.A. 40A:12A-5: Block 52, Lots 8 and 9; and

WHEREAS, the Governing Body has further determined that a program of redevelopment as defined in N.J.S.A. 40A:12A-3 may be necessary to prevent further deterioration and promote overall development of the above described areas within the municipality; and

WHEREAS, on March 3, 2014, the Governing Body adopted Resolution No. 82-2014 authorizing the Joint Land Use Board to conduct a preliminary investigation to determine whether the aforementioned properties are areas in need of redevelopment pursuant to N.J.S.A. 40A:12A-4 and N.J.S.A. 40A:12A-6; and

WHEREAS, on April 3, 2014, pursuant to N.J.S.A. 40A:12A-6, the Harrison Township Joint Land Use Board conducted a public hearing; considered the Preliminary Redevelopment Investigation Report dated March 20, 2014 from the Joint Land Use Board's Planner, Robert F. Melvin, AICP/PP, entitled "Preliminary Redevelopment Investigation of Block 52, Lots 8 and 9", attached hereto; and reviewed and considered the proposed Resolution designating an area, or areas, of the municipality in need of redevelopment as well as considered the evidence presented to the Joint Land Use Board regarding satisfaction of the criteria set forth in N.J.S.A. 40A:12A-5; and

WHEREAS, on April 3, 2014, the Joint Land Use Board concurred with the Governing Body's determination and recommended that the delineated area be a redevelopment area since the following Block/Lots satisfy the criteria set forth in N.J.S.A. 40A:12A-5: Block 52, Lots 8 and 9.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Harrison, that Block 52, Lots 8 and 9 within the municipality are designated as areas in need of redevelopment according to the criteria of N.J.S.A. 40A:12A-5; specifically the statutory criterion identified in N.J.S.A. 40A:12A-5(a) as follows:

> The generality of buildings are substandard, unsafe, unsanitary, dilapidated, or obsolescent, or poses any of such characteristics or are so lacking in light air, or space, as to be conducive to unwholesome living or working conditions. In addition, the Township's Joint Land Use Planner determined that the garage and shed are sufficiently outdated in their design and construction as to be considered obsolete for the purposes they are intended to serve.

BE IT FURTHER RESOLVED, that the Redevelopment Area is a Non-Condemnation Redevelopment Area and that this redevelopment area determination shall not authorize the municipality to exercise the power of eminent domain to acquire any property in the delineated area.

ADOPTED at a regular meeting of the Mayor and Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey held on April 7, 2014.

TOWNSHIP OF HARRISON

BY:
LOUIS F. MANZO, MAYOR

ATTEST:

DIANE L. MALLOY
Clerk

ROLL CALL VOTE				
COMMITTEE MEMBER	**AYES**	**NAYS**	**ABSTAIN**	**ABSENT**
Manzo	✓			
Clowney	✓			
Diggons				✓
Heim	✓			
Shearer	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey, at a meeting held by the same on April 7, 2014 in the Harrison Township Municipal Building, 114 Bridgeton Pike, Mullica Hill, New Jersey 08062.

DIANE L. MALLOY
Clerk

ORDINANCE NO. 11-2014

AN ORDINANCE OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF HARRISON, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY ADOPTING A REDEVELOPMENT PLAN FOR BLOCK 52, LOTS 8 AND 9 PURSUANT TO N.J.S.A. 40A:12A-7

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, a redevelopment project must be undertaken pursuant to a "Redevelopment Plan" adopted by Township Ordinance, and said Redevelopment Plan must include an outline for the planning, development, redevelopment or rehabilitation of the project area; and

WHEREAS, the Governing Body of the Township of Harrison, on March 3, 2014, via Resolution No. 82-2014, directed the Joint Land Use Board of Harrison Township ("Planning Board") to conduct a Preliminary Investigation to determine whether Block 52, Lots 8 and 9 (hereinafter "Non-Condemnation Redevelopment Area") is an area in need of redevelopment pursuant to the criteria set forth in N.J.S.A. 40A:12A-5; and

WHEREAS, the Joint Land Use Board held a public hearing on April 3, 2014 at 7:30 p.m., and recommended that the Non-Condemnation Redevelopment Area be designated as an area in need of redevelopment via Resolution No. 11-2014; and

WHEREAS, the Mayor and Committee of the Township of Harrison on April 7, 2014, via Resolution No. 098-2014, accepted and adopted the findings and recommendations of the Harrison Township Joint Land Use Board to designate Block 52, Lots 8 and 9 as a Non-Condemnation Redevelopment Area; and

WHEREAS, the Joint Land Use Board held a public meeting on April 3, 2014 at 7:30 p.m., and recommended to the Mayor and Committee, via Resolution No. 12-2014, that they adopt the Redevelopment Plan for the Redevelopment Area entitled "Redevelopment Plan Block 52, Lots 8 and 9" dated April 1, 2014 as prepared by the Joint Land Use Board's Planner, Robert F. Melvin, PP, AICP, which is attached hereto ("Redevelopment Plan"); and

WHEREAS, the Non-Condemnation Redevelopment Area and Plan meet the requirements of N.J.S.A. 40:12A-1, et seq., and is substantially consistent with the Township's Master Plan.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Committee of the Township of Harrison as follows:

Section 1.

That the Mayor and Committee of the Township of Harrison hereby accepts and approves the recommendations of the Joint Land Use Board and Joint Land Use Board's Planner, Robert F. Melvin, PP, AICP.

That the Redevelopment Plan, attached hereto, for Block 52, Lots 8 and 9 as recommended by the Joint Land Use Board be and is hereby adopted as the Redevelopment Plan of the Township of Harrison for the area referenced herein as the Non-Condemnation Redevelopment Area, and as more fully depicted in the map and plan adopted hereby and incorporated herein pursuant to N.J.S.A. 40A:12A-7.

That the Zoning District Map be amended in accordance with the provisions of N.J.S.A. 40A:12A-7(c) of the Township of Harrison Zoning Map, attached, and said Map is hereby amended to conform to the provisions of the Redevelopment Plan. The zoning district map, as amended, shall indicate the Non-Condemnation Redevelopment Area to which Redevelopment Plan applies.

That the Mayor and Committee of the Township of Harrison shall have, be entitled to and is hereby vested with all of the powers and authority available to it under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., in furtherance of the goals and purposes of the Redevelopment Plan in accordance with N.J.S.A. 40A:12A-4.

Section 2.

Repealer.

All prior Ordinances or parts of Ordinances inconsistent with this Ordinance be and the same are hereby repealed to the extent of such inconsistencies.

Section 3.

Severability.

Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

Section 4.

When effective.

This Ordinance shall take effect immediately upon final passage and publication in accordance with law.

TOWNSHIP OF HARRISON

BY: Louis Manzo
LOUIS F. MANZO, MAYOR

ATTEST:

Diane L. Malloy
DIANE L. MALLOY, Clerk

NOTICE

The Ordinance published herein was introduced and passed upon first reading at a meeting of the Mayor and Committee of the Township of Harrison, in the County of Gloucester and State of New Jersey, held on April 7, 2014. It will be further considered for final passage, after public hearing hereon, at a meeting of said Mayor and Committee to be held in the Township's Municipal Building, 114 Bridgeton Pike, Mullica Hill, New Jersey 08062, in the Township, on April 21, 2014 at 7:30 P.M. During the week prior and up to and including the date of such meeting, copies of said Ordinance will be made available at the Clerk's office at the Municipal Building, 114 Bridgeton Pike, in the Township, to the members of the general public who shall request the same.

Diane L. Malloy

DIANE L. MALLOY
Municipal Clerk

ORDINANCE NO. 07-2015

AN ORDINANCE OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF HARRISON, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY ADOPTING AN AMENDED REDEVELOPMENT PLAN FOR BLOCK 52, LOTS 8 AND 9 PURSUANT TO N.J.S.A. 40A:12A-7

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, a redevelopment project must be undertaken pursuant to a "Redevelopment Plan" adopted by Township Ordinance, and said Redevelopment Plan must include an outline for the planning, development, redevelopment or rehabilitation of the project area; and

WHEREAS, the Governing Body of the Township of Harrison, on March 3, 2014, via Resolution No. 82-2014, directed the Joint Land Use Board of Harrison Township ("Planning Board") to conduct a Preliminary Investigation to determine whether Block 52, Lots 8 and 9 (hereinafter "Non-Condemnation Redevelopment Area") is an area in need of redevelopment pursuant to the criteria set forth in N.J.S.A. 40A:12A-5; and

WHEREAS, the Joint Land Use Board held a public meeting on April 3, 2014 at 7:30 p.m., and recommended to the Mayor and Committee, via Resolution No. 12-2014, that they adopt the Redevelopment Plan for the Redevelopment Area entitled "Redevelopment Plan Block 52, Lots 8 and 9" dated April 1, 2014 as prepared by the Joint Land Use Board's Planner, Robert F. Melvin, PP, AICP, which is attached hereto ("Redevelopment Plan"); and

WHEREAS, the Mayor and Committee of the Township of Harrison on April 7, 2014, via Resolution No. 098-2014, accepted and adopted the findings and recommendations of the Harrison Township Joint Land Use Board to designate Block 52, Lots 8 and 9 as a Non-Condemnation Redevelopment Area; and

WHEREAS, the governing body has proposed an amended Redevelopment Plan prepared by Robert F. Melvin, AICP/PP of Group Melvin Design, titled the "Redevelopment Plan for Block 52, Lots 8 and 9" dated April 17, 2015; said Plan meeting the requirements of N.J.S.A. 40A:12A-7; and

WHEREAS, a copy of the "Redevelopment Plan for Block 52, Lots 8 and 9" dated April 17, 2015 is attached hereto; and

WHEREAS, this Ordinance, after introduction, shall be referred to the Joint Land Use Board for review, comments and consistency with the Harrison Township Master Plan which Board's recommendation will be reviewed and considered by the Mayor and Committee prior to adoption in accordance with N.J.S.A. 40A:12A-7; and

WHEREAS, the Mayor and Committee desire to approve and adopt the proposed "Redevelopment Plan for Block 52, Lots 8 and 9" dated April 17, 2015, and direct that the Township's Zoning Map be amended and superseded to reflect the provisions of the amended Redevelopment Plan, if applicable.

WHEREAS, Article IV of the Developer's Agreement provides for the obligations of the Township to provide the affordable housing funding for Phase I via a defined disbursement schedule; and

WHEREAS. Phase I, Disbursement #1, in the sum of $500,000.00 was authorized and paid by the Township Committee to UCP/RA via Resolution No. 180-2014 adopted on September 3, 2014; and

WHEREAS, on September 9, 2014, UCP/RA closed and purchased Block 52, Lot 8 via Deed dated September 9, 2014 from Mullica West Limited, a New Jersey Limited Partnership, to Mullica West Apartments Limited Partnership, same being recorded in the Gloucester County Clerk's Office in Deed Book 5232, Page 76 on September 11, 2014; and

WHEREAS, Article 4.3 entitled "Disbursement Schedule" of the May 5, 2014 Developer's Agreement provides that the sum of $305,000.00 is due to UCP/RA from the Township of Harrison seven (7) months after closing.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Harrison, County of Gloucester and State of New Jersey, as follows:

1. Pursuant to, and consistent with the Developer's Agreement dated May 5, 2014 between the Township of Harrison and Rukenstein Associates, LLC as Developer, and United Cerebral Palsy of Northern, Central and Southern NJ, Inc., specifically Article 4.3 entitled "Disbursement schedule", the Township Treasurer is hereby authorized and directed to issue a payment to United Cerebral Palsy of Northern, Central and Southern NJ, Inc. (as Project Sponsor) in the amount of Three Hundred Five Thousand Dollars ($305,000.00) ("Disbursement #2") for Phase I of the Project.

2. The Mayor, Township Administrator, Township Clerk, Township Solicitor, and other appropriate officers, employees and professionals, are hereby authorized and directed to prepare and execute any and all documents regarding the license and undertake any and all acts necessary to accomplish the purposes hereof.

ADOPTED at a regular meeting of the Mayor and Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey held on April 20, 2015.

TOWNSHIP OF HARRISON

BY: Louis Manzo

LOUIS F. MANZO, MAYOR

ATTEST:

Diane L. Malloy

DIANE L. MALLOY
Municipal Clerk

ROLL CALL VOTE				
COMMITTEE MEMBER	AYES	NAYS	ABSTAIN	ABSENT
Manzo	✓			
Clowney	✓			
Diggons	✓			
Heim	✓			
Shearer				✓

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey, at a meeting held by the same on April 20, 2015 in the Harrison Township Municipal Building, 114 Bridgeton Pike, Mullica Hill, New Jersey 08062.

Diane L. Malloy

DIANE L. MALLOY
Municipal Clerk

RESOLUTION NO. 28-2015

RESOLUTION OF THE HARRISON TOWNSHIP JOINT LAND USE BOARD

MULLICA WEST APARTMENTS, LP

APPLICATION FOR AMENDED PRELIMINARY & FINAL MAJOR SITE PLAN APPROVAL FOR IMPROVEMENTS LOCATED AT 54 WOODSTOWN ROAD (BLOCK 52, LOTS 8 & 9).

Application No. 2015-16

WHEREAS, MULLICA WEST APARTMENTS, LP ("Applicant"), has applied to the Harrison Township Joint Land Use Board ("Board") for amended preliminary and final major site plan approval for the construction of two 24-unit affordable housing apartment buildings, community / maintenance building and associated site improvements on property located at 54 Woodstown Road, designated as Lots 8 & 9 in Block 52 (the "subject property" or "Lots 8 & 9"); and

WHEREAS, the notice and publication requirements of the Municipal Land Use Law ("MLUL") and the Harrison Township Code having been met, the Board held a hearing on this application on June 4, 2015; and

WHEREAS, Board Member A. DiFabio recused himself from the hearing and did not participate in the Board's consideration of this application; and

WHEREAS, Applicant was represented by counsel, Jack Plackter, Esquire of Fox Rothschild, LLP; and

WHEREAS, by Resolution No. 098-2014, Block 52, Lots 8 and 9 were designated by the Mayor and Committee of the Township of Harrison as a Non-Condemnation Redevelopment Area, and the present application is being made pursuant to and in conformance with the Redevelopment Plan adopted by the Township for the Redevelopment Area by Ordinance No. 11-2014, adopted April 21, 2014, and amended by Ordinance 07-2015, adopted May 18, 2015; and

WHEREAS, the Board, having reviewed the application submissions and received the comments of its professionals, granted Applicant's requested checklist waivers and deemed the application complete; and

WHEREAS, during the public hearing, the Board provided an opportunity for comments and questions from interested parties and the public; and

WHEREAS, the Board having reviewed the submissions of Applicant, all evidence presented in this matter, and relying specifically upon the representations and statements made

by Applicant in the application and during the hearing, the Board made the following findings of fact, reached the following conclusions of law, and set the following conditions for this grant of amended preliminary / final major site plan approval for Lot 9:

1. Overview. The present application seeks to amend Applicant's prior approvals for a two-phase affordable housing project. The first phase ("Phase I") involved the preservation, renovation and upgrade of an existing affordable housing apartment complex known as "Mullica West Apartments" ("Mullica West") located on adjoining Lot 8, which is currently underway. The second phase ("Phase II") involves the construction of two new 24-unit affordable housing apartment buildings, a community / maintenance building, tot-lot and associated site improvements on adjacent Lot 9.

a. Both Lots 8 and 9 are located in the R-1 Residence – Agricultural ("R-1") zoning district. As set forth above, the properties have been designated as an Area in Need of Redevelopment and subject to a Redevelopment Plan adopted by the Township.

b. By Board Resolution No. 25-2013, adopted June 6, 2013, the Board granted preliminary major site approval with variances for Lot 8 in order to renovate and expand Mullica West by undertaking certain building and site modification and constructing a new 24-unit apartment building, a community / maintenance building and a new tot-lot on the property.

c. Subsequent to the adoption of Resolution No. 25-2013, Applicant's general partner, MWA Affordable Housing, LLC, acquired Lot 9, enabling Applicant to preserve and enhance existing Mullica West as Phase I, and relocate the proposed new buildings and tot lot to Lot 9 as Phase II.

d. By Board Resolution No. 22-2014, adopted July 23, 2014, the Board granted Amended Preliminary and Final Major Site Plan Approval for Phase I (Lot 8) and Preliminary Major Site Plan Approval for Phase II (Lot 9).

i. Phase I included: the renovation and upgrade of both the interiors and exteriors of the existing 168-unit apartment complex; the reconfiguration of the parking lot and driveway; the installation of enhanced landscape and buffer areas, and providing for a pedestrian connection between the project and Main Street. The renovation, currently underway, will result in a total of 112 one-bedroom apartment units, 12 two-bedroom units and 44 three-bedroom units.

ii. Phase II proposed the construction of a new 24-unit, multi-family, affordable housing building, a 4,325± square foot community / maintenance building, tot-lot and associated site / parking improvements. Phase II would also include finalization of planned improvements for pedestrian circulation and the construction of the

pedestrian connection between the site (Lots 8 and 9) and Main Street along Woodstown Road (an off tract improvement).

iii. Although not part of the prior application, Phase II of the plan was designed to allow for the future construction of an additional affordable housing building on the site.

e. Applicant now returns to the Board for an amendment to its prior approvals for Lots 8 & 9 in order to move forward and add a second 24-unit apartment building.

i. All other terms and conditions of approval for Phase I remain unchanged and will be implemented.

ii. Applicant indicated that the need to move forward with construction of the additional building now is driven in large part by project financing issues. More specifically, although the project met the State's financing program requirements, for technical reasons, Applicant was unable to obtain the funding grant for Phase II. Therefore, Applicant is now in the process of submitting a new financing application with the State, but the program requires that the project meet certain cost requirements, which Phase II, as a stand-alone 24-unit project would not meet. With the proposed construction of the additional 24-units, the project will meet the qualification requirements and enable Applicant to proceed.

iii. Applicant is currently working with the Township on amendments to various agreements to facilitate this affordable housing project. The additional 24-units will assist the Township in meeting the Township's Mount Laurel affordable housing obligations (described further in Paragraph 8.b below).

iv. The approvals run with the land and separately pertain to the ultimate owner of either Lot 8 or 9 should the Lots be in separate ownership.

2. Plans. Details of the proposed improvements are more specifically shown on the following plans submitted by Applicant:

a. Plan entitled "Phase II Amended Preliminary and Final Major Site Plan for Mullica West Apartments, 58 Woodstown Road, Plate 30, Block 52, Lots 8 and 9, Township of Harrison, County of Gloucester, New Jersey," prepared by Kernan Consulting Engineers (J. Timothy Kernan, PE, PP, CME, NJ Lic. No. 37101), consisting of 12 sheets, dated May 18, 2015.

b. Plan entitled "Sidewalk Construction Plan for Mullica West Apartments, Bridgeton Pike (N.J.S.H. 77), Woodstown Road (N.J.S.H. 45), Harrison Township, Gloucester County," prepared by Maser Consulting, PA (James F. Biegen, PE, NJ Lic. No. GE34322), consisting of 13 sheets, dated May 18, 2015.

c. Architectural plans entitled "Mullica West, NJ HMFA No. 02898, Woodstown Road, Township of Harrison, New Jersey," prepared by Steven S. Cohen, Architect, P.C. (Steven S. Cohen, NJ Lic. No. 07824), consisting of 2 sheets, dated May 15, 2015.

d. Landscape plan entitled "Mullica West, NJ HMFA No. 02898, Woodstown Road, Township of Harrison, New Jersey," prepared by Steven S. Cohen, Architect, P.C. (Alan R. Goodheart, ASLA, NJ Lic. No. 21AS00027000), consisting of 1 sheet, dated May 28, 2014, with revisions through May 18, 2015 (Phase II).

e. Tot-lot rendering (undated), entitled "Mul West Tot Lot," prepared by General Recreation, Inc. (Michael Wiley), consisting of 2 sheets.

3. Witnesses. During the hearing, the Board considered the testimony of the following witness(es):

a. Ron Rukenstein, PP/AICP, General Partner of Applicant and Developer.

b. John Bibeau, General Partner of Applicant and General Contractor.

c. J. Timothy Kernan, PE, PP, Applicant's Engineer and Planner. Mr. Kernan was accepted by the Board as an expert witness.

d. Steven S. Cohen, Applicant's Architect.

e. Robert F. Melvin, AICP/PP, Board Planning Consultant.

f. Hugh J. Dougherty, PE, CME, Board Engineering Consultant.

4. Applicant Reports. The Board reviewed the following reports submitted by Applicant: Stormwater Management Report, dated May 29, 2104, with revisions through May 18, 2015, prepared by J. Timothy Kernan, PE, PP, CME, of Kernan Consulting Engineers.

5. Board Reports. The Board also considered the following staff reports:

a. Planning Report dated June 1, 2015 from Robert Melvin, AICP/PP, Board planning consultant.

b. Engineering Report dated May 27, 2015 from Hugh J. Dougherty, PE, CME, Board engineering consultant.

c. Landscape Architect Report dated May 28, 2015 from Jack Carman, FASLA, LLA, Board landscape architect.

d. Wastewater Facilities Review Report, dated June 4, 2015 from George E. Hann, Jr., PE, Township Wastewater Engineer.

6. Exhibits. There were no exhibits admitted into evidence during the hearing.

7. Area, Property and Neighborhood. A detailed description is set forth in Resolution No. 22-2014 and is incorporated herein by reference.

8. Property History and Affordable Housing Impacts.

a. The property history is set forth in greater detail in Resolution No. 22-2014.

b. With the preservation, renovation and new deed restrictions for Mullica West, the Township will receive affordable housing credit for the 168 units in Phase I. Additionally, the construction of two new 24-unit buildings in Phase II will provide an additional 48 units applicable for credit towards the Township's Mount Laurel affordable housing obligation. This will result in a combined expected credit of at least 216 units.

9. Buildings / Structures.

a. Phase I. There are no changes to the Phase I approvals set forth in Resolution No. 22-2014 associated with this application.

b. Phase II.

i. As originally proposed, Applicant was to construct a new 24-unit multi-family apartment building in the northwest corner of Lot 9, parallel to the southeastern building of existing Mullica West. The building would match the design and look of the renovated Phase I (Mullica West) units. A paved driveway and parking lot would be located adjacent to the building. Across the new parking lot, Applicant proposed to construct a new, 4,325 square foot community / maintenance building. Additionally, the site's existing residential building was to remain and be used as an additional residence (i.e., site manager).

ii. Under the present application, Applicant now seeks to amend the prior Phase II approvals to add a second apartment building providing 24 additional affordable housing units.

1. The garage for the existing residential dwelling will be demolished.

2. The initial 24-unit building will remain in the location as originally proposed.

3. Applicant will construct the new 24-unit building on the southeastern side of the parking lot, parallel to the other building.

4. The parking lot will be expanded by adding a perpendicular addition at the top (northeastern) portion of the originally proposed lot, making it a T-shaped lot.

5. The 4,325 square foot, community management, maintenance and club house building will be re-located to the eastern side of the new parking lot addition. A paved driveway will extend from the lot around the building to the rear of the structure. Applicant indicated its ability to construct the club house building is contingent upon Applicant securing ERG funding through NJEDA – if ERG funding is obtained, it will be constructed, and if not, the club house will be an optional component that may not be constructed.

6. A new tot-lot will be constructed to the left (northwest) of the community building.

10. <u>Access, Circulation and Parking</u>.

a. No changes to site access or circulation are proposed with this application.

b. As originally proposed, a new parking lot was to be constructed adjacent to the new apartment building, containing a total of 49 spaces. With the additional apartment building proposed with this amendment, the lot will be expanded to provide a total of 91 spaces for both apartment buildings and the community building.

c. Total project parking (combined Lots 8 and 9) will total 420 spaces, meeting the Township's parking requirements.

d. Parking is considered to be adequate and in accordance with RSIS standards.

11. Landscape and Buffers.

    a. The existing vegetation along Woodstown Road will remain. Additional plantings will augment and buffer the new buildings and improvements.

    b. An amended Landscape Plan was submitted as part of the application. [*See* Paragraph 2.d above].

    c. An irrigation plan is currently being developed for the project. Applicant shall provide an irrigation plan to the Board Engineer and Landscape Architect for review and approval.

    d. Applicant represented that it agrees and will comply with all comments of the Board's Landscape Architect [set forth in Mr. Carman's May 28, 2015 report, referenced in Paragraph 5.c above], and will revise the plans accordingly.

12. Lighting. Applicant will upgrade and replace the existing site lighting as reflected on Sheet 7 of the Site Plan. All fixtures will be black in color.

13. Recreational Amenities.

    a. A "tot-lot" for the combined project (Lots 8 & 9) will be installed as part of the Phase II improvements. It will be located adjacent to the community building. It will consist of a play structure for ages 2-5, swing set and child clubhouse over a poured-in-place safety-turf (or equivalent) playground surface. Additionally, three benches (black in color) will be provided. The playground will be located within a fenced enclosure (black in color).

    b. Bicycle racks (black in color) will be sited within the complex.

14. Security. No changes to the site Security Plan are proposed.

15. Sidewalks & Curbing.

    a. To integrate the project into the community and facilitate pedestrian access for residents to the Main Street Historic / Commercial Districts and recreational amenities, Applicant proposes a comprehensive sidewalk plan. [*See* Paragraph 2.b above].

    b. Applicant continues to work with the Township to finalize the location and details of the proposed sidewalks, which will include extensions to the Mullica Hill Pond dam and the Mullica Hill Plaza shopping center. The plans will be amended to incorporate the final design agreed upon with the

Township, and be subject to the review and approval of the Board's Planning Consultant and County of Gloucester.

16. Signage. No changes to site signage are proposed.

17. Stormwater Management. Site drainage complies with all requirements. As previously approved, stormwater runoff from Lot 9 will be directed to a new basin located on Lot 8. A water quality control device will be added to the discharge structure in the basin. Otherwise, no changes to the prior approvals are proposed.

18. Traffic. No significant traffic impact is expected from the proposed amendments.

19. Trash and Utilities. No changes to the trash or utilities plans are proposed.

20. Other. Applicant indicated that it agrees with and will meet all comments and conditions set forth in the review reports of the Board's professionals.

21. Requested Relief. In connection with the project described above, Applicant requests the following relief and approvals from the Board:

a. *Site Plan Approval.* Applicant seeks amended preliminary and final major site plan approval for Phase II (Lot 9).

b. *Variance(s).* The application is consistent with the adopted Redevelopment Plan for Lots 8 and 9, and no use or bulk variances are requested or required.

c. *Waivers / Exceptions.* Applicant has requested several submission and design waivers as detailed in the May 27, 2015 report of the Board's Engineer. The Board finds that, in accordance with the recommendations of its consultants, good and sufficient cause exists for the granting of the requested waivers, subject to the conditions set forth below.

22. Having made the above findings, the Board finds and determines that Applicant has sustained its burden of satisfying the required criteria for obtaining the approvals sought, and that the application is in the public interest and is in compliance with the applicable standards set by the MLUL and Township Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Harrison Township Joint Land Use Board, that on June 4, 2015, and memorialized by this Resolution this 18th day of June, 2015, that Applicant, Mullica West Apartments, LP, be and hereby is GRANTED amended preliminary and final major site plan approval for the construction of two 24-unit affordable housing apartment buildings (48 total units), community / maintenance building, tot-lot and associated site improvements on property located at 54 Woodstown Road ("Lot 9"), as particularly described above, subject to and conditioned upon satisfaction of the following conditions:

1. Satisfaction and compliance with all conditions of approval set forth in Board Resolution No. 22-2014, adopted July 23, 2014, except as expressly modified by the amendments granted herein.

2. All Phase I improvements being completed prior to the issuance of any certificates of occupancy for Phase II.

3. Applicant shall work with the Board's Landscape Architect to finalize the Landscape Plan and required plantings as set forth in the May 28, 2015 report of Mr. Carman. The Landscape Plan shall be revised to reflect such changes and submitted for review and approval to the Board's Landscape Architect.

4. Applicant shall provide an irrigation plan to the Board Engineer and Landscape Architect for review and approval.

5. As set forth in Paragraph 15.b above, Applicant shall work with the Board Planner and Board Engineer on the final sidewalk plan to provide off-tract sidewalks extending from the development to Main Street, the Mullica Hill Plaza shopping center and the Mullica Hill Pond dam.

    a. The plans will be amended to incorporate the final design agreed upon with the Township, and be subject to the review and approval of the Board's Planning Consultant and County of Gloucester.

    b. Applicant shall enter into a developer agreement with the Township setting forth the terms, conditions and details of the sidewalk construction.

6. As set forth in Paragraph 9.b.ii.5 above, construction of the club house building is contingent upon Applicant securing ERG financing through NJEDA. If ERG funding is obtained, the club house shall be constructed along with the remaining improvements detailed herein. If ERG funding is not obtained, the approvals granted herein shall be phased to allow Applicant to proceed with the remainder of the project without construction of the club house building. In such event, the club house shall become an optional component, such that Applicant shall not be obligated to construct the club house, but may proceed with its construction as approved herein within two years of the completion of the remainder of the project should other funding sources become available.

7. Applicant shall comply with all unmet comments and conditions set forth in the May 27, 2015 report of the Board Engineer, the May 28, 2015 report of the Board's Landscape Architect, and the June 1, 2015 report of the Board Planner, except as may be modified by the provisions of this Resolution.

8. Applicant shall obtain any and all additional approvals (or waivers / letters of no interest) required from any outside agency having jurisdiction, including, but not limited to:

    a. New Jersey Department of Environmental Protection.
    b. New Jersey Department of Transportation.
    c. Gloucester County Planning Board.
    d. Gloucester County Soil Conservation District.
    e. Gloucester County Department of Health.

9. The plans shall be amended to include satisfaction of the above conditions of approval. The final plans shall be subject to the review and approval of the Board Engineer and Board Planner.

10. Ten (10) copies of the final Site Plan shall be submitted to the Township's Land Use Administrator for the appropriate review, approval and signature.

11. All easements, restrictions or other recordable instruments, if any, required by this Resolution will be submitted to and approved by the Board Attorney prior to the signing of the plans. Such easements or other instruments will be recorded in the Gloucester County Clerk's Office. Proof of recordation of the easement(s) or other instruments, if any, must be submitted to the Township's Land Use Administrator prior to the release of any escrowed monies.

12. The approvals granted herein will not be deemed satisfied until such time as the Board Engineer and Board Planner so certify in writing and the Administrative Officer finds that all conditions of approval have been satisfied.

13. Applicant shall post a performance guarantee and a maintenance guarantee with the Township as required by Section 174-18 of the Township Code. All bonded improvements planned for the development shall be completed and fully installed within two years of the date the first building permit is issued. The form of the guarantees must be submitted to the Township Solicitor for review and approval before posting with the Township. The guarantees shall be posted prior to the signing of the final plans or commencement of construction of any improvement or infrastructure, whichever occurs first.

14. Payment of all outstanding real estate taxes, assessments and land development escrow charges, if any, and the supplementation of the escrow account, if necessary, within 30 days of any notice of account deficiency.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ATTEST:

By: _____
Cyndi Quast, Secretary

HARRISON TOWNSHIP JOINT LAND USE BOARD

By: _____
Joseph D. Pacera, Chairman

The undersigned, Secretary of the Harrison Township Joint Land Use Board, hereby certifies that the above is a true copy of the Resolution adopted by said Board on the 16th day of July, 2015.

_____
Cyndi Quast, Secretary

Richard E. Constable, III
Chairman

Anthony L. Marchetta
Executive Director

September 23, 2013

Mr. Ron Rukenstein
Rukenstein and Associates
PO Box 1
Titusville, NJ 08560

Re: Mullica West Apartments
LITC# 1327

Dear Mr. Rukenstein:

As Executive Director of the New Jersey Housing and Mortgage Finance Agency (the "Agency"), I am pleased to inform you that on September 20, 2013, a reservation of Low Income Housing Tax Credits, in an amount not to exceed $1,178,112, was awarded to the above-referenced project (the "Project"). This reservation is subject to satisfaction of the following conditions:

- Payment to the Agency of an allocation fee equal to 2% of the allocated credit amount over the credit period. One half of this fee, or $117,811, shall be submitted by November 30, 2013 along with the completed form of Binding Agreement and the Tax Clearance Certificate from the Director of the New Jersey Division of Taxation. The remainder of the fee is due prior to the issuance of the IRS Form 8609;

- Re-evaluation by the Agency of the project's need for the reserved tax credit amount at the time of a carryover (if issued) and at the time the project is placed in service, as required by the Federal Tax Code;

- Any changes that may be imposed by changes to the Federal Tax Law or Federal regulations;

- Submission to the Agency of all executed syndication documents and any amendments thereto, including but not limited to the Prospectus (Offering Memorandum), limited partnership agreement, joint venture agreement, partnership administration services agreement, development agreement, any relevant agreement between and among the relevant parties setting forth terms of the financial arrangements, commitment letters, if any (firm or otherwise) and mortgage documents (for all documents, include all exhibits and schedules);

- Full implementation of the special needs or social service component of your project (if applicable) by placement in service or initial rent-up, whichever is sooner. (See Exhibit A)

- Compliance with all conditions as set forth in Exhibit A annexed hereto and made a part hereof.

- Attendance by the Owner and managing agent at a compliance monitoring workshop prior to issuance of the IRS Form 8609. We recommend attendance prior to rent-up of the project. The next monitoring workshop is scheduled for October 16-18, 2013. Please call the Division of Tax Credit Services, at (609) 278-7629 for further details.

- Submission to the Agency **no later than November 30, 2014** of the following documents required for the Agency to issue an official allocation of tax credits to the project. If you cannot meet the November 30, 2014 deadline as provided in the regulations, you may request an extension and, if approved, pay an extension fee of $1,000 for every week the submission is late. **This fee cannot be waived**.

  a. Sponsor Certification. If you are aware of any changes that have been made to any aspect of the project since application, check the second box of item #9 and be sure to attach the appropriate documentation.
  b. Carryover Allocation Form (follow instructions)
  c. 15-Year Operating Proforma signed by your first mortgage lender that exclusively reflects the following language verbatim: "We acknowledge that this proforma substantially matches the assumptions used in our underwriting of the mortgage." A new proforma does not have to be submitted if there have been no changes to your operating proforma since application.
  d. If available, a copy of the recorded deed conveying title to the final ownership entity. The deed book and page numbers should be clearly indicated so that NJHMFA tax credit staff can accurately complete the Deed of Easement and Restrictive Covenant for Extended Low-Income Occupancy. Upon completion, the deed restriction will be forwarded to you for review, execution and recordation.
  e. Tax Clearance Certificate from the Director of the New Jersey Division of Taxation.

- Submission to the Agency **no later than 6 months from the date the carryover allocation agreement is executed** of the Independent Auditors' Report (with attachment) showing the 10% test has been met. If you cannot meet this deadline, you may request an extension and, if approved, pay an extension fee of $1,000 for every week the submission is late. **This fee cannot be waived**.

In order to evidence your willingness to proceed with the financing commitment as set forth herein, you are hereby required to countersign this letter. This original, countersigned letter must be returned to the attention of Debra Urban, Director of Tax Credit Services at HMFA, within 10 business days. This reservation is subject to your acceptance and will expire if not returned to the Agency within 10 business days.

If you have any questions regarding the above, please do not hesitate to contact Debra Urban at (609) 278-7577.

Sincerely,

ANTHONY L. MARCHETTA
Executive Director

Accepted and agreed to this 27th day of SEPTEMBER, 2013.

By: _____ L.S.

RON RUCENSHEIN, PRESIDENT
(Please Print Name and Title)

Charles A. Richman
Chairman

Anthony L. Marchetta
Executive Director

November 12, 2015

Mr. Ron Rukenstein
Rukenstein & Associates, LLC
PO Box 1
Titusville, NJ 08560

Re: Mullica West Apartments Ph. II
Mullica Hill, Gloucester County
LITC# 1505

Dear Mr. Rukenstein:

On behalf of the New Jersey Department of Community Affairs ("DCA") and the New Jersey Housing and Mortgage Finance Agency ("HMFA"), we are pleased to inform you that on November 2, 2015, a reservation of 9% Low Income Housing Tax Credits, in an amount not to exceed $1,089,397, was awarded to the above-referenced project (the "Project") from the 2016 or 2017 Tax Credit Authority.

This reservation is subject to satisfaction of the following conditions:

- Payment to HMFA of an allocation fee equal to 2% of the annual credit amount over the 10 year credit period. One half of this fee, or $108,940, shall be submitted by **February 1, 2016**. The remainder of the fee is due prior to the issuance of the IRS Form 8609;

- Re-evaluation by HMFA of the project's need for the reserved tax credit amount at the time of a carryover (if issued) and at the time the project is placed in service, as required by the Federal Tax Code;

- Any changes that may be imposed by changes to the Federal Tax Law or Federal regulations;

- Compliance with all conditions as set forth in Exhibit A annexed hereto and made a part hereof.

- Submission to HMFA **no later than December 15, 2015** the following documents required for HMFA to issue an official allocation or binding agreement of tax credits to the project.

  a. Sponsor Certification. If you are aware of any changes that have been made to any aspect of the project since application, check the second box of item #9 and be sure to attach the appropriate documentation.
  b. Executed Carryover Allocation Form and/or Binding Agreement form. Please refer to our website for more information. http://www.nj.gov/dca/hmfa/developers/credits/allocations/carryover.shtml
  c. 15-Year Operating Proforma signed by your first mortgage lender that exclusively reflects the following language verbatim: "We acknowledge that this proforma substantially matches the assumptions used in our underwriting of the mortgage." A new proforma does not have to be submitted if there have been no changes to your operating proforma since application.
  d. Current Breakdown of Costs and Basis
  e. If available, a copy of the recorded deed conveying title to the final ownership entity. The deed book and page numbers should be clearly indicated so that NJHMFA tax credit staff can accurately complete the Deed of Easement and Restrictive Covenant for Extended Low-Income Occupancy.
  f. Tax Clearance Certificate from the New Jersey Division of Taxation
  g. Green Homes Pre-Construction approval letter

  Please note that fully executed carryovers and/or binding commitments will not be issued until all items a-g above and the first half tax credit allocation fee are received by HMFA.

- Submission to HMFA no later than 6 months from the date the carryover allocation agreement is executed of the Independent Auditors' Report (with attachment) showing the 10% test has been met. If you cannot meet this deadline, you may request an extension and, if approved, pay an extension fee of $1,000 for every week the submission is late. This fee cannot be waived.

In order to evidence your willingness to proceed with the financing commitment as set forth herein, you are hereby required to countersign this letter. This original, countersigned letter must be returned to the attention of Anne Hamlin, Director of Tax Credit Services at HMFA, within 10 business days. This reservation is subject to your acceptance and will expire if not returned to HMFA within 10 business days.

If you have any questions regarding the above, please do not hesitate to contact Anne Hamlin at (609) 278-7629.

Sincerely,

CHARLES A. RICHMAN
Commissioner, DCA

ANTHONY L. MARCHETTA
Executive Director, HMFA

ah/cr/am

Accepted and agreed to this 21st day of NOVEMBER, 2015.

By: _____ L.S.

RON RUKENSTEIN, PRESIDENT
(Please Print Name and Title)

EXHIBIT A to 11/12/2015 RESERVATION LETTER

Mullica West Phase II
LITC #1505

The conditions listed on this Exhibit A highlight some of the important *project-specific* issues directly affecting the continuing validity of this reservation and any subsequent allocation, including the issuance of the IRS Form 8609(s). We list these conditions here for your convenience as a "quick list" for those interested in partnering with you in some way and for those who will be drawing up the final partnership documents. Please remember: This is a partial list of conditions and you must also comply with the requirements set forth in the project application, the New Jersey State regulation at N.J.A.C. 5:80-33 et. seq. and Section 42 of the Internal Revenue Code.

1. The project shall have an overall applicable fraction of 100%.

2. The project will have a total of 48 tax credit units distributed as follows: nine 1-BRs, twenty seven 2-BR, and twelve 3-BR.

3. The term of low-income occupancy is a 30-year compliance period plus a 15-year extended use period.

4. The federal set-aside selected is 40% at 60%. All tax-credit units shall be rent restricted and income restricted to 60% percent of the area median income adjusted for family size. In addition 10% of the tax credit units must be rent restricted and income restricted to households earning 30% or less of area median income adjusted for family size.

5. A minimum of 15% of the original construction contract amount must be expended on Minority and/or Women Business Enterprises certified by the New Jersey Department of the Treasury.

6. A minimum of <u>three</u> social services shall be provided to the tenants of the project for the term of the compliance period.

7. A minimum of <u>three</u> unit amenities shall be provided to the tenants of the project for the term of the compliance period.

8. A minimum of <u>two</u> project amenities shall be provided to the tenants of the project for the term of the compliance period.

9. At least <u>one</u> community-policing or public-safety enhancement will be included as part of the scope of the project.

10. At minimum, all of the buildings in the project (unless exempt as outlined in the 2015 QAP) will participate in NJCEP's Tier 1 *ENERGY*Efficent Homes program.

11. Successful participation in the Energy Benchmarking Initiative for at least three (3) years

12. Successful participation in at least ONE of the following:

    a) NJHMFA Green Future Program
    b) LEED certification program
    c) EPA ENERGY STAR Homes V.3

d) Climate Choice Homes Program/Energy Star Tier 3 Participation
e) Installation of a solar photovoltaic system, sized to cover at least 75% of the project's interior common area electrical expense and at least a 20-kilowatt system.
f) Installation of a solar hot water or water retainage and reuse system

13. For the term of the compliance period, the property manager employed for the project will have successfully completed an NJHMFA approved tax credit certification course and meet a continuing education requirement of at least six hours annually by an approved provider.

14. A minimum of five units shall be restricted to "Individuals and families who are homeless" as defined in the 2015 QAP.

15. The total compensation to the developer and general partner for the development of the project shall not exceed $1,224,000 and the non-deferred portion of the developer fee shall not exceed eight percent. This shall include the developer fee, any "incentive" fee, "acquisition" fee, "syndication" fee, "broker's" fee, "clerk of the works" fee and any fee that can be classified as part of the developer's and general partner's profit and overhead compensation. In addition, the non-deferred portion of the developer fee shall not exceed eight percent of total development cost excluding land, working capital, marketing expenses, escrows, operating deficit reserves, step-in-the-shoes costs and costs associated with syndication.

16. Underwriting: This tax credit reservation is conditioned on the satisfaction of these underwriting criteria. More conservative or compensating changes may be allowed subject to Agency approval.

a. Total development costs (with permitted exclusions) shall not exceed $250,000 per unit.
b. Tax credit net pricing at a rate not less than the amount committed in the 2015 LIHTC application package.
c. Operating Budget: income trending at 2% annually; non-income related expenses trending at 3% annually; 7% vacancy; $300.00 per unit minimum replacement reserves.
d. Operating expenses shall not exceed the approved range set forth in the 2015 QAP unless permitted by NJHMFA during the 2015 LIHTC application round.
e. All soft secondary financing should carry an interest rate of 1.00% or lower.

Accepted and agreed to this 21st day of NOVEMBER, 2015.

By: _____ L.S.

RON RUKENSTEIN, PRESIDENT
(Please Print Name and Title)

LIHTC # 1327

Prepared By: Johanna Peña

DEED OF EASEMENT AND RESTRICTIVE COVENANT FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of April 11, 2016, shall run with the land and is granted by Mullica West Apartments Limited Partnership, and its successors and assigns (the "Project Owner") whose principal address is PO Box 1, Titusville, NJ 08560, to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This 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, (the "Code").

As indicated on the 2014 Carryover Agreement for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in an annual amount not to exceed $1,178,112 to be claimed by the Project Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Project Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

(1) The 7 building(s), which consist of a total of 167 residential rental units, of which 150 are LIHTC units, and which will constitute a qualified low-income housing project as defined in Section 42(g)(1) of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as Mullica West Apartments (the "Project"). The Project is located at Mullica Hill, Municipal Tax Map Block No.52, Lot No. 8 in the County of Gloucester, New Jersey, and title to which has been recorded in the County Clerk or Register's Office being more fully described as set forth in Attachment "A" hereto.

(2) [ ] If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside and/or received points as a qualified nonprofit general partner pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.

(3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low-income unit fraction or the low-income floor space fraction), and as provided by the Project Owner in its low income housing tax credit application (the "Application") is **89.16** percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5) below.

(4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period as defined in section 42 of the Code, and shall end on the date specified in paragraph (5) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.

(5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Project Owner elected to increase the compliance period as indicated with an ("X") below:

[X] If this box is checked, the Project Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("Extended Compliance Period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Project Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended compliance period because the Agency was unable to present a qualified contract during the one-year period of time specified in this paragraph (5).

(6) The compliance period begins at the same time as the credit period. The Project Owner elects when to begin the credit period at the time the Project Owner's first tax return is filed with the Internal Revenue Service. It is expected that the Project Owner will begin the credit period in 2015.

RECORD & RETURN TO:
TAX CREDIT SERVICES
NEW JERSEY HOUSING & MORTGAGE FINANCE AGENCY
637 SOUTH CLINTON AVE.
PO BOX 18550
TRENTON, NEW JERSEY 08650-2085

(7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Project Owner in its Application requires that 40 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 60 percent or less of area median gross income (AMGI) ("income eligible members of the public"). The selection of this federal set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.

(8) [X] If this box is checked, the Project is also subject to the state set-aside, which is defined in the 2013 Qualified Allocation Plan and was selected by the Project Owner in its Application. The state set-aside requires that _10_ percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is _30_ percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.

(9) [X] If this box is checked, the Project Owner must restrict the greater of 5 units or 5 percent of the total units for occupancy by individuals with special needs. The Owner must also make available at a reasonable cost to all tenants with special needs a minimum of two appropriate and accessible social services. One of the social services must be a social services coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. This restriction shall be in place throughout the extended use period.

(10) [ ] If this box is checked, the Project is a Special Needs Project (Supported Housing) as defined in the _____ Qualified Allocation Plan, and as selected by the Project Owner in its Application and as such, the Project Owner must BOTH restrict 10 units or 25 percent of the total project units, whichever is greater of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. Notwithstanding the above, if after a period of sixty (60) days of a unit described in this paragraph becoming unoccupied the Project cannot identify an eligible person within the special needs population selected by the Project Owner in its Application to rent the unoccupied unit, such unit may be leased to any low income housing tax credit eligible person or family, with a preference given first to eligible persons in other special needs populations. The next unit of similar size in the Project that becomes unoccupied shall be rented to an eligible person within the special needs

population selected by the Project Owner in its Application on the same terms set forth herein.

(11) [ ] If this box is checked, the Project Owner is required to set aside twenty percent of the units for the frail elderly, as defined in the 2008 QAP. "Frail elderly" means a person at least 62 years of age who requires assistance in performing at least two activities of daily living or instrumental activities of daily living (that is, eating, dressing, grooming and household management activities). Only projects which qualify as "housing for older persons" under the Fair Housing Act may reserve units for rental exclusively to the frail elderly.

(12) [X] If this box is checked, the Project Owner is required to make available to tenants of all LIHTC units 3 appropriate and affordable social service(s) throughout the compliance period in accordance with the Social Services Model as defined in the 2013 Qualified Allocation Plan, and as selected by the Project Owner in its Application. Social services may be modified to better address the needs of the low-income tenants of the Project upon written approval of the Agency.

(13) The Project Owner agrees to employ throughout the compliance period a staff person who has successfully completed a NJHMFA-approved tax credit certification program with a continuing education component prior to the project being placed in service. The staff person responsible for verification of tenant income must be the person to successfully pass the certification examination and maintain the certification for the term of the compliance and extended use periods.

(14) [X] If this box is checked, the Project Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. There shall be a minimum of 3 unit amenities and 2 project amenities and at least one community policing or public safety enhancement as defined in the 2013 Qualified Allocation Plan.

(15) [**X**] If this box is checked, the Project Owner agrees to successfully participate in the NJHMFA Green Future Program; the LEED certification program; evidence of the installation of a solar photovoltaic system sized to cover at least 75% of the project's interior common area electrical expense and at least a 20-kilowatt system; the Microload program; or the Energy Star V3 program as defined in the 2013 QAP through the end of the extended use period.

(16) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.

(17) Pursuant to Revenue Ruling 2004-82, this Covenant prohibits (i) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or (ii) any increase in the gross rent with respect to the unit not otherwise

permitted under section 42 of the Code for the term of the extended use period and a period of three (3) years following any termination of this Covenant, including any termination by foreclosure or instrument in lieu of.

(18) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.

(19) This Covenant shall constitute an agreement between the Agency and the Project Owner which is enforceable in the courts of the State of New Jersey by the Agency or by individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.

(20) The Project Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.

(21) The Project Owner agrees (i) to obtain the consent of any recorded lien holder on the Project to the terms and conditions of this Covenant and (ii) it will not grant to any lien holder an interest in the Project that is superior to the terms and conditions of this Covenant. Such consent and subordination of the interests of all recorded lien holders on the Project shall be conditions precedent to the issuance of IRS Form(s) 8609.

(22) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code and the regulations promulgated thereunder.

(23) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Project Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.

(24) In order to enable the Agency to monitor the Project Owner's compliance with these use and occupancy restrictions pursuant to the Code, Project Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the Project during business hours and to inspect and copy all books and records pertaining to the Project.

(25) The Project Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.

(26) The Project Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.

(27) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions for the allocation of LIHTC by regulation that may be more stringent than the Code.

(28) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.

(29) This Covenant may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

Signatures: This Covenant is granted by the Project Owner whose duly authorized representative's signature appears below.

Sworn and subscribed to before
the undersigned Notary Public or
Attorney on the date appearing below:

WITNESS
(IF INDIVIDUAL, LLC, OR PARTNERSHIP)

PROJECT OWNER:

By: _____
Authorized Representative

ROD RUKENSTEIN, MANAGER OF GP
(Print Name, Title, Organization)

ATTEST (IF A CORPORATION)

PROJECT OWNER:

_____
Secretary

By: _____
President (Corporation)

_____
Print Name

ACKNOWLEDGEMENT FOR PARTNERSHIP
(who has a corporate entity as general partner)

STATE OF NEW JERSEY)
) SS:
COUNTY OF Mercer)

I CERTIFY that on APRIL 11, 2016, ROL RUKENHEIL, OF THE PARTNERSHIP personally came before me, and this person acknowledged under oath, to my satisfaction, that (a) this person is the ~~President of~~ MANAGER OF H/A GP who is the general partner of HILLCO WEST APARTMENTS LP, the Owner named in this document (the "Partnership"); and (b) this document was signed and delivered by the Partnership as its voluntary act duly authorized by a proper resolution of the Board of Directors of the General Partner.

SWORN TO AND SUBSCRIBED
before me, the date aforesaid.

Deborah L Sliwinski
Notary Public

DEBORAH L. SLIWINSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/23/2019

ACKNOWLEDGEMENT FOR LIMITED LIABILITY COMPANY

STATE OF NEW JERSEY)
) SS:
COUNTY OF Mercer)

I CERTIFY that on _____, 2016, _____ personally came before me, and this person acknowledged under oath, to my satisfaction, that (a) this person is the Managing Member of _____, the Owner named in this document (the "LLC"); and (b) this document was signed and delivered by the Company as its voluntary act duly authorized by a proper resolution of the Company.

SWORN TO AND SUBSCRIBED
before me, the date aforesaid.

_____
Notary Public

WITNESS:

NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY

By: _____
Debra M. Urban
Senior Director of Programs

Date: 4/13/16

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on April 13, 2016, **DEBRA M. URBAN** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) she is the **Senior Director of Programs** of **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY,** the Agency named in this document, and b) she executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.

_____
Notary Public of the State of New Jersey
My Commission Expires on 3-24-19

FRANK SCIARROTTA
Commission # 2163837
Notary Public, State of New Jersey
My Commission Expires
March 24, 2019

RECORD & RETURN TO:
TAX CREDIT SERVICES
NEW JERSEY HOUSING & MORTGAGE
FINANCE AGENCY
637 SOUTH CLINTON AVE.
PO BOX 18550
TRENTON, NEW JERSEY 08650-2085

United States Department of Agriculture
Rural Development
Woodstown Area Office

June 11, 2013

Ms. Suzanne Sigmund
Community Realty Management
36 S. Main Street
Pleasantville, NJ 08232-2767

Re: Mullica West Apartments

Dear Ms. Sigmund:

Enclosed please find the approved Affirmative Fair Housing Marketing Plan (AFHMP) effective June 3, 2013. Please post the approved AFHMP in the rental office.

Please contact our office if you have any questions.

Sincerely,

Stephen M. Bereznai

STEPHEN M. BEREZNAI
SENIOR AREA SPECIALIST

Enclosure

jlp

51 Cheney Road, Suite 2, Woodstown, NJ 08098
Phone: (856) 769-1126, Ext. 4 Fax: (856) 769-0718 TDD: (856) 787-7784 Web: http://www.rurdev.usda.gov/nj

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Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf for the instructions. Using Nuance software is the only means of completing this form.

Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013
(exp. 8/31/2013)

1a. Project Name & Address (including City, County, State & Zip Code)

Mullica West Apartments
58 Woodstown Road
Mullica Hill, NJ 08062

1b. Project Contract Number: 01-6

1c. No. of Units: 168

1d. Census Tract: 5002.02

1e. Housing/Expanded Housing Market Area

Housing Market Area:Mullica Hill
Expanded Housing Market Area: Gloucester County

1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

Community Realty Management
36 S. Main Street, Pleasantville, NJ 08232 609-646-8861 ssigmund@communityrealtymanagement.com

1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

Mullica West Ltd. 704 G. East Main Street, Morrestown, NJ 8057 856-478-4422

1h. Entity Responsible for Marketing (check all that apply)

☐ Owner ☑ Agent ☐ Other (specify)

Position, Name (if known), Address (including City, County, State & Zip Code), Telephone Number & Email Address

Property Manager 58 Woodstown Road, Mullica Hill, NJ 08062 856-478-4422 mullicawestapts@comcast.net

1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State & Zip Code), Telephone Number & E-Mail Address.

Suzanne Sigmund
Community Realty Management 36 S. Main St., Pleasantville, NJ 08232 609-646-8861 ssigmund@communityrealtymanagement.com

2a. Affirmative Fair Housing Marketing Plan

Plan Type: Updated Plan Date of the First Approved AFHMP: 01/01/78

Reason(s) for current update: Age of previous plan required update

2b. HUD-Approved Occupancy of the Project (check all that apply)

☑ Elderly ☑ Family ☑ Mixed (Elderly/Disabled) ☑ Disabled

2c. Date of Initial Occupancy

01/01/1978

2d. Advertising Start Date

Advertising must begin *at least* 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects.

Date advertising began or will begin

For existing projects, select below the reason advertising will be used:

To fill existing unit vacancies ☐
To place applicants on a waiting list ☑ (which currently has 701 individuals)
To reopen a closed waiting list ☐ (which currently has ____ individuals)

3a. Demographics of Project and Housing Market Area
Complete and submit Worksheet 1.

3b. Targeted Marketing Activity

Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are *least* likely to apply for the housing without special outreach efforts. (check all that apply)

- [x] White
- [ ] American Indian or Alaska Native
- [x] Asian
- [ ] Black or African American
- [ ] Native Hawaiian or Other Pacific Islander
- [ ] Hispanic or Latino
- [x] Persons with Disabilities
- [x] Families with Children
- [ ] Other ethnic group, religion, etc. (specify)

4a. **Residency Preference**

Is the owner requesting a residency preference? If yes, complete questions 1 through 5. No
If no, proceed to Block 4b.

(1) Type Please Select Type

(2) Is the residency preference area:
The same as the AFHMP housing/expanded housing market area as identified in Block 1e? Please Select Yes or No
The same as the residency preference area of the local PHA in whose jurisdiction the project is located? Please Select Yes or No

(3) What is the geographic area for the residency preference?

(4) What is the reason for having a residency preference?

(5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

4b. **Proposed Marketing Activities: Community Contacts**
Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

4c. **Proposed Marketing Activities: Methods of Advertising**
Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

5a. Fair Housing Poster

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

☑ Rental Office ☐ Real Estate Office ☐ Model Unit ☐ Other (specify)

5b. Affirmative Fair Housing Marketing Plan

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

☑ Rental Office ☐ Real Estate Office ☐ Model Unit ☐ Other (specify)

5c. Project Site Sign

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

☑ Rental Office ☐ Real Estate Office ☐ Model Unit ☑ Entrance to Project ☐ Other (specify)

The size of the Project Site Sign will be 4 ft x 8 ft

The Equal Housing Opportunity logo or slogan or statement will be 6 in x 6 in

6. Evaluation of Marketing Activities

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

The evaluation of the marketing process will include:
Weekly reports to the corporate office indicating how many applications were received and from what source the applicant learned about the property, e.g. newspapers, drive-by, internet search.

The corporate office will maintain these reports on a quarterly basis.

The property manager and the executive property manager will analyze these records on a yearly basis to determine if current marketing activities are reaching those least likely to apply.

New marketing strategies may be utilized if it is determined that current marketing is not reaching the desired market. These strategies could include, but would not be limited to, expanding the marketing area, utilizing different web sites, utilizing brochures and flyers, adding more community contacts.

7a. **Marketing Staff**

What staff positions are/will be responsible for affirmative marketing?

Executive Property Manager and Property Manager

7b. **Staff Training and Assessment: AFHMP**

(1) Has staff been trained on the AFHMP? Yes

(2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)? Yes

(3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?

Suzanne Sigmund, VP Occupancy and Compliance is the corporate trainer. AFHMP & fair housing training occurs one time every two years and the office staff periodically attends sessions at IREM and/or AHMA conferences.

(4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act? Yes

(5) If yes, how and how often?

Every other year when the corporate trainer provides AFHMP and fair housing training, the attendees are tested at the end of the training.

7c. **Tenant Selection Training/Staff**

(1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences?

Yes

(2) What staff positions are/will be responsible for tenant selection?

Property Manager

7d. **Staff Instruction/Training:**

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.

Suzanne Sigmund, the Vice President of Occupancy and Compliance, conducts company wide training on all compliance and Fair Housing issues. Training was held on September 27, 2012. Training certificate for staff members Brian Stockton, Richard Jacobsen, and Wendi Montileone are included. Attached to this Plan are the training materials used in the Fair Housing training. Also included is the Reasonable Accommodation Plan used by all CRM properties and the Resident Selection Plan used by Mullica West Apartments.

8. Additional Considerations Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

Out of the 168 total units only 55 are two bed room units, therefore the percentage of families able to live on the property will be smaller that the percentage of families living in the census tract or the expanded market area.

9. Review and Update

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Suzanne Sigmund 05/20/2013

Name (type or print)

Suzanne Sigmund, CPM, HCCP

Title & Name of Company

VP Occupancy & Compliance, Community Realty Management

For HUD-Office of Housing Use Only

Reviewing Official:

Signature & Date (mm/dd/yyyy)

Name (type or print)

Title

For HUD-Office of Fair Housing and Equal Opportunity Use Only

☑ Approval ☐ Disapproval

Reviewed & ok for Approval by Derrick White 6-3-13.

6/3/13

Signature & Date (mm/dd/yyyy)

Name (type or print)

Title

Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities
(See AFHMP, Block 3b)

In the respective columns below, indicate the percentage of demographic groups among the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. **Please attach maps showing both the housing market area and the expanded housing market area.**

Instructions: For demographic data from the 2010 Census, please see http://factfinder2.census.gov/main.html. To find data by Census Tract, County, Metropolitan Statistical Area (MSA), or other level:

1. Click "Geographies" on the left.
2. Click the "Address" Tab and enter the address of the project and then click "GO".
   (*To create a map of the area click the "Maps" tab*)
3. Select the level of interest (Census Tract, County, MSA, or other) and then close the "Select Geographies" box.
   (**Do NOT select more than one level at a time**)
4. Click the first "Profile of General Population and Housing Characteristics: 2010" also known as DP-1.
   (Refer to the "Race" section "Total Population" subsection for breakdown of demographic characteristics)
5. Record the information in Worksheet 1 for that level, click "Back to Search" in the top left corner, then click "Clear all Selections" in the "Selections" Box in the top left corner.
6. Start process again to retrieve the next level of data (County, MSA, or other).

To collect information about the percentage of persons with disabilities repeat above steps 1 through 3 to select your level of interest (Census Tract, County, MSA, etc.) then:

1. Click "Topics" on the left.
2. Click "People".
3. Click "Disability" and then click the "Disability" link directly beneath it.
4. **For Census Tract**- Select the first "Disability Status by Sex: 2000" or QT-P21. Please note that the most recent information for census tract is from 2000. In this section report percent with a disability for both sexes for population 5 years and over.
   For County or MSA- Select the first "Selected Social Characteristics in the United States" or DP02 and report the percent of the total civilian noninstitutionalized population with a disability.
5. Record the information in Worksheet 1 and then click "Back to Search" in the top left corner, then click the "X" next to the level in the "Your Selections" box, but **KEEP** "DISABILITY" as a selection.
6. Repeat for next level of data (County, MSA, or other).

Demographic Characteristics	Project's Residents	Project's Applicant Data	Census Tract	Housing Market Area	Expanded Housing Market Area
% White	82.03	50	90.2	90.2	90.2
% Black or African American	17.58	30	6.9	6.9	6.9
% Hispanic or Latino	8.2	10	2.6	2.6	2.6
% Asian	0	5	1.3	1.3	1.3
% American Indian or Alaskan Native	.39	1	0.1	0.1	0.1
% Native Hawaiian or Pacific Islander	0	0	0	0	0
% Persons with Disabilities	17	10	15.1	15.8	15.8
% Families with Children under the age of 18	22.27	30	72.9	72.7	72.7
Other (specify)					

Worksheet 2: Establishing a Residency Preference Area (See AFHMP, Block 4a)

Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project 's residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

Demographic Characteristics	**Project's Residents** (as determined in Worksheet 1)	**Project's Applicant Data** (as determined in Worksheet 1)	**Census Tract** (as determined in Worksheet 1)	**Housing Market Area** (as determined in Worksheet 1)	**Expanded Housing Market Area** (as determined in Worksheet 1)	**Residency Preference Area** (if applicable)
% White						
% Black or African American						
% Hispanic or Latino						
% Asian						
% American Indian or Alaskan Native						
% Native Hawaiian or Pacific Islander						
% Persons with Disabilities						
% Families with Children under the age of 18						
Other (specify)						

Worksheet 3: Proposed Marketing Activities –Community Contacts (See AFHMP, Block 4b)

For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

Targeted Population(s)	**Community Contact(s), including required information noted above.**
Whites / Families / Disabled / Asian	Susan James, Gateway Community Action Partnership 110 Cohanse St. Bridgeton, NJ, 856-451-3660. This organization works to provide various social services to those in need. They will inform thier clients of housing opportunities available at Mullica West Apartments. The staff at Mullica West Apartments will contact them yearly beginning in 2013.
Whites / Families / Disabled / Asian	Edward Smith, Director Gloucester County Division of Social Services, 400 Hollydell Drive, Sewel, NJ 08080; 856-582-9200. This agency works to provide social services to those in need. They will inform their clients of housing opportunities available at Mullica West Apartments. The staff at Mullica West Apartments will contact them yearly beginning in 2013.
Whites / Families / Disabled / Asian	Tamarisk Jones, Director Gloucester County Division of Health and Senior Services, 400 Hollydell Drive, Sewel, NJ 08080; 856-218-4101. This agency works to provide social services to the elderly and disabled. They will inform their clients of housing opportunities available at Mullica West Apartments. The staff at Mullica West Apartments will contact them yearly beginning in 2013.
Whites / Families / Disabled / Asian	Elizabeth McGowan, Occupancy Specialist, Glouster County Housing Authority, 100 Pop Moylan Blvd. Deptford, NJ, 08096; 856-215-6672x 502. This agency works to ensure equal housing opportunities. They will inform their clients of housing opportunities available at Mullica West Apartments. The staff at Mullica West will contact they yearly beginning in 201
Asian	Thoai Nguyen of SEAMAAC, 4601 Market Street, Philadelphia, PA; 215-476-9640. The organization works to ensure social services for the Asian population in the area. They will inform their clients of housing opportunities available at Mullica West Apartments. The staff at Mullica West Apartments will contact them yearly beginning in 2013.

Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHMP, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

Targeted Population(s)→ Methods of Advertising ↓	**Targeted Population:** White / Families / Asian / Disabled	**Targeted Population:**	**Targeted Population:**
Newspaper(s)	Gloucester County Times Today's Sunbeam	Gloucester County Times Today's Sunbeam	Gloucester County Times Today's Sunbeam
Radio Station(s)			
TV Station(s)			
Electronic Media	Apartments.com; NJHMFA web site; Community Realty Management web si	Apartments.com; NJHMFA web site; Community Realty Management web site	Apartments.com; NJHMFA web site; Community Realty Management web site
Bulletin Boards			
Brochures, Notices, Flyers	Property brochure	Property brochure	Property brochure
Other (specify)			

15. AFFIRMATIVE FAIR HOUSING MARKETING PLAN (submit if over 25 units)

Insert your Affirmative Fair Housing Marketing Plan using a HUD, COAH or NJHMFA form (see appendix).

NOTE: At the time the units are placed in service, the owner/developer and the rental agent must certify that the project was affirmatively marketed.

Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf for the instructions. Using Nuance software is the only means of completing this form.

ffirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013
(exp.12/31/2016)

1a. Project Name & Address (including City, County, State & Zip Code)

MULLICA WEST APARTMENTS, PHASE 2
54 Woodstown Road
Mullica Hill, NJ 08062

1b. Project Contract Number

1c. No. of Units
48

1d. Census Tract
34015502001

1e. Housing/Expanded Housing Market Area
Housing Market Area: Mullica Hill
Expanded Housing Market Area: Gloucester

1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

L&S Residential Management, LLC PO Box 1 Titusville, NJ 08560 609.730.8138

1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

Rukenstein & Associates, LLC PO Box 1 Titusville, NJ 08560 609.730.8138

1h. Entity Responsible for Marketing (check all that apply)

☑ Owner ☐ Agent ☐ Other (specify)

Position, Name (if known), Address (including City, County, State & Zip Code), Telephone Number & Email Address

1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State & Zip Code), Telephone Number & E-Mail Address.

Ron Rukenstein PO Box 1 Titusville, NJ 08560 609.730.8138

2a. Affirmative Fair Housing Marketing Plan

Plan Type Initial Plan Date of the First Approved AFHMP:

Reason(s) for current update:

2b. HUD-Approved Occupancy of the Project (check all that apply)

☐ Elderly ☑ Family ☐ Mixed (Elderly/Disabled) ☐ Disabled

2c. Date of Initial Occupancy
02/01/2017

2d. Advertising Start Date

Advertising must begin *at least* 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects.

Date advertising began or will begin 11/01/2016

For existing projects, select below the reason advertising will be used:

To fill existing unit vacancies ☐
To place applicants on a waiting list ☐ (which currently has ☐ individuals)
To reopen a closed waiting list ☐ (which currently has ☐ individuals)

3a. Demographics of Project and Housing Market Area
Complete and submit Worksheet 1.

3b. Targeted Marketing Activity

Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are *least* likely to apply for the housing without special outreach efforts. (check all that apply)

- [x] White
- [ ] American Indian or Alaska Native
- [x] Asian
- [ ] Black or African American
- [ ] Native Hawaiian or Other Pacific Islander
- [ ] Hispanic or Latino
- [x] Persons with Disabilities
- [x] Families with Children
- [ ] Other ethnic group, religion, etc. (specify)

4a. Residency Preference

Is the owner requesting a residency preference? If yes, complete questions 1 through 5. No
If no, proceed to Block 4b.

(1) Type Please Select Type

(2) Is the residency preference area:
The same as the AFHMP housing/expanded housing market area as identified in Block 1e? Please Select Yes or No
The same as the residency preference area of the local PHA in whose jurisdiction the project is located? Please Select Yes or No

(3) What is the geographic area for the residency preference?

(4) What is the reason for having a residency preference?

(5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

4b. Proposed Marketing Activities: Community Contacts
Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

4c. Proposed Marketing Activities: Methods of Advertising
Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

5a. Fair Housing Poster

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

☑ Rental Office ☐ Real Estate Office ☐ Model Unit ☐ Other (specify)

5b. Affirmative Fair Housing Marketing Plan

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

☑ Rental Office ☐ Real Estate Office ☐ Model Unit ☐ Other (specify)

5c. Project Site Sign

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

☑ Rental Office ☐ Real Estate Office ☐ Model Unit ☐ Entrance to Project ☐ Other (specify)

The size of the Project Site Sign will be 4 ft. x 8 ft

The Equal Housing Opportunity logo or slogan or statement will be 6 in x 6 in

6. Evaluation of Marketing Activities

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

The evaluation of the marketing process will include:

Weekly reports to the corporate office indicating how many applications were received and from what source the applicant learned about the property (e.g.: newspapers, drive-by, internet search).

The corporate office will maintain these reports on a quarterly basis.

The property manager and the executive property manager will anlayze these records on a yearly basis to determine if current marketing activities are reaching those least likely to apply.

New marketing strategies may be utilized if it is determined that current marketing is not reaching the desired market. These strategies could include, but would not be limited to, expnding the marketing area, utilizing different web sites, utilizing brochures and flyers, adding more community contacts.

7a. **Marketing Staff**

What staff positions are/will be responsible for affirmative marketing?

Property Manager

7b. **Staff Training and Assessment: AFHMP**

(1) Has staff been trained on the AFHMP? Yes

(2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)? Yes

(3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?

Staff is certified in fair housing and LIHTC compliance. Certifications include the HCCP. Training occurs bi-annually and is provided by NJHMFA, Spectrum, or Zeller & Associates.

(4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act? Yes

(5) If yes, how and how often?

At least bi-annually at NJHMFA training sessions.

7c. **Tenant Selection Training/Staff**

(1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences?

Yes

(2) What staff positions are/will be responsible for tenant selection?

Property Manager

7d. **Staff Instruction/Training:**

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.

NJHMFA provides bi-annual LIHTC compliance and fair housing training.

Additional seminars are attended including NJHMFA Governor's Housing Conference, NCSHA seminars and Novogradac training.

8. Additional Considerations Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

None

9. Review and Update

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

RON RUKENSTEIN 06/17/2015

Name (type or print)

Ron Rukenstein

Title & Name of Company

President, Rukenstein & Associates, LLC

For HUD-Office of Housing Use Only

Reviewing Official:

Signature & Date (mm/dd/yyyy)

Name (type or print)

Title

For HUD-Office of Fair Housing and Equal Opportunity Use Only

☐ Approval ☐ Disapproval

Signature & Date (mm/dd/yyyy)

Name (type or print)

Title

Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

Purpose of Form: All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

Applicability: The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

INSTRUCTIONS:
Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing

Part 1: Applicant/Respondent and Project Identification. Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau (http://factfinder2.census.gov/main.html) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A **housing market area** is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An **expanded housing market area** is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

Part 2: Type of AFHMP

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason (s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project's waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.

Part 3 Demographics and Marketing Area.
"Least likely to apply" means that there is an *identifiable presence of a specific demographic* group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

Part 4 - Marketing Program and Residency Preference (if any).
Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described. **Please attach a copy of the advertising or marketing material.**

Part 5 – Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b -The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c -The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. **Please submit photographs of project site signs.**

Part 6 - Evaluation of Marketing Activities.

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

Part 7- Marketing Staff and Training.
Block 7a -Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act.
Please indicate who provides the training and how frequently.
In addition, respondents should specify whether they periodically assess staff members' skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project's occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

Part 8 - Additional Considerations.

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

Part 9 - Review and Update.

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction's Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least to likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

Notification of Intent to Begin Marketing.
No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.

Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities
(See AFHMP, Block 3b)

In the respective columns below, indicate the percentage of demographic groups among the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. **Please attach maps showing both the housing market area and the expanded housing market area.**

Demographic Characteristics	Project's Residents	Project's Applicant Data	Census Tract	Housing Market Area	Expanded Housing Market Area
% White	82.03	50	90.2	90.2	90.2
% Black or African American	17.58	30	6.9	6.9	6.9
% Hispanic or Latino	8.2	10	2.6	2.6	2.6
% Asian	0	5	1.3	1.3	1.3
% American Indian or Alaskan Native	0.39	1	0.1	0.1	0.1
% Native Hawaiian or Pacific Islander	0	0	0	0	0
%Persons with Disabilities	17	10	15.1	15.8	15.8
% Families with Children under the age of 18	22.27	30	72.9	72.7	72.7
Other (specify)					

Worksheet 2: Establishing a Residency Preference Area (See AFHMP, Block 4a)

Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project 's residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

Demographic Characteristics	**Project's Residents** (as determined in Worksheet 1)	**Project's Applicant Data** (as determined in Worksheet 1)	**Census Tract** (as determined in Worksheet 1)	**Housing Market Area** (as determined in Worksheet 1)	**Expanded Housing Market Area** (as determined in Worksheet 1)	**Residency Preference Area** (if applicable)
% White						
% Black or African American						
% Hispanic or Latino						
% Asian						
% American Indian or Alaskan Native						
% Native Hawaiian or Pacific Islander						
% Persons with Disabilities						
% Families with Children under the age of 18						
Other (specify)						

Worksheet 3: Proposed Marketing Activities –Community Contacts (See AFHMP, Block 4b)

For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

Targeted Population(s)	**Community Contact(s), including required information noted above.**
Whites / Families / Disabled / Asian	Susan James, Gateway Community Action Partnership 110 Cohanse St. Bridgeton, NJ, 856-451-3660. This organization works to provide various social services to those in need. They will inform thier clients of housing opportunities available at Mullica West Apartments. The staff at Mullica West Apartments will contact them yearly beginning in 2013.
Whites / Families / Disabled / Asian	Edward Smith, Director Gloucester County Division of Social Services, 400 Hollydell Drive, Sewel, NJ 08080; 856-582-9200. This agency works to provide social services to those in need. They will inform their clients of housing opportunities available at Mullica West Apartments. The staff at Mullica West Apartments will contact them yearly beginning in 2013.
Whites / Families / Disabled / Asian	Tamarisk Jones, Director Gloucester County Division of Health and Senior Services, 400 Hollydell Drive, Sewel, NJ 08080; 856-218-4101. This agency works to provide social services to the elderly and disabled. They will inform their clients of housing opportunities available at Mullica West Apartments. The staff at Mullica West Apartments will contact them yearly beginning in 2013.
Whites / Families / Disabled / Asian	Elizabeth McGowan, Occupancy Specialist, Glouster County Housing Authority, 100 Pop Moylan Blvd. Deptford, NJ, 08096; 856-215-6672x 502. This agency works to ensure equal housing opportunities. They will inform their clients of housing opportunities available at Mullica West Apartments. The staff at Mullica West will contact they yearly beginning in 201
Asian	Thoai Nguyen of SEAMAAC, 4601 Market Street, Philadelphia, PA; 215-476-9640. The organization works to ensure social services for the Asian population in the area. They will inform their clients of housing opportunities available at Mullica West Apartments. The staff at Mullica West Apartments will contact them yearly beginning in 2013.

Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHMP, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

Targeted Population(s)→ Methods of Advertising ↓	**Targeted Population:** White / Families / Asian / Disabled	**Targeted Population:**	**Targeted Population:**
Newspaper(s)	Gloucester County Times Today's Sunbeam	Gloucester County Times Today's Sunbeam	Gloucester County Times Today's Sunbeam
Radio Station(s)			
TV Station(s)			
Electronic Media	Apartments.com; NJHMFA web site; Community Realty Management web si	Apartments.com; NJHMFA web site; Community Realty Management web site	Apartments.com; NJHMFA web site; Community Realty Management web site
Bulletin Boards			
Brochures, Notices, Flyers	Property brochure	Property brochure	Property brochure
Other (specify)			

Building-1

Construction Office
114 Bridgeton Pike
Mullica Hill NJ 08062
(856)478-6522

CERTIFICATE

0808 - HARRISON TWP

Date Issued: 12/29/2015
Permit # 14-00526
Certificate: 1400526.1

IDENTIFICATION

Block 52 Lot 8 Qualifier

Work Site Location 58 WOODSTOWN RD, APARTMENT 101
HARRISON TWP, NJ 08062

Owner in Fee MULLICA WEST APARTMENTS LP
Address P.O. BOX 1
TITUSVILLE, NJ 08560

Telephone (609) 730-8138
Contractor TRICOUNTY REAL ESTATE MAINTENANCE
Address 189 DELAWARE AVE
CARNEYS POINT, NJ 08069

Telephone (856) 299-6290 FAX
Lic No/Bldrs Reg No. 13VH013224(Fed. Emp. No.
Licensed Trade
Home Imprv. Reg No. / Exempt
Reason -

Home Warranty No.
Type of Warranty Plan [X] State [ ] Private
Use Group I/R-2
Maximum Live Load
Construction Class
Max. Occupancy Load
Description of Work/Use
APARTMENT RENOVATIONS AND ADDTIONS ADDING A 3RD BEDROOM & 1/2 BATH

☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of the inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be

☐ **CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[ ] Total removal of lead-based paint hazards in scope of work
[ ] Partial or limited time period (0 years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

_____ .

CONSTRUCTION OFFICIAL

Fee $0.00
Paid [$0.00]
Collected by:

Check No.

PermitsNJ

PNJF260 rev. (5/2013)
Printed On: 12/29/2015 11:16

Building 2

Construction Office
114 Bridgeton Pike
Mullica Hill NJ 08062
(856)478-6522

CERTIFICATE

0808 - HARRISON TWP

Date Issued: 07/08/2015
Permit # 14-00538
Certificate: 1400538.1

IDENTIFICATION

Block 52 Lot 8 Qualifier AP224

Work Site Location 58 WOODSTOWN RD.
HARRISON TWP, NJ 08062

Owner in Fee MULLICA WEST APARTMENTS LP
Address P.O. BOX 1
TITUSVILLE, NJ 08560

Telephone (609) 730-8138
Contractor WYSOCKI ELECTRIC, INC.
Address 129 N. RIVER DRIVE
PENNSVILLE, NJ 08070

Telephone (856) 678-4300 FAX
Lic No/Bldrs Reg No. 14683 A Fed. Emp. No.
Licensed Trade
Home Imprv. Reg No. / Exempt
Reason -

Home Warranty No.
Type of Warranty Plan [X] State [ ] Private
Use Group I/R-2
Maximum Live Load
Construction Class
Max. Occupancy Load
Description of Work/Use
ADD 1 BEDROOM & POWER ROOM

☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of the inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be

☐ **CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[ ] Total removal of lead-based paint hazards in scope of work
[ ] Partial or limited time period (0 years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

_____ .

CONSTRUCTION OFFICIAL

Fee $0.00
Paid [$0.00]
Collected by:

Check No.

PermitsNJ

PNJF260 rev. (5/2013)
Printed On: 07/08/2015 15:07

Buildings

Construction Office
114 Bridgeton Pike
Mullica Hill NJ 08062
(856)478-6522

CERTIFICATE

0808 - HARRISON TWP

Date Issued: 12/29/2015
Permit # 14-00616
Certificate: 1400616.1

IDENTIFICATION

Block 52 Lot 8 Qualifier AP302

Work Site Location: 58 WOODSTOWN RD.
HARRISON TWP, NJ 08062

Owner in Fee: MULLICA WEST APARTMENTS LP
Address: P.O. BOX 1
TITUSVILLE, NJ 08560

Telephone: (609) 730-8138

Contractor: TRICOUNTY REAL ESTATE MAINTENANCE

Address: 189 DELAWARE AVE
CARNEYS POINT, NJ 08069

Telephone: (856) 299-6290 FAX

Lic No/Bldrs Reg No. 13VH013224(Fed. Emp. No.
Licensed Trade

Home Imprv. Reg No. / Exempt
Reason -

Home Warranty No.

Type of Warranty Plan [X] State [ ] Private

Use Group I/R-2

Maximum Live Load

Construction Class

Max. Occupancy Load

Description of Work/Use

ADDING 1 BEDROOM & 1/2 BATH

☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of the inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be

☐ **CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[ ] Total removal of lead-based paint hazards in scope of work
[ ] Partial or limited time period (0 years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

_____ .

CONSTRUCTION OFFICIAL

Fee $0.00
Paid [$0.00]
Collected by:

Check No.

PermitsNJ

PNJF260 rev. (5/2013)
Printed On: 12/29/2015 11:13

Building-4

Construction Office
114 Bridgeton Pike
Mullica Hill NJ 08062
(856)478-6522

CERTIFICATE

0808 - HARRISON TWP

Date Issued: 11/16/2015
Permit # 14-00564
Certificate: 1400564.1

IDENTIFICATION

Block 52 Lot 8 Qualifier AP411

Work Site Location 58 WOODSTOWN RD
HARRISON TWP, NJ 08062

Owner in Fee MULLICA WEST APARTMENTS LP
Address P.O. BOX 1
TITUSVILLE, NJ 08560

Telephone (609) 730-8138
Contractor TRICOUNTY REAL ESTATE MAINTENANCE
Address 189 DELAWARE AVE
CARNEYS POINT, NJ 08069

Telephone (856) 299-6290 FAX
Lic No/Bldrs Reg No. 13VH013224(Fed. Emp. No.
Licensed Trade
Home Imprv. Reg No. / Exempt
Reason -

Home Warranty No.
Type of Warranty Plan [X] State [ ] Private
Use Group I/R-2
Maximum Live Load
Construction Class
Max. Occupancy Load
Description of Work/Use
ADDING 1 BEDROOM, & POWER ROOM

☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of the inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be

☐ **CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[ ] Total removal of lead-based paint hazards in scope of work
[ ] Partial or limited time period (0 years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

_____ .

CONSTRUCTION OFFICIAL

Fee $0.00
Paid [$0.00]
Collected by:

Check No.

PermitsNJ

PNJF260 rev. (5/2013)
Printed On: 11/16/2015 09:25

Building 5

Construction Office
114 Bridgeton Pike
Mullica Hill NJ 08062
(856)478-6522

CERTIFICATE

0808 - HARRISON TWP

Date Issued: 12/04/2015
Permit # 14-00610
Certificate: 1400610.1

IDENTIFICATION

Block 52 Lot 8 Qualifier AP521

Work Site Location 58 WOODSTOWN RD
HARRISON TWP, NJ 08062

Owner in Fee MULLICA WEST APARTMENTS LP
Address P.O. BOX 1
TITUSVILLE, NJ 08560

Telephone (609) 730-8138
Contractor TRICOUNTY REAL ESTATE MAINTENANCE
Address 189 DELAWARE AVE
CARNEYS POINT, NJ 08069

Telephone (856) 299-6290 FAX
Lic No/Bldrs Reg No. 13VH013224(Fed. Emp. No.
Licensed Trade

Home Imprv. Reg No. / Exempt
Reason -

Home Warranty No.
Type of Warranty Plan [ ] State [ ] Private
Use Group I/R-2
Maximum Live Load
Construction Class
Max. Occupancy Load
Description of Work/Use
CONVERT APARTMENT TO ADA

☐ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☒ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of the inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be

☐ **CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[ ] Total removal of lead-based paint hazards in scope of work
[ ] Partial or limited time period (0 years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

_____ .

CONSTRUCTION OFFICIAL

Fee $0.00
Paid [$0.00]
Collected by:

Check No.

PermitsNJ

PNJF260 rev. (5/2013)
Printed On: 12/04/2015 14:55

Building -6

Construction Office
114 Bridgeton Pike
Mullica Hill NJ 08062
(856)478-6522

CERTIFICATE

0808 - HARRISON TWP

Date Issued: 04/30/2015
Permit # 14-00525
Certificate: 1400525.1

IDENTIFICATION

Block 52 Lot 8 Qualifier AP624

Work Site Location 58 WOODSTOWN RD
HARRISON TWP, NJ 08062

Owner in Fee MULLICA WEST APARTMENTS LP
Address P.O. BOX 1
TITUSVILLE, NJ 08560

Telephone (609) 730-8138

Contractor TRICOUNTY REAL ESTATE MAINTENANCE

Address 189 DELAWARE AVE
CARNEYS POINT, NJ 08069

Telephone (856) 299-6290 FAX

Lic No/Bldrs Reg No. 13VH013224(Fed. Emp. No.
Licensed Trade

Home Imprv. Reg No. / Exempt
Reason -

Home Warranty No.
Type of Warranty Plan [X] State [ ] Private
Use Group I/R-2
Maximum Live Load
Construction Class
Max. Occupancy Load
Description of Work/Use
ADDING 1 BEDROOMS & POWER ROOM

☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of the inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be

☐ **CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[ ] Total removal of lead-based paint hazards in scope of work
[ ] Partial or limited time period (0 years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

_____ .

CONSTRUCTION OFFICIAL

Fee $0.00
Paid [$0.00]
Collected by:

Check No.

PermitsNJ

PNJF260 rev. (5/2013)
Printed On: 04/30/2015 12:48

Building 7

Construction Office
114 Bridgeton Pike
Mullica Hill NJ 08062
(856)478-6522

CERTIFICATE

0808 - HARRISON TWP

Date Issued: 11/16/2015
Permit # 14-00630
Certificate: 1400630.1

IDENTIFICATION

Block 52 Lot 8 Qualifier AP 713

Work Site Location 58 WOODSTOWN RD
HARRISON TWP, NJ 08062

Owner in Fee MULLICA WEST APARTMENTS LP
Address P.O. BOX 1
TITUSVILLE, NJ 08560

Telephone (609) 730-8138
Contractor TRICOUNTY REAL ESTATE MAINTENANCE
Address 189 DELAWARE AVE
CARNEYS POINT, NJ 08069

Telephone (856) 299-6290 FAX
Lic No/Bldrs Reg No. 13VH013224(Fed. Emp. No.
Licensed Trade
Home Imprv. Reg No. / Exempt
Reason -

Home Warranty No.
Type of Warranty Plan [X] State [ ] Private
Use Group I/R-2
Maximum Live Load
Construction Class
Max. Occupancy Load
Description of Work/Use
ADDING 1 BEDROOM AND 1/2 BATH

☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ **CERTIFICATE OF APPROVAL**

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☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be

☐ **CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[ ] Total removal of lead-based paint hazards in scope of work
[ ] Partial or limited time period (0 years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

_____ .

CONSTRUCTION OFFICIAL

Fee $0.00
Paid [$0.00]
Collected by:

Check No.

PermitsNJ

PNJF260 rev. (5/2013)
Printed On: 11/16/2015 09:39

Construction Office
114 Bridgeton Pike
Mullica Hill NJ 08062
(856)478-6522

CERTIFICATE

0808 - HARRISON TWP

Date Issued: 11/17/2015
Permit # 14-00603
Certificate: 1400603.1

IDENTIFICATION

Block 52 Lot 8 Qualifier AP502

Work Site Location: 58 WOODSTOWN RD, HARRISON TWP
MULLICA HILL, NJ 08062

Owner in Fee: MULLICA WEST APARTMENTS LP
Address: P.O. BOX 1
TITUSVILLE, NJ 08560

Telephone: (609) 730-8138

Contractor: TRICOUNTY REAL ESTATE MAINTENANCE

Address: 189 DELAWARE AVE
CARNEYS POINT, NJ 08069

Telephone: (856) 299-6290 FAX

Lic No/Bldrs Reg No. 13VH013224(Fed. Emp. No.
Licensed Trade

Home Imprv. Reg No. / Exempt
Reason -

Home Warranty No.
Type of Warranty Plan [X] State [ ] Private
Use Group I/R-2
Maximum Live Load
Construction Class
Max. Occupancy Load
Description of Work/Use
ADD 1 BEDROOM & 1/2 BATH

☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ **CERTIFICATE OF APPROVAL**

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☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be

☐ **CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[ ] Total removal of lead-based paint hazards in scope of work
[ ] Partial or limited time period (0 years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

_____ .

CONSTRUCTION OFFICIAL

Fee $0.00
Paid [$0.00]
Collected by:

Check No.

PermitsNJ

PNJF260 rev. (5/2013)
Printed On: 11/17/2015 10:52

APPENDIX H

CEDAR-BREAKNECK ROAD DOCUMENTATION

HARRISON HALL

HARRISON NJ

haley.donovan

ARCHITECTURE SITE PLANNING

04.18.11 www.haleydonovan.com

HARRISON HALL

HARRISON NJ

HARRISON HALL

HARRISON NJ

HARRISON HALL

HARRISON NJ

HARRISON HALL

HARRISON NJ

haley.donovan
ARCHITECTURE SITE PLANNING

04.18.11 www.haleydonovan.com

HARRISON HALL

HARRISON NJ

1 / A1 FIRST FLOOR PLAN

SCALE: 3/32" = 1'-0"

0 8' 16' 24'

HALEY, DONOVAN
architecture + site planning

HARRISON HALL

Harrison, New Jersey

REV	DATE	DESCRIPTION

SCALE: AS NOTED

DRAWN BY: JP, MD

CHK'D BY: JH,SS

COPYRIGHT

A1

FIRST FLOOR PLAN

1 / A2 SECOND FLOOR PLAN

SCALE: 3/32" = 1'-0"

0 8' 16' 24'

HALEY, DONOVAN

architecture + site planning

w 856.313.9041 | lighting and implementation 08619

HARRISON HALL

Harrison, New Jersey

REV	DATE	DESCRIPTION

SCALE: AS NOTED

DRAWN BY: JP, MD

CHK'D BY: JH,SS

COPYRIGHT

A2

SECOND FLOOR PLAN

1
A3

THIRD FLOOR PLAN

SCALE: 3/32" = 1'-0"

0 8' 16' 24'

HALEY, DONOVAN
architecture + site planning

HARRISON HALL

Harrison, New Jersey

REV	DATE	DESCRIPTION

SCALE: AS NOTED

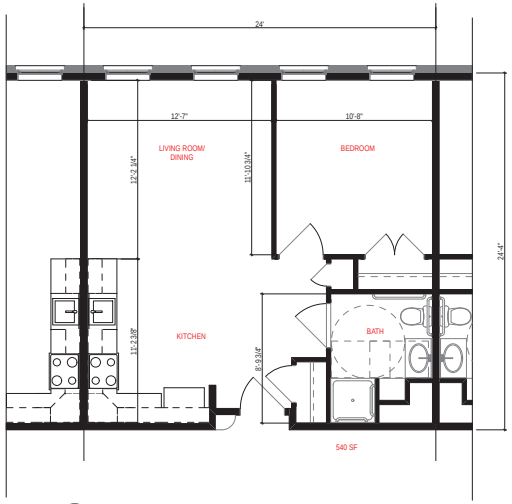
DRAWN BY: JP, MD

CHK'D BY: JH,SS

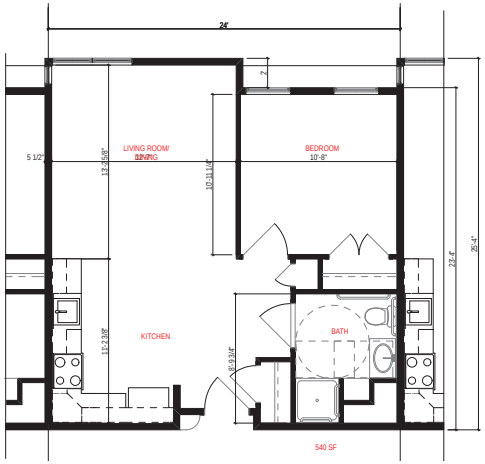
COPYRIGHT

A3

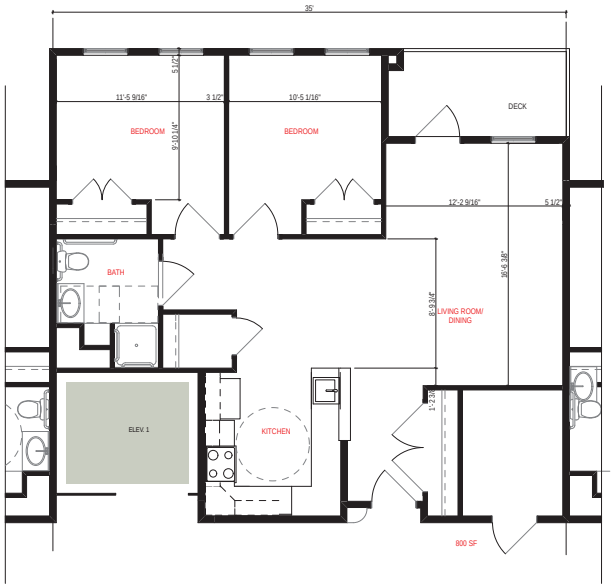
THIRD FLOOR PLAN



2
A4
ONE BEDROOM FIRST FLOOR UNIT
SCALE: 1/4" = 1'-0"



3
A4
ONE BEDROOM UPPER FLOOR UNIT
SCALE: 1/4" = 1'-0"



1
A4
TWO BEDROOM MANAGER'S UNIT
SCALE: 1/4" = 1'-0"

HALEY, DONOVAN
architecture + site planning

HARRISON HALL
Harrison, New Jersey

REV	DATE	DESCRIPTION

SCALE: AS NOTED
DRAWN BY: JP, MD
CHK'D BY: JH,SS
COPYRIGHT

A4

UNIT PLANS

1
A5
NORTH ELEVATION
SCALE: 3/32" = 1'-0"

2
A5
SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

HALEY.DONOVAN
architecture + site planning
p: 856.303.4061 105a kings highway east haddonfield nj 08033

HARRISON HALL
Harrison, New Jersey

REV	DATE	DESCRIPTION

SCALE: AS NOTED
DRAWN BY: JP, MD
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A5
ELEVATIONS

1
A6
EAST ELEVATION
SCALE: 3/32" = 1'-0"

2
A6
WEST ELEVATION
SCALE: 3/32" = 1'-0"

HALEY.DONOVAN
architecture + site planning
p: 856.303.4061 105a kings highway east hadonfield nj 08033

HARRISON HALL
Harrison, New Jersey

REV	DATE	DESCRIPTION

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A6
ELEVATIONS

Harrison Township, New Jersey

REDEVELOPMENT PLAN

BLOCK 38 LOT 6

3/25/2011

Redevelopment Plan
pursuant to Harrison Township Committee
Resolution 067-2011.

GROUPmelvinDESIGN
3 South Broad Street, Suite 3C
Woodbury, NJ 08096
p.856.251.9989 f.856.202.8007

Robert F. Melvin, PP, AICP
N.J. Planner License No. 04018

Acknowledgements

MAYOR

Louis Manzo

TOWNSHIP COMMITTEE

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Dennis Clowney, Deputy Mayor
Don Heim
Robert Shearer
Matt Diggons

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Robert F. Melvin, PP/AICP

Robert F. Melvin, PP/AICP
Principal

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1.0 Introduction

This Redevelopment Plan describes the standards and procedures for the redevelopment of land specified in the Harrison Township Block 38, Lot 6 Site Redevelopment Area Preliminary Investigation document. Whereas the preliminary investigation concluded that the specified area in Harrison Township, Gloucester County, New Jersey qualified to be declared an "Area in Need of Redevelopment", this document will set forth the procedural and development guidelines for the redevelopment entity as well as for the chosen redeveloper.

Figure 1: The site viewed from Breakneck Road and Cedar Road.

2.0 Description of Study Area

The site in question is approximately six acres of vacant land located on the northern portion of Block 38, Lot 6. The area is zoned under the Institutional District ordinance, the intent of which is to provide regulations for public and quasi-public land uses and to ensure the compatibility of those uses with the surrounding land use.

The six acre site is located adjacent to the intersection of Cedar Road (CR 667) and Breakneck Road (CR 603). It is bounded by Cedar Road to the east, a Green Acres park area to the south, single family residences to the west, and Breakneck Road to the north. The site is comprised of vacant land and a small cluster of trees. Directly north of the site is a CVS Pharmacy. To the east is Clearview Regional High School. The intersection is currently a four-way stop. In addition to the six acre Redevelopment parcel, approximately 36.9 acres of Block 38 Lot 6 is a park area permanently preserved by Green Acres. The remaining portion of this parcel is 23.4 acres and contains a pump station for the Township.

Figure 2: The site viewed from Breakneck Road and Cedar Road.

Analysis of the parcels comprising this site demonstrate that the site qualifies as an Area in Need of Redevelopment as defined by statute (N.J.S.A. 40A:12A-5). Specifically, they satisfy one or more of the following statutory criteria:

C – Public and Vacant

H – Smart Growth Consistency

Figure 3: Aerial

Aerial (2007)

N

0 250 500 1,000 Feet

3.0 Redevelopment Goals and Objectives

The most recent Master Plan Reexamination was completed in 2008. The goals of this redevelopment plan are derived directly from the Township Master Plan policy and goal statements. The objectives are derived from applicable master plan elements.

PLANNING & DEVELOPMENT GOALS

- Provide for the continued scenic and low density nature of the Township by guiding development and land uses to protect and enhance the character of the Township. Consider the importance of existing village centers to the present Township landscape and image and develop a land use plan and development regulations which protect their integrity.
- Protect the critical natural features and resources of the Township such as floodplains, woodlands, steep slopes, wetlands, and bodies of water. Use these natural features to organize and separate where necessary different types and intensities of land uses in the Township. Establish controls on the permitted disturbance of critical resources during land development. Work in collaboration with the appropriate County and State agencies to protect and establish development controls of critical natural resources of the Township. Utilize the natural boundaries to organize and direct different intensities of land uses in the Township.
- Establish policies governing the development of land that will promote the preservation of views from the roadway and which will retain the visual "rural character" of the community. It is in the Township's interest to promote high quality development through architecturally compatible design. Establish design guidelines for primary roadways and new developments to enhance the uniformity of the Township.

- Encourage mixed uses such as residential, commercial, and industrial to create a well-integrated community. A mix is encouraged for the convenience of the residents and enhancement of the tax base of the Township. The land use plan and development regulations should be designed to minimize conflicts between activities so that one land use does not adversely affect neighboring land uses.

RESIDENTIAL DEVELOPMENT OBJECTIVES

- Provide a variety of dwelling unit types and densities to meet the varying needs of the current and future residents of the Township.
- Promote resident safety through design standards for streets, sidewalks, and crosswalks.

4.0 Development Program

The purpose of this section is to further the health, safety, and public welfare with particular provision for those units to be identified as senior "COAH," which shall be applicable to this district by providing the opportunity for housing affordable to those persons who shall qualify under the Fair Housing Act of 1985, as may have been amended.

1. Permitted Uses: Senior low and moderate income housing configured in an elevator building with a minimum of two stories and maximum of four stories.
2. Density: The maximum density shall be 12.67 units per acre and not to exceed 76 units.
3. Permitted accessory uses within the senior low and moderate income housing elevator building may include:
    i. Lobby
    ii. Community Room
    iii. Covered Patio (Rear side of building only)

iv. Outdoor Patio (Rear side of building only)

v. Laundry Rooms

vi. Board Room

5.0 Design Standards: Architecture

1. All architecture and materials are subject to approval by the full Planning Board. The Planning Board will act as the design committee.
2. All structures shall be designed with traditional materials, massing and form, rhythms, and roof lines.
3. Architectural Treatment of Corner: The intersection of Cedar Road and Breakneck Road is a significant corner in Harrison Township and shall be treated accordingly. There shall be special attention paid to the architectural form and the quality of materials. Due to the uniqueness of the corner, the building must address the street on both Cedar Road and Breakneck Road. Building materials shall be carefully selected, following traditional architectural style and designs. The design and placement of windows and doors shall be carefully considered in order to enhance the corner.
4. Building Materials and Colors
    a. Permitted Primary Materials: Brick and/or Cultured Stone
    b. Permitted Secondary: Painted Fiber Cement
    c. Prohibited: Vinyl, Stucco, Synthetic Stucco
    d. Color of building materials and paints shall be traditional, earth tones

5. Roof Types: Primary pitched roofs shall have a minimum pitch of 5:12. Any and all secondary roofs shall have a minimum pitch of 10:12 in traditional form.
    a. A-frame (gable)
    b. Mansard
    c. Flat, only as a provision for creating a Green Roof, with a maximum pitch of 2:12 and a parapet wall provided.
6. Roof Materials
    a. Architectural Asphalt Shingles
    b. Green Roof
7. Building Height/Number of Stories
    a. Minimum Building Height: 30 feet and two stories
    b. Maximum Building Height: 50 feet and four stories
8. Development Program:
    a. On-site amenities to include:
        i. Lobby
        ii. Community Room
        iii. Covered Patio (Rear side of building only)
        iv. Outdoor Patio (Rear side of building only)
        v. Laundry Rooms
        vi. Board Room
9. Windows and Glazing:
    a. Windows shall be un-tinted. Mirror or reflective glass is not permitted in any commercial or residential location.
    b. A minimum of 20% and maximum of 35% of the building façade may be glass.

10. Scale: Harrison Township is a rural residential community. Institutional buildings can become overwhelming, large, and intimidating. Therefore, it is important that this building shall be designed to enhance qualities at the human and residential scales. This can be achieved utilizing horizontal and vertical breaks at prescribed rhythms to reflect the scale of the neighborhood.

11. Horizontal and Vertical Breaks in Architecture: Horizontal breaks are regulated through the maximum or minimum distance allowed between vertical elements (such as, but not limited to bays, windows, building offsets, etc.) that break the horizontal plane. Vertical breaks are regulated through the maximum or minimum distance allowed between horizontal elements (such as, but not limited to horizontal bands, windows, building offsets, cornices, etc.) that break the vertical plane.

    a. The maximum distance between horizontal breaks on the front and side façade shall be 20 feet. Rear facades should be a maximum of 30 feet.

    b. The maximum distance between vertical breaks on the front, side, and rear façade shall be 20 feet.

    c. Building offsets used to meet the vertical or horizontal break requirement must represent a difference of at least 1 foot from adjacent façade planes.

    d. Decorative bands or material changes shall be done to reinforce traditional building architecture.

    e. Allowable horizontal and vertical breaks may include, but are not limited to the following:

        i. Water table

        ii. Dormers

        iii. Bays

        iv. Gables

v. Recessed entries

vi. Decorative Cornices

vii. Traditional Vertical Windows in a recessed plane from the exterior wall

viii. Horizontal bands of material offsets and/or material changes

f. Prohibited Architectural Elements: Balconies and balconettes are prohibited architectural elements.

12. Facades: There are to be no blank facades. All facades must provide windows and façade offsets and breaks.

13. Recreation Area: A recreation/outdoor seating area shall be provided for the residents. All recreation areas shall be located at the rear of the building and completely buffered from the street using landscaping. This area may consist of a patio, and/or lawn panels. In aggregate, a minimum of 1,000 square feet shall be devoted to this purpose.

14. Screening:

    a. All HVAC, utility boxes, and telecommunication systems must be screened from public view and from view of adjacent properties. Screens must be designed to blend with the architecture of the principal building, and, where appropriate, include landscaping. No utility boxes may be located on the front facades of the building.

    b. Dumpsters shall be screened from view. Dumpsters shall be placed within a masonry wall complementary to the building, with an appropriate screen gate and landscaping.

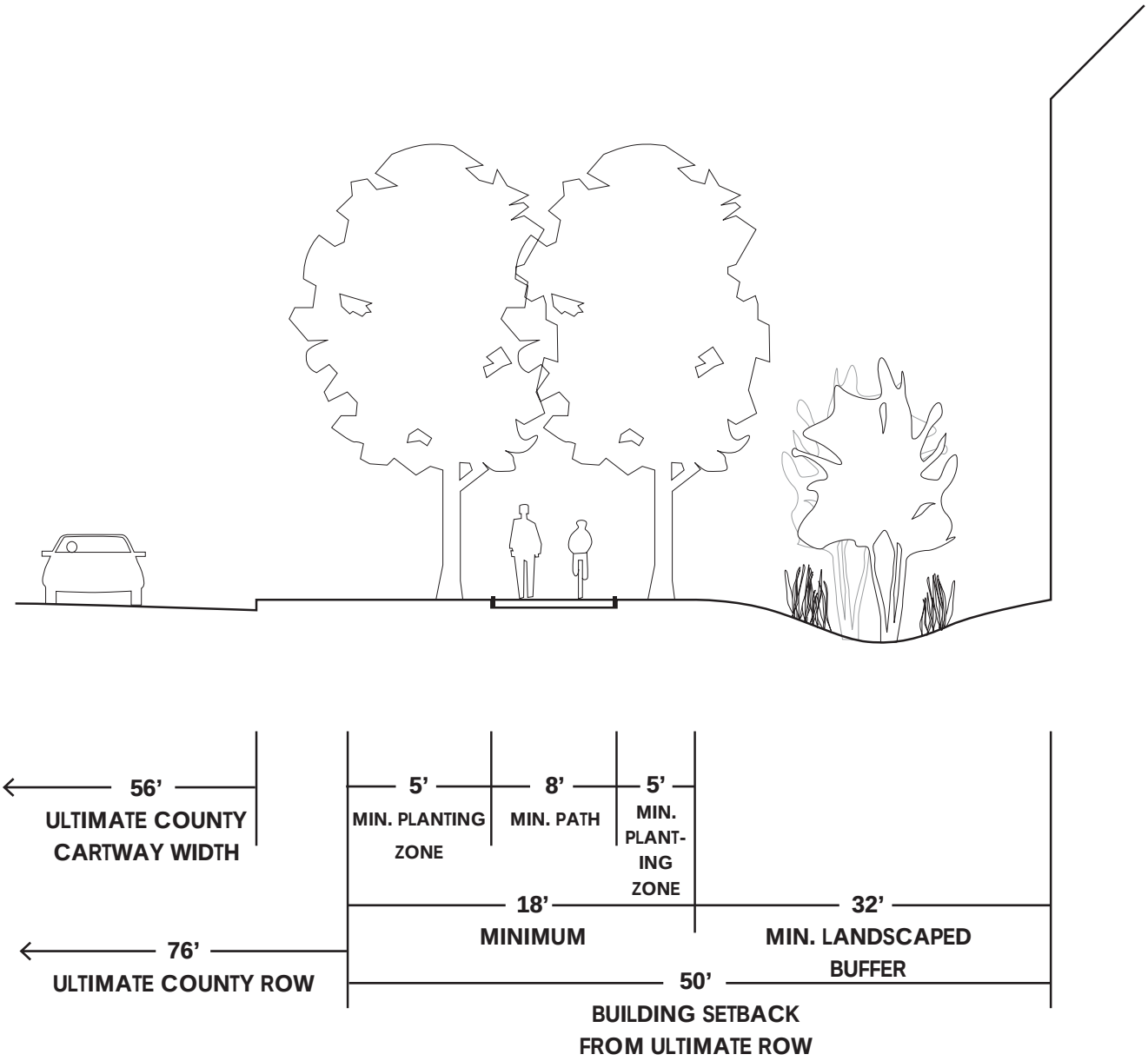
15. Signage: One identification sign for the property is permitted. The sign shall be a maximum of six feet high, with a maximum 12 square foot sign face and limited to providing the property address. The sign shall be constructed of carved wood and

indirectly lit. The sign shall be set back a minimum of 25 feet from the street right-of-way.

6.0 Design Standards: Site Plan

1. Density: The maximum density shall be 12.67 units per acre and not to exceed 76 units.
2. Height and bulk regulations.
    a. Minimum gross tract area shall be 6 acres.
    b. Maximum impervious coverage shall not exceed 35%.
    c. Required lot frontage: A minimum of 225 feet of street frontage on each of the properties two frontages shall be required.
        i. Minimum building setbacks: Front: There shall be a minimum 50 foot front-yard setback each from the County's Ultimate right-of-way lines for Breakneck Road and Cedar Road.
        ii. Side: There shall be a minimum 50 foot side yard setback from side property lines.
        iii. Rear: There shall be a minimum 50 foot rear yard setback from rear property lines.
3. Required buffer areas to adjacent properties: There shall be a minimum landscaped buffer area provided along all perimeter property lines, where they abut adjacent properties, of 25 feet. At the board's discretion, a 25 foot landscaped buffer may instead be provided between the parking lot (including ingress and egress drive aisles) and the property edge. Landscape buffers shall adhere to Township Ordinances 225-138 D2-9, 225-138 E, 225-138 F, and 174-14C.

Figure 4: Building Front Setback Section



4. Required Landscape treatment/buffer along road right-of-ways:

   a. The required front-yard cross section is seen in Figure 4 consisting of the following:

      i. Total minimum buffer from building to Ultimate County Right-of-way is 50 feet.

      ii. An eight foot multi-purpose path with a double allee of London Plane trees. The path shall be a minimum of five feet off the Ultimate County Right-of-way and London Plane trees shall be planted on either side of the path centered within a five foot wide planting zone. The London Plane trees shall be planted 35 foot on center measured on the side of the path the tree is planted.

      iii. Between the interior five-foot-wide planting zone and the building line, there shall be a minimum 32 foot wide landscape zone. Along Breakneck Road, the landscape zone shall consist of River Birch and decorative grasses. The River Birch shall be clustered in groups of three to five trees, clump spaced approximately 50 foot apart. The decorative grasses shall be contiguous throughout the zone. Along Cedar Road, the landscape zone shall consist of informal woodlands type landscaping of deciduous trees and understory shrubs.

   b. All landscape plans and designs shall be subject to review and approval of the Planning Board.

Figure 5: Site Design Illustrative Diagram

5. Parking Location:

    a. Parking must be located in the rear of the building and totally screened from public view.

    b. Off-street parking shall be oriented to and within a reasonable walking distance of the buildings they are designed to serve and in no case shall be located farther than 150 feet from the entrance of the building.

    c. Access to parking lots shall be designed so as not to obstruct free flow of traffic. Access may be located at the property edges on both Cedar Road and Breakneck Road. There shall be adequate provision for ingress to and egress from all parking spaces to ensure ease of mobility, ample clearance, and safety of vehicles and pedestrians.

    d. Parking Ratio: An adequate number of off-street parking spaces shall be provided in the development to accommodate both residents and visitors and shall be located in near proximity to the areas which are intended to be serviced. At least one space per unit shall be provided in addition to two spaces for overflow and/or staff parking.

6. Parking Standards: Each off-street parking space shall measure nine feet in width by 18 feet in length. The site shall provide handicap spaces as required by law.

7. Sidewalks

    a. An 8 foot multi-purpose path shall be installed along both street frontages. This will tie into a future township system.

        i. The path shall be made from bituminous asphalt.

        ii. The edging shall be metal to be approved by township planner and engineer.

b. Sidewalks and/or pathways shall be installed by the developer within perimeter landscape areas along streets and drives.

c. On-site pedestrian circulation systems shall be provided to meet the circulation needs of on-site users. Such systems shall provide safe, all-weather efficient and aesthetically pleasing means of on-site movement and shall be an integrated part of the overall architectural and site design.

d. Sidewalks shall be provided along the full length of the building, along any façade featuring a pedestrian entrance, and along any façade abutting parking areas. Sidewalks shall provide weather protection features such as awnings or arcades when located close to entrances.

e. Where appropriate, connections shall be made between on-site and perimeter sidewalk and/or pathway circulation systems.

f. Sidewalks shall be scored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the sidewalk and/or pathway. Other materials such as London pavers, brick pavers or stone pavers are subject to Planning Board approval.

8. Street Furniture and Lighting: Lighting, trash cans, and street furniture shall comply with Harrison Township regulations and meet Planning Board approval. All fixtures shall be black.

9. Landscaping

a. Landscape plans shall be signed and sealed by New Jersey certified Landscape Architects and shall be subject to Planning Board review and approval.

b. All landscaping should meet the NJ Green Future Criteria:

i. Plantings shall follow Xeriscape principles

ii. Plantings shall be drought tolerant, noninvasive and native species with either drip irrigation or no irrigation.

iii. Grass should be able to withstand drought periods and become dormant during hot, dry seasons

c. The patio shall be screened from street view with appropriate landscaping.

d. Street trees should consist of a double allee of 35 foot on center London Plane trees on either side of the multi-purpose path.

e. Required buffer areas: See Section 6.0, 3 and 4.

7.0 COAH Regulations

All applications for development for the Block 38 Lot 6 Redevelopment Area shall comply with all state and local laws as they relate to low and moderate income housing.

8.0 Infrastructure and Public Improvements

1. Sewage

   The Block 38, Lot 6 Redevelopment Area falls within the existing Sewer Service Area and must be served by public sewer at the developer's expense.

2. Water

   New Jersey American serves Harrison Township and other parts of Burlington, Camden and Gloucester Counties and shall be provided at the developer's expense.

3. Other Utilities

   Any new utility lines constructed to serve the Block 38 Lot 6 Redevelopment Area will be buried underground in accordance with Harrison Township's ordinances and shall be at the developer's expense.

8.0 Property Acquisition

The parcel in question is Township-owned land; therefore, Harrison Township will not need to acquire any land as a part of this redevelopment plan.

9.0 Relocation of Displaced Residents and Businesses

The parcel in question is currently vacant land; therefore, there will be no displacement of residents or businesses as a result of this redevelopment plan.

10.0 Relationship of Plan to Adjacent Municipal Plans

The Block 38 Lot 6 Redevelopment area is located just south of Mantua Township. In Mantua, the properties facing the northbound lane of Route 45 are zoning Planned Commercial (PC) to accommodate the commercial development along this county road. Just east of that is the Agricultural Residential District (AR), which permits three acre residential lots. The AR zone serves as a transition from "town" to "country" and is an appropriate border to this section of Harrison Township.

11.0 Relationship to County Master Plan

Gloucester County last adopted a Development Management Plan in February 1982. The goals of the Master Plan support this redevelopment plan:

1. To provide adequate housing opportunities for all portions of the County's population.
2. To encourage a growth pattern that will concentrate rather than disperse development throughout the County.

In addition, the land use plan identifies Growth Areas within the county, including "surrounding Mullica Hill in Harrison Township" (p.78). The plan stresses the importance of these growth areas to guide development into established areas. This helps to lower public infrastructure costs and preserves farmland and natural resources (p.78).

This redevelopment area is located at the intersection of two county roads, just one block from Route 45, and is within in close proximity of downtown Mullica Hill. The site is also diversifying the housing stock by adding senior low and moderate income housing to the Township.

12.0 Relationship to State Development and Redevelopment Plan

The New Jersey State Development and Redevelopment Plan, adopted pursuant to the State Planning Act, contains a series of smart growth goals and policies and a map which reflects desired growth patterns. The parcel in question is located in Planning Area 3, Fringe Planning Area, where growth is directed at centers in these areas in order to preserve environmentally sensitive lands and open space (see Figure 15).

The policy objectives of State Planning Area 3 include the following:

- Focus development and redevelopment in appropriately located and designed Centers to accommodate growth that would otherwise occur in the Environs.
- Provide for a full range of housing choices primarily in Centers at appropriate densities to accommodate projected growth.

- Encourage appropriate redevelopment in existing Centers and existing developed areas that have the potential to become Centers, or in ways that support Center-based development, to accommodate growth that would otherwise occur in the Environs.

  (2001 State Plan, p. 202, 203)

Redevelopment at this site supports these planning objectives by directing redevelopment into an a developed area of the township, preserving the Green Acres space on the site, and directing this housing development away from the Environs of the Township. With respect to good Smart Growth, Center-based practices, and locating development near community amenities and walkable environments, the site is proximate to Harrison's Historic Mullica Hill, approximately one-half mile from the Gloucester County Library, and one-tenth mile from Clearview Regional High School. The permitted use of the site for low and moderate income housing for seniors would add to the diversity of housing choices in the Township and support Smart Growth practices.

13.0 Relationship to Development Regulations of the Municipality

The regulations set forth in this redevelopment plan for Block 38 Lot 6 supersede the existing Institutional Zoning in place on this site.

14.0 Conclusion

It is strongly recommended that the Township Committee appoint the Planning Board to serve as the redevelopment entity. The Redevelopment Entity shall review all proposals, may request supplemental information, and, at its discretion, determine the acceptability of such submissions and determine whether to proceed with redeveloper designation and negotiation of a redevelopment agreement. All redevelopment agreements will be presented to the Township Committee for review and approval. Once a Redeveloper(s) is/are selected, the Redevelopment Entity will enter into a redevelopment agreement(s). By acting as the Redevelopment Entity, the Planning Board can streamline the process from resolution to construction and ensure that development remains true to the intentions of the Township Master Plan and this Redevelopment Plan.

BCM ENGINEERS
A Division of VATC

920 Germantown Pike, Suite 200
Plymouth Meeting, PA 19462
610-313-3100
Fax 610-313-3151

May 9, 2011

Ms. Susanne Rhudy
Planning Board
Harrison Township
114 Bridgeton Pike
Mullica Hill, NJ 08062

Subject: Harrison Hall
(76-Unit Residential Development)
Breakneck Road & Cedar Road
Block 38, Lot 6

Reference: Availability of Sewer Service
BCM Project No. 57.31687.9911

Dear Ms. Rhudy:

I have received a letter from Michelle Young of Kernan Consulting Engineers, dated May 3, 2011, requesting certification that there is adequate sewage capacity for a proposed 76-unit (75 one-bedroom, 1 two-bedroom), age-restricted, multi-story residential building located at the above-mentioned address.

Using the flow criteria for age-restricted one and two-bedroom dwelling units provided by NJDEP (110 and 170 gpd, respectively), **the estimated wastewater flow for the proposed development would be 8,420 gpd**. This projection is over the 8,000 gpd threshold, and as defined by N.J.A.C. 7:14A-22.3, a treatment works approval (TWA) permit is required.

The parcel is located within Harrison Township's sewer service area limits and sufficient capacity is available for the project. Existing gravity sewer is located along Breakneck Road, adjacent to the proposed residential building. This would be the best location for connecting the proposed facilities. Attached is an excerpt of a map showing the approximate location of sewerage facilities along Breakneck Road.

As mentioned above, The Township of Harrison can provide sewer service for the proposed project, provided that the applicant abides by all rules, regulations and specifications of the Township of Harrison and pays all required fees.

Should you have any questions regarding this issue, please feel free to contact us.

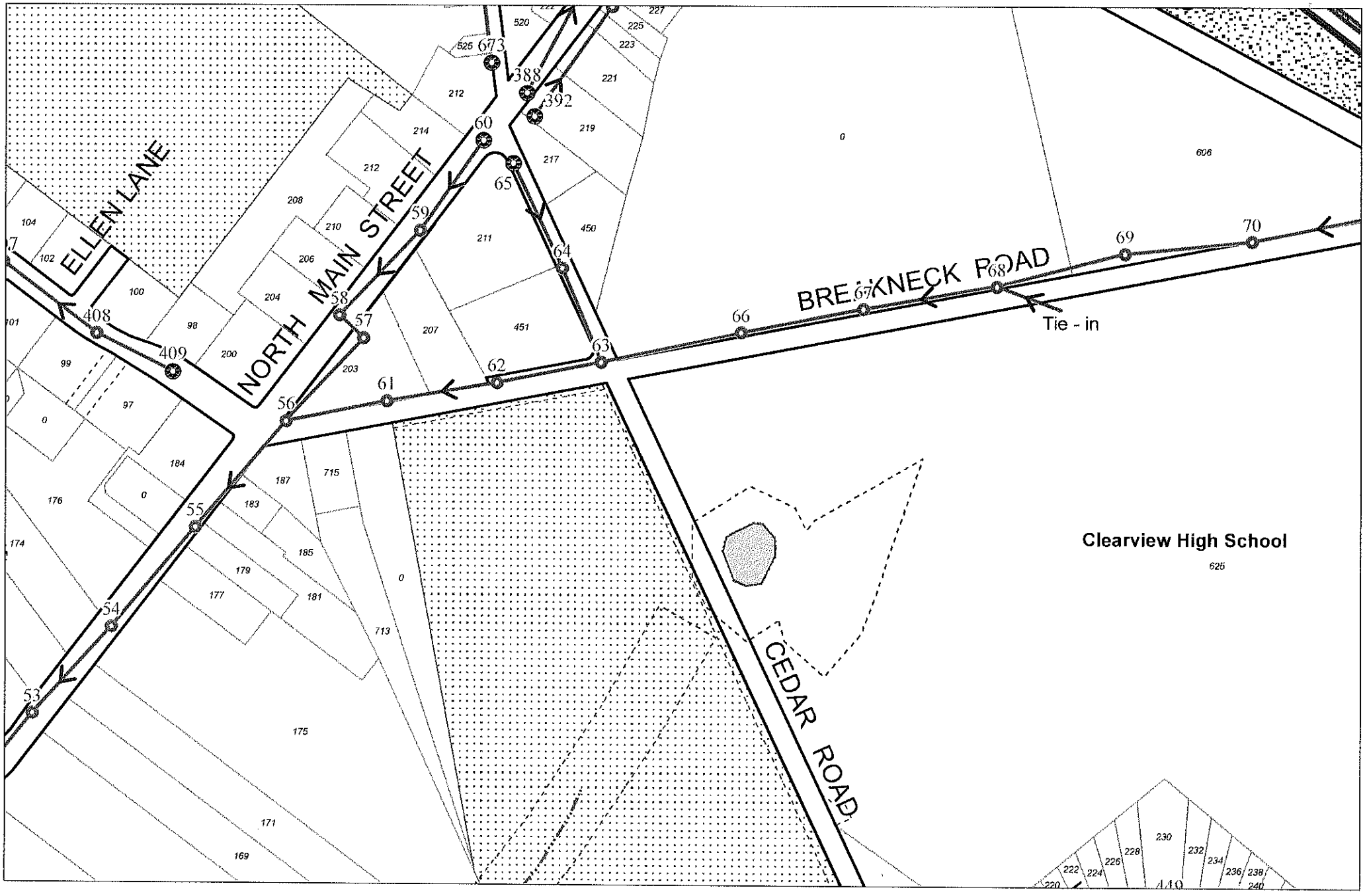
Sincerely,

Walter A. Walker, P.E.
Project Engineer

WAW:sws
Attachments

cc: Michael Gonserkevis, Harrison Township
Michelle Young, Kernan Engineers
Michael Filmyer, BCM Engineers

S:\Engineering\Projects\HarrisonTwp\Affordable Housing_5-9-2011.doc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NORTH MAIN STREET
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CEDAR ROAD
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FAX (856) 478-6955

FILE NO
31,493

May 20, 2011

Curtis H. Johnson, MPA
Executive Director
DIOCESAN HOUSING SERVICES CORP.
1845 Haddon Avenue
Camden, NJ 08103-3008

RE: HARRISON TOWNSHIP TO THE DIOCESAN HOUSING SERVICES CORPORATION OF THE DIOCESE OF CAMDEN, INCORPORATED
BLOCK 38, PART OF LOT 6

Dear Curtis:

Enclosed please find the original executed Solicitor's opinion letter regarding the above-referenced matter.

Thank you for your assistance.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

BY: _____
BRIAN J. DUFFIELD, ESQUIRE

BJD/frs
Enclosure

cc: Diane L. Malloy, Clerk-Township of Harrison (w/encl)
Susanne H. Rhudy, Planning Board Secretary-Township of Harrison (w/encl)

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FILE NO
31,493

May 20, 2011

The Diocesan Housing Services Corporation of the
Diocese of Camden, Incorporated
1845 Haddon Avenue
Camden, New Jersey 08103

RE: HARRISON TOWNSHIP TO THE DIOCESAN HOUSING SERVICES CORPORATION OF THE DIOCESE OF CAMDEN, INCORPORATED
BLOCK 38, PART OF LOT 6

Ladies and Gentlemen:

I have served as solicitor to the Township of Harrison, County of Gloucester, New Jersey ("Township"), in connection with the above-referenced matter.

The proposed conveyance has been authorized by the Mayor and Committee of the Township of Harrison via Ordinance No. 30-2009 on September 21, 2009, and adopted and published in accordance with the requirements of the Local Lands and Buildings Law, N.J.S.A. 40A:12-13, et seq.

As the basis for this opinion, I have examined such matters of law and fact as I have deemed necessary including, without limitation, the Constitution of the State of New Jersey, the Local Lands and Buildings Law, and the aforementioned Ordinance.

In rendering the opinion set forth below, I have relied on the genuineness, completeness and truthfulness of all matters set forth in the documents and instruments examined.

Based upon and subject to the foregoing, I am of the following opinion:

1. The Township is validly organized and duly existing under Title 40 of the Statutes of the State of New Jersey.

2. The Township is the owner, in fee, of Bock 38, Lot 6, and the portion of said Lot identified in the parties' Option Agreement is surplus, and no longer needed for public purpose.

3. The Township had full power and authority to adopt the aforementioned Ordinance, and the same has been duly and finally adopted by the Township, and is presently in full force and effect and binding upon the Township in accordance with the terms thereof.

4. To the best of my knowledge, after reasonable inquiry, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction, state or federal: (a) seeking to restrain or enjoin the conveyance; (b) questioning or affecting the validity of the Ordinance; or (c) questioning or affecting the organization or the legal or corporate existence of the Township, the incumbency of the Mayor, any member of the Township Committee or the officers of the Township.

5. All action taken by the Township in connection with the authorization, execution and delivery of the Option Agreement, and in entering into the transactions contemplated thereby, have been in compliance in all respects with the provisions of the Constitution of the State of New Jersey and applicable laws, including, inter alia, Chapter 231 of the Laws of 1975 of the State of New Jersey, as amended, the New Jersey Open Public Meetings Law.

6. The Township is permitted to convey the property to The Diocesan Housing Corporation of the Diocese of Camden, Incorporated pursuant to the terms and provisions of N.J.S.A. 40A:12-21(1).

Very truly yours,

BY: _____
BRIAN J. DUFFIELD, ESQUIRE

BJD/frs

GROUPmelvinDESIGN

June 13, 2011

Curtis H. Johnson Jr.
Executive Director
Diocesan Housing Services Corporation
Of the Diocese of Camden
1845 Haddon Ave.
Camden, NJ 08103

Re: Harrison Township, Gloucester County, New
Block 38, Lot 6

Dear Mr. Johnson:

This is to certify that pursuant to Harrison Township's adoption on May 2, 2011 of ordinance # 22-2011 approving a Redevelopment Plan for Block 38, Lot 6, senior low and moderate income housing is a permitted use for the parcel in question.

The ordinance further spells out that zoning for the parcel permits up to 76 units of senior low and moderate income housing at a density of 12.67 units per acre and that the development may include; a lobby, a community room, covered patio, laundry rooms, board room and requisite parking.

The above referenced parameters are consistent with the plan prepared by your organization. Therefore, this is to certify that your plan is permitted under Harrison Township zoning.

Please let me know if I can be of further help.

Regards,
Group Melvin Design

Robert F. Melvin, AICP/PP
Principal

cc: Louis Manzo, Mayor
Joseph Pacera, Planning Board Chairman
Susanne Rhudy, Planning Board Secretary

3 South Broad Street Suite 3C • Woodbury, New Jersey 08096
p 856.251.9989 • f 856.202.8007
www.groupmelvindesign.com

AGREEMENT
BETWEEN THE TOWNSHIP OF HARRISON AND THE DIOCESAN HOUSING SERVICES CORPORATION OF THE DIOCESE OF CAMDEN, INC. FOR THE PRODUCTION OF AFFORDABLE HOUSING

THIS AGREEMENT is made on this ____ day of May, 2011, by and between:

THE TOWNSHIP OF HARRISON, a municipal corporation of the State of New Jersey, with offices located at 114 Bridgeton Pike, Mullica Hill, New Jersey 08062 ("Township")

and

DIOCESAN HOUSING SERVICES CORPORATION OF THE DIOCESE OF CAMDEN, INC., a not for profit corporation of the State of New Jersey, with offices located at 1845 Haddon Avenue, Camden, New Jersey 08103 ("DHSC").

W I T N E S S E T H

WHEREAS (1.), the Township is the record owner of certain real property located on Breakneck Road, designated as Lot 6 in Block 38 on the Harrison Township Tax Map (the "Property"); and

WHEREAS (2.), DHSC is a nonprofit organization that develops and provides affordable housing opportunities to low- and moderate- income households in the counties of Atlantic, Camden, Cape May, Cumberland, Gloucester and Salem in the State of New Jersey; and

WHEREAS (3.), although associated with the Diocese of Camden, DHSC provides housing services to qualified persons and families on a non-sectarian and non-discriminatory basis; and

WHEREAS (4.), DHSC has expressed its willingness and desire to develop a portion of the Property with an age-restricted, affordable housing project consisting of seventy-six (76) residential units as part of the Township's Affordable Housing Program, to be known as "Harrison Hall" (the "Project"); and

WHEREAS (5.), the Township desires to convey a portion of the Property to DHSC in accordance with N.J.S.A. 40A:12-21(l) for DHSC's development of the Project, which will provide needed housing opportunities for income-qualified households, and will assist the Township in satisfying its constitutional obligation to foster the production of affordable housing opportunities; and

WHEREAS (6.), to effectuate and further the intent and purposes agreed upon herein, the Township and DHSC enter into this Agreement to set forth the terms and conditions of the Project until such time as a Redevelopment Plan may be effectuated in accordance with N.J.S.A. 40A:12A-1 *et seq.*, and a Redevelopment Agreement entered into.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the Township and DHSC agree as follows:

1. Incorporation. The preamble to this Agreement is incorporated and made a part hereof as if set forth at length herein.

2. Certification of Eligibility. DHSC certifies and represents that it is a duly incorporated nonprofit housing corporation, limited-dividend housing corporation or housing association organized pursuant to P.L. 1949, c.184 (N.J.S.A. 55:16-1 *et seq.*), eligible to acquire municipally-owned property for the purpose of constructing housing for low or moderate income persons or families or handicapped persons, in accordance with N.J.S.A. 40A:12-21(l).

3. Property and Project Advancement. The Township intends to sell, and DHSC intends to purchase, upon the terms and conditions as will be set forth in a separate Sale Agreement and or separate Redevelopment Agreement to be entered into by the parties, a portion of the Property for the development, operation and administration of the Project. Until such time as the contemplated future agreement(s) may be entered into, the parties agree to advance the Project as follows:

a. Affordable Housing Requirement. The Project shall be subject to, constructed and administered in conformance with the applicable regulations of the New Jersey Council on Affordable Housing ("COAH"), N.J.A.C. 5:96 and 5:97 (known as the "Third Round Rules"), and the New Jersey Housing and Mortgage Finance Agency ("HMFA"), N.J.A.C. 5:80-26.1 *et seq.* (known as the "Uniform Housing Affordability Controls" or "UHAC"), as said regulations may from time to time be amended or supplemented.

b. Minor Subdivision of the Property. With the approval of the Township, DHSC shall apply for and obtain minor subdivision approval from the Harrison Township Planning Board for the subdivision of an approximately ___± acre portion of the Property for development of the Project as contemplated herein.

c. Project Financing Application. DHSC shall prepare and submit its application for Project financing to the United States Department of Housing and Urban Development ("HUD") within ___ days. DHSC shall keep the Township apprised of its efforts to secure HUD financing and any HUD response or request for further information.

d. Approvals. DHSC shall diligently prosecute the construction of the Project to completion, which shall be defined to mean the issuance of an unconditional certificates of occupancy for all of the units by the Township.

i. DHSC shall be responsible for obtaining any and all local, county, regional, state and/or federal agency approvals necessary for the Project. The Township shall cooperate with DHSC in the pursuit of any such applications.

ii. In the event that DHSC is not able, after a good faith and diligent effort, to obtain the necessary approvals for the Project, either party shall have the right to terminate this Agreement on 30-days written notice to the other party.

iii. Plans for the project shall be based on and prepared in accordance with the Redevelopment Plan and Redevelopment Agreement to be entered into by and between the parties.

e. Experts and Professional Consultants. DHSC shall be responsible for hiring any professional experts and consultants necessary to prosecute the applications and approvals required by the Project.

f. Project Schedule: Construction of the Project shall proceed in accordance with the following scheduled:

i. Obtain subdivision approval by: _____, 2011.

ii. Secure financing approvals no later than: _____, 2011.

iii. Obtain land use and construction approval no later than: _____, 20__.

iv. Purchase subdivided lands by: _____, 20__.

v. Begin construction no later than: _____, 20__.

vi. Complete construction no later than: _____, 20__.

vii. Obtain Certificates of Occupancy for all units no later than: _____, 20__.

viii. Begin operation of housing units no later than: _____, 20__.

g. Monthly Reports. Until operation of the housing units, DHSC shall file a written monthly report with the Township Administrator, by the fifth day of each month, stating its construction activities and all other work in furtherance of the Project undertaken in the prior month.

h. Township Financial Assistance. As permitted by COAH's Third Round Rules, N.J.A.C. 5:96 and 5:97 (as said regulations may from time to time be amended or supplemented) and COAH's approval of the Township's Affordable Housing Spending Plan, the Township agrees to reimburse and/or provide financial assistance to DHSC for the project, as follows:

	Item	Amount Not To Exceed
i.	Reimbursement for cost of survey and initial site inspection work . .	$20,000.00
ii.	Development assistance and construction cost contribution to DHSC, contingent upon DHSC obtaining HUD and/or other private financing for the Project and DHSC obtaining all required approvals to begin construction	$600,000.00

iii. DHSC shall provide an itemized statement setting forth the nature and scope of services incurred resulting in the submitted charge(s), the time spent and amount billed for said services, and the name, address and tax identification number of the contractor providing said services to DHSC, on a monthly basis. DHSC shall also execute and file with the Township's Planning & Zoning Board Secretary payment

vouchers for the total amount sought from the Township once the monthly statements have been audited and found correct.

4. Cooperation and Good Faith. The parties, and their respective members, officers, agents, representative, consultants and employees, shall cooperate and conduct themselves in good faith and execute any further documents necessary to effectuate the terms and objectives of this Agreement.

5. Modification / Entire Agreement. This Agreement may be modified or amended only by written instrument duly signed by each of the parties or their respective successors or assigns. This document contains the entire agreement of the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of this Agreement.

It is expressly acknowledged and contemplated by the parties that this Agreement will be amended and/or superceded by a future Redevelopment Agreement and/or future Sale Agreement. Notwithstanding this acknowledgment, such future agreement(s) shall not modify or amend any terms or conditions of this Agreement until set forth in writing and duly signed and entered into by the parties.

6. Controlling Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey. Nothing in this Agreement is intended to be in derogation of the duties and obligations of the Township as set forth in the Open Public Meetings Act, N.J.S.A. 10:4-6 *et seq.*, Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.*, or other statutory provision.

7. Severability. Should a court of competent jurisdiction deem any clause or provision of this Agreement invalid, the balance of the Agreement shall remain in full force and effect.

8. Enforceability. The terms of this Agreement may be enforced by commencement of an action in the Superior Court of New Jersey, notwithstanding any other administrative process or other administrative forum, such as the New Jersey Council on Affordable Housing, that may exist to adjudicate the claims of the parties under this Agreement. The parties agree that the Superior Court of New Jersey shall have primary jurisdiction over all issues and claims arising from this Agreement.

9. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

10. Extensions of Time Periods. Nothing in this Agreement shall preclude the parties from mutually agreeing to extensions of the time periods set forth in this Agreement, and such agreement shall not be unreasonably withheld by any party.

11. Violation and 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 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 to it 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.

12. Notices. All notices required under this Agreement shall be in writing and served upon the respective parties by: Certified Mail - Return Receipt Requested; by recognized overnight or personal carrier

with certified proof of receipt; by regular mail and facsimile transmission with proof of transmittal; or by personal service. The persons and entities to receive notice shall be the following, or any designated successor(s):

To the Township:	Township of Harrison Attn: Diane Malloy, Municipal Clerk 114 Bridgeton Pike, Mullica Hill, NJ 08062 Facsimile: (856) 478-2498
with copy to:	Brian J. Duffield, Esquire Township Attorney 95 North Main Street, Mullica Hill, NJ 08062 Facsimile: (856) 478-6955
and:	Kevin A. Van Hise, Esquire Masson, Griffin & Pierson, PC 101 Poor Farm Road, Princeton, NJ 08540 Facsimile: (609) 683-7978
To DHSC:	Diocesan Housing Services Corporation of the Diocese of Camden, Inc. Attn: Curtis Johnson, Executive Director 1845 Haddon Avenue, Camden, New Jersey 08103 Facsimile: (856) 963-2655
with copy to:	_____, Esquire _____ _____ Facsimile: _____

13. Effective Date of Agreement. The effective date of this Agreement shall be the date of the last signature of the parties hereto, and it shall be set forth at the beginning of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement or caused this Agreement to be executed as of the date appearing below their names.

ATTEST:

TOWNSHIP OF HARRISON

_____

Diane Malloy, RMC, Municipal Clerk
Date: _____

_____

Louis Manzo, Mayor

ATTEST:

DIOCESAN HOUSING SERVICES CORPORATION OF THE DIOCESE OF CAMDEN, INC.

_____

, Corporate Secretary
Date: _____

_____

Curtis Johnson, Executive Director

APPENDIX I

SPENDING PLAN

INTRODUCTION

The Township of Harrison, Gloucester County received first round substantive certification from the Council on Affordable Housing ("COAH") on October 3, 1990 and a second round Judgment of Compliance and Repose from Superior Court on June 27, 2001. Harrison submitted a third round Housing Element and Fair Share Plan to COAH on December 31, 2008 in accordance with *N.J.S.A.* 40:55D-28b(3), the Fair Housing Act and the regulations of COAH. COAH did not certify the Township's third round plan before October 8, 2010 when the Appellate Division decision was issued invalidating the 2008 third round rules (*N.J.A.C.* 5:97). This Spending Plan has been prepared as part of a 2016 Settlement Agreement between Harrison Township and the Fair Share Housing Center (hereinafter "FSHC"). FSHC is an interested party in the Township's third round Declaratory Judgement filing, which was submitted to the Superior Court on July 7, 2015 as required by the March 10, 2015 Supreme Court decision known as *Mt. Laurel IV*.

A development fee ordinance creating a dedicated revenue source for affordable housing was first adopted on January 27, 2001 and approved by the Superior Court on June 27, 2001, then amended on December 7, 2009 and approved by COAH on March 12, 2010. The ordinance establishes the Township's affordable housing trust fund for which this spending plan is prepared, and sets development fees set at 1.5% and 2.5% of equalized assessed property value for residential development and non-residential development, respectively.

Harrison Township adopted a revised third round spending plan on March 24, 2011, which received COAH approval on March 30, 2011. Additionally, the Township adopted an Amended Spending Plan on February 19, 2014 in order to expend money from the affordable housing trust fund on the Mullica West affordable housing site. However, it was determined that the Township's expenditure on this project was consistent with the 2011 approved spending plan.

As of June 30 2016, Harrison Township collected a total of $2,849,381 in development fees, payments in lieu of construction, interest, and other income. It has spent a total of $2,458,529 leaving a balance of $462,107.83. All development fees, payments in lieu of constructing affordable units on site, "other" income, and interest generated by the fees are deposited in three separate interest-bearing accounts dedicated toward the creation of affordable housing. These funds shall be spent in accordance with *N.J.A.C.* 5:93-8.16, as described in the sections that follow.

This updated spending plan is submitted to the Superior Court of New Jersey for approval to expend Affordable Housing Trust Fund monies on the Mullica West Phase II new construction, Pacilli/Vasalli inclusionary development, and the municipally owned Cedar-Breakneck Road site, which the Township may consider for additional age-restricted affordable housing. Additionally, the Township will expend funds on affordability assistance, including expenditures to create very-low income units or to render existing units more affordable, and toward administrative expenses.

REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of third round Judgement of Repose, Harrison Township considered the following:

(a) Development fees: $1,022,000

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

(b) Payment in lieu (PIL): $0

Actual and committed payments in lieu of construction from developers. The Township has no anticipated payments in lieu of construction.

(c) Other funding sources: $0

Harrison Township has not previously collected funds from other sources, and does not anticipate future funds from this category 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: $14,700

Based on interest earned in recent years and projected rates of development fee revenue, Harrison Township anticipates collecting $14,700 in interest through 2025.

Source of Funds – Housing Trust Fund 2016 through 2025

Year Source of Funds	2015	July-Dec 2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2016-2025 Total
Projected Residential Development	$462,108 Starting Balance (June 2016)	$40k	$100k	$90k	$90k	$70k	$100k	$80k	$50k	$60k	$80k	$760k
Projected Non-Residential Development		$24k	$66k	$65k	$10k	$2k	$25k	$40k	$20k	$5k	$5k	$262k
Interest		$1k	$1.5k	$1.5k	$1k	$1k	$1.2k	$2k	$2k	$1.5k	$2k	$14.7k
Total		***$65k***	***$167.5k***	***$156.5k***	***$101k***	***$73k***	***$126.2k***	***$122k***	***$72k***	***$66.5k***	***$87k***	***$1.036.7M***

Harrison Township projects a total of $1,036,700 in revenue to be collected between the remainder of 2016 through 2025, from residential and non-residential development fees and accrued interest. Development fees are projected based on historic development fee receipts, and expected and approved developments. The Township's development fee revenues have ranged over the years, exceeding $200,000 in some years and being less than $100,000 other years.

ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by Harrison Township:

(a) Collection of development fee revenues:

All collection of development fee revenues will be consistent with local regulations which follow COAH administrative models for both residential and non-residential developments and in accordance with *N.J.S.A.* 40:55D-8.1 through 8.7.

(b) Distribution of development fee revenues:

The Planning Board adopts and forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this spending plan. The governing body reviews the request for consistency with the spending plan and adopts the recommendation by resolution.

The release of funds requires the adoption of the governing body resolution. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation

Harrison Township does not have a rehabilitation obligation for the period of Judgement of Repose. As such, the Township does not anticipate expenditure on a rehabilitation program.

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

Harrison Township is required to spend a minimum of 30 percent of development fee revenue to render existing affordable units more affordable and at least one-third of that amount must be dedicated to very low-income households or to create very-low income units (i.e. households earning less than 30 percent of the regional median income). The actual affordability assistance minimums are calculated on an ongoing basis in COAH's on-line monitoring system known as the CTM system based on actual revenues.

Projected minimum affordability assistance requirement

Actual development fees since 7/17/2008		$1,258,675
Actual interest earned since 7/17/2008	+	$96,506
Development fees projected 2015-2025	+	$1,022,000
Interest projected 2015-2025	+	$14,700
Total	**=**	**$2,391,881**
30 percent requirement	x 0.30 =	$717,564
Less Affordability assistance expenditures to date	-	$0
PROJECTED MINIMUM Affordability Assistance Requirement	=	***$717,564***
PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement	÷ 3 =	***$0***

Based on fees and interest collected to date, and projected revenues, Harrison Township must dedicate at least $717,564 from the affordable housing trust fund to render units more affordable, including $239,188 to render units more affordable to households earning 30 percent or less of median income by region. It may use a variety of vehicles to do this, including but not limited to the following:

- Down-payment assistance;
- Rental assistance;
- Security deposit assistance;
- Low interest loans;
- Assistance with homeowners association or condominium fees and special assessments; and/or
- Converting low-income units to very-low-income units or creating new very-low income units, etc.

(c) New construction project(s): $561,243

The Township anticipates spending approximately $561,243 to subsidize the construction and improvement of the Mullica West, Pacilli/Vassali, and Cedar-Breakneck Road affordable housing sites.

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

Harrison Township may use affordable housing trust fund revenue for related administrative costs up to a 20 percent limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis in the CTM system based on actual revenues.

Projected Administrative Expenses

Development fees/interest collected to date		$2,849,381
Payment-in-lieu of construction through July 17, 2008	+	$375,000
Development fees projected 2016-2025	+	$1,022,000
Interest projected 2016-2025	+	$14,700
Total	=	**$4,261,081**
20 percent maximum permitted administrative expenses	x 0.20 =	$852,216
Less administrative expenditures through 12/31/15	–	$283,524
Projected allowed administrative expenditures	=	***$568,692***

Harrison Township projects that $568,692 may be available from the affordable housing trust fund to be used for administrative purposes. It does not expect to spend the full amount. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

- Township Attorney, Engineer, and Planner fees related to plan preparation and implementation, and to obtaining Judgment of Compliance and Repose;
- Administration fees related to rehabilitation, extension of expiring controls, and municipally sponsored construction programs;
- Affirmative Marketing;
- Income qualification of households; and
- Administration of Township's Affordable Housing Units.

EXPENDITURE SCHEDULE

Harrison Township intends to use affordable housing trust fund revenues for the affordability assistance, including the creation of very-low income units and making existing units more affordable. It may also expend funds toward Mullica West, Pacilli/Vasalli, and the potential Cedar-Breakneck Road age-restricted 100% site. Where applicable, the funding schedule below will parallel the implementation schedule to be set forth in the Housing Element and Fair Share Plan and is summarized as follows.

Projected Expenditure Schedule 2016 Through 2025

Program	Units/ Bedrooms	2016-2017	2018-2019	2020-2021	2022-2023	2024-2025	Total
Affordability Assistance		**$143.5k**	**$143.5k**	**$143.5k**	**$143.5k**	**$143.5k**	**$717.6k**
New Construction		**$200k**	**$360k**				**$560k**
Mullica West	48	$200k	$0	$0	$0	$0	$200k
Pacilli/Vasalli	24		$160k				$160k
Cedar-Breakneck Road Age Restricted	75		$200k				$200k
Administration		**$60k**	**$40k**	**$40k**	**$40k**	**$40k**	**$220k**
TOTAL		***$203.5k***	***$183.5k***	***$183.5k***	***$183.5k***	***$183.5***	***$937.5k***

EXCESS OR SHORTFALL OF FUNDS

Pursuant to the Township's COAH-certified Housing Element and Fair Share Plan, the governing body of Harrison Township previously adopted a Resolution of Intent to Bond. To the extent that the resolution must be amended, the Township will adopt a resolution agreeing to fund any shortfall of funds required for implementing the affordability assistance and new construction programs. In the event that a shortfall of anticipated revenues occurs, Harrison Township may bond to satisfy the gap in funding.

A copy of the resolution will be submitted as part of the full and final adopted third round fair share plan.

SUMMARY

The Township of Harrison 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 2016 Amended Third Round Housing Plan Element and Fair Share Plan. Harrison had a balance of $462,108 as of June 2016 and anticipates an additional $1,022,000 in revenues before the expiration of a Third Round Judgement of Repose for a total of $1,498,808.

The Township may expend up to $568,692 of trust funds on administrative costs during the period of repose, but it anticipates spending no more than $210,000 for administrative functions. At this time, the Township estimates that approximately $717,564 of trust fund money will be spent to create very-low income units, and to make units more affordable. Additionally, approximately $561,243 of additional funds will be expended toward the creation of affordable housing at the Mullica West, Pacilli/Vasalli, and Cedar-Breakneck Road sites. Any shortfall of funds will be offset by outside funding sources to the degree feasible, and, if necessary, the Township will invoke its resolution of intent to bond.

Spending Plan Summary

Revenues	
Balance as of June, 2016	$462,108
Projected Revenue from 2016 through 2025	$1,036,700
1. Development fees	+ $1,022,000
2. Payments in lieu of construction	+ $0
3. Other funds	+ $0
Interest	+ $14,700
Total Projected Balance	= ***$1,498,808***
Expenditures	
Funds used for Rehabilitation	- $0
Affordability Assistance	- $717,564
New Construction	- $561,243
Administration	- $220,000
Total Projected Expenditures	= ***$1,497,564***

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ORDINANCE NO. 36-2009

AN ORDINANCE OF THE TOWNSHIP OF HARRISON, COUNTY OF GLOUCESTER AND STATE OF NEW JERSEY AMENDING THE AFFORDABLE HOUSING DEVELOPMENT FEE PROVISIONS OF CHAPTER 110 "FEES" OF THE TOWNSHIP CODE

BE IT ORDAINED by the Township Committee of the Township of Harrison, in Gloucester County, New Jersey, that the "Code of the Township of Harrison" ("Code") is hereby amended as follows:

Section 1. Article III "COAH Fees" of Chapter 110 "Fees" Repealed and Replaced. Article III "COAH Fees" of Chapter 110 "Fees" of the Code is hereby deleted in its entirety and replaced with a new Article III "Affordable Housing Development Fees," which shall read as follows:

ARTICLE III. AFFORDABLE HOUSING DEVELOPMENT FEES

10-17. Development Fees.

a. Purpose.

1. In Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the "Act"), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.

2. Pursuant to P.L.2008, c.46 section 8 (N.J.S.A. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from non-residential development.

3. This ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L.2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This ordinance shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.

b. Basic Requirements.

1. This ordinance shall not be effective until approved by COAH pursuant to *N.J.A.C.* 5:96-5.1.

2. The Township shall not spend development fees until COAH has approved a plan for spending such fees in conformance with *N.J.A.C.* 5:97-8.10 and *N.J.A.C.* 5:96-5.3.

c. Definitions.

1. As used herein, the following terms shall have the following meanings:

(a) "Affordable housing development" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

(b) "COAH" or the "Council" means the New Jersey Council on Affordable Housing established under the Act that has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning considerations in the State.

(c) "Development fee" means money paid by a developer for the improvement of property as permitted in *N.J.A.C.* 5:97-8.3.

(d) "Developer" means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

(e) "Equalized assessed value" means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (N.J.S.A. 54:1-35a through N.J.S.A. 54:1-35c).

(f) "Green building strategies" means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

d. Residential Development Fees.

1. Imposed fees.

(a) Within all zoning districts, residential developers, except for developers of the types of development specifically exempted below, shall pay a residential development fee of one and one-half percent (1.5%) of the equalized assessed value of land and improvements, provided no increased density is permitted.

(b) When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers shall be required to pay a development fee of one and one-half percent (1.5%) of the equalized assessed value of the initial "by-right" number of units and six percent (6.0%) of the equalized assessed value for each additional unit that may be realized. However, 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 shall equal one and a half percent (1.5%) of the equalized assessed value on the first two units, and six percent (6.0%) 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.

2. 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 a payment in lieu of on-site construction of affordable units shall be exempt from development fees.

(b) Developments that have received preliminary or final site plan approval prior to the adoption of the Township's first development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building 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.

(1) A change to a more intense use shall include, but not be limited to, the conversion of unfinished basement, attic and/or garage spaces to habitable space.

(2) *Exemption.* Any change to a more intense use, replacement or expansion of an existing structure that does not result in an increase to the equalized assessed value of the improved structure by greater than $19,999 shall be exempt from the development fee requirements of this Section.

(3) *Exemption.* Developers of residential structures demolished and replaced with a substantially similar residence, as a result of an accidental fire or natural disaster, shall be exempt from paying a development fee.

e. Non-Residential Development Fees.

1. Imposed fees.

(a) Pursuant to the provisions of P.L. 2008, c. 46, within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half percent (2.5%) of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

(b) Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half percent (2.5%) of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

(c) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and one-half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, *i.e.* land and improvement, at the time the 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.

2. 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 the two and one-half percent (2.5%) development fee, unless otherwise exempted below.

(b) The two and one-half percent (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 P.L. 2008, c. 46, as said statute may from time to time be amended, and as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption Form." Any exemption claimed by a developer shall be substantiated by that developer.

(d) A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L. 2008, c. 46 shall be subject to it at such time 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.

(e) If a property which 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 Township as a lien against the real property of the owner.

f. Collection Procedures.

1. Upon the granting of a preliminary, final or other applicable approval for a development, the appropriate approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.

2. For non-residential developments, the developer shall be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" for completion. The developer shall complete fully Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the developer. The Township Tax Assessor shall then verify any exemptions claimed and prepare estimated and final assessments in accordance with the instructions provided on Form N-RDF.

3. For all development:

(a) The construction official responsible for the issuance of a building permit shall notify the Township Tax Assessor of the issuance of the first building permit for a development that is subject to a development fee.

(b) Within 90 days of receipt of said notice, the Township Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

(c) The construction official responsible for the issuance of a final certificate of occupancy shall notify the Township Tax Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

(d) Within 10 business days of a request for the scheduling of a final inspection, the Township Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

(e) Should the Township 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 subsection b. of section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).

4. Payment of development fees. Fifty (50%) percent of the estimated development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be assessed and collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying any difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.

5. Appeal of development fees.

(a) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by the Township. 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, N.J.S.A. 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.

(b) 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 Township. 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, N.J.S.A. 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. The Township shall create and/or continue to maintain a separate, interest-bearing affordable housing trust fund that is maintained by the Township Chief Financial Officer 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 Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

(a) Payments in lieu of on-site construction of affordable units.

(b) Developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible.

(c) Rental income from municipally operated units.

(d) Repayments from affordable housing program loans.

(e) Recapture funds.

(f) Proceeds from the sale of affordable units.

(g) Any other funds collected in connection with the Township's affordable housing program.

3. Within seven days from the opening of the trust fund account, the Township shall provide COAH with written authorization, in the form of a three-party escrow agreement between the Township, the bank, and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).

4. All interest accrued in the affordable housing trust fund shall only be used on eligible affordable housing activities approved by COAH.

h. Use Of Funds.

1. The expenditure of all funds shall conform to a spending plan approved by COAH. Funds deposited in the affordable housing trust fund may be used for any activity approved by COAH to address the Township's 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, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, 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, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.

2 Funds shall not be expended to reimburse the Township for past housing activities.

3 At least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the Township's Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of median income by region.

(a) 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, and assistance with emergency repairs.

(b) Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate income units in the Township's Fair Share Plan to make them affordable to households earning 30 percent or less of median income.

(c) Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

4 The Township may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the

requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.

5 No more than 20 percent of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for Township employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

i. Monitoring. The Township shall complete and return to COAH all monitoring forms included in monitoring requirements related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Township's affordable housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH. All monitoring reports shall be completed on forms designed by COAH.

j. Ongoing Collection Of Fees. The Township's ability to impose, collect and expend development fees shall expire with its substantive certification unless the Township has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification, and has received COAH's approval of its development fee ordinance. If the Township fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification, 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 (N.J.S.A. 52:27D-320). The Township shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall the Township retroactively impose a development fee on such a development. The Township shall not expend development fees after the expiration of its substantive certification or judgment of compliance.

Section 2. NRDF Provisions. This ordinance and the provisions set forth in Section 1 above is being adopted in accordance with the policies, procedures and requirements of the New Jersey Council on Affordable Housing. Pursuant to COAH's requirements for approval of a municipal development fee ordinance and the model ordinance promulgated by COAH, the Township is required to, and has, included provisions for the assessment and collection of non-

residential development fees ("NRDF"). Notwithstanding the inclusion of such provisions as required by COAH, the Township notes and acknowledges the following legislative enactments that impact upon the collection of the NRDF:

A. Sections 32 through 38 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.1 through 40:55D-8.7), known as the "Statewide Non-residential Development Fee Act," preempts and voids any provision of a local ordinance which imposes a fee for the development of affordable housing upon a developer of non-residential property, including any and all development fee ordinances adopted in accordance with any regulations of the Council on Affordable Housing. [*see* N.J.S.A. 40:55D-8.7a].

B. Sections 36 through 41 of P.L. 2009, c. 90, known as the "Economic Stimulus Act of 2009," in relevant part, suspends the NRDF imposed by the Statewide Non-residential Development Fee Act, and in particular, provides that the imposition of such fee upon the developer of non-residential property shall not apply to non-residential property for which preliminary or final site plan approval, or capital project review pursuant to N.J.S.A. 40:55D-31, was obtained prior to July 1, 2010, provided that a permit for the construction of the building has been issued by the local enforcing agency prior to January 1, 2013.

C. As such, the Township shall continue to assess and collect any NRDF in accordance with all applicable laws.

Section 3. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed.

Section 4. Severability. If any portion of this ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the ordinance actually invalidated and shall not be deemed to affect the operation of any other portion thereof.

Section 5. Effective Date. This ordinance shall take effect upon its approval by the New Jersey Council on Affordable Housing pursuant to *N.J.A.C.* 5:96-5.1, and its passage and publication, as required by law.

INTRODUCED: November 16, 2009
ADOPTED:

TOWNSHIP OF HARRISON

LOUIS F. MANZO, MAYOR

ATTEST:

DIANE L. MALLOY, ACTING MUNICIPAL CLERK

ROLL CALL VOTE				
COMMITTEE MEMBER	AYES	NAYS	ABSTAIN	ABSENT
Clowney	✓			
Heim	✓			
Manzo	✓			
Trunk	✓			
Woods	✓			

NOTICE

The Ordinance published herein was introduced and passed upon first reading at a meeting of the Township Committee of the Township of Harrison, in the County of Gloucester and State of New Jersey, held on the 16th day of November, 2009. It will be further considered for final passage, after public hearing thereon, at a meeting of the Township Committee to be held at the Harrison Township Municipal Building, 114 Bridgeton Pike, Mullica Hill, New Jersey, on December 7, 2009, at 7:30 p.m. During the week prior and up to and including the date of such meeting, copies of said ordinance will be made available at the Township Clerk's Office at the Municipal Building, 114 Bridgeton Pike, in the Township, to the members of the general public who shall request same.

DIANE L. MALLOY
ACTING MUNICIPAL CLERK

APPENDIX J

DRAFT AFFORDABLE HOUSING ORDINANCE

TOWNSHIP OF HARRISON
COUNTY OF GLOUCESTER

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWNSHIP OF HARRISON, COUNTY OF GLOUCESTER AND STATE OF NEW JERSEY AMENDING CHAPTER 67 "AFFORDABLE HOUSING" OF THE CODE OF THE TOWNSHIP OF HARRISON TO ADDRESS THE REQUIREMENTS OF THE NJ SUPERIOR COURT

WHEREAS, the New Jersey Council on Affordable Housing ("COAH") has promulgated rules, set forth at N.J.A.C. 5:93 and 5:91, concerning the substantive and procedural requirements for obtaining third round substantive certification of the Township's Housing Element and Fair Share Plan; and

WHEREAS, on March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mt. Laurel trial judges within the Superior Court; and

WHEREAS, on July 7, 2015, the Township submitted a Declaratory Judgment Action to NJ Superior Court; and

WHEREAS, on _____, 2016, the Township adopted a revised third round Housing Element and Fair Share Plan; and

WHEREAS, on _____, 2016, the NJ Superior Court granted the Township a preliminary Judgment of Compliance and Repose for the third round; and

WHEREAS, as part of its review and grant of the Township's petition for a Judgment of Compliance and Repose, the Superior Court requires that the Township's affordable housing ordinances be updated and brought into compliance with its current rules.

NOW THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Harrison, County of Gloucester and State of New Jersey, that the "Code of the Township of Harrison" ("Code") is hereby amended as follows:

Section 1. Chapter 67, entitled "Affordable Housing," Deleted and Replaced. Chapter 67 "Affordable Housing" of the Code is hereby deleted in its entirety and replaced with a new Chapter 67 "Affordable Housing," which shall read as follows:

Chapter 67
AFFORDABLE HOUSING

ARTICLE I
General Provisions

§ 67-1. Affordable Housing Obligation.

A. This section of the Township Code sets forth regulations regarding the low and moderate income housing units in the Township consistent with the provisions known as the "Substantive Rules of the New Jersey Council on Affordable Housing", N.J.A.C. 5:93 et seq., the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et seq., and the Township's constitutional obligation to provide a fair share of affordable housing for low and moderate income households. In addition, this section applies requirements for very low income housing as established in P.L. 2008, c.46 (the "Roberts Bill").

B. This Ordinance is intended to assure that very-low, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very-low, low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.

C. The Harrison Township Joint Land Use Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Plan has also been endorsed by the Township Committee of the Township of Harrison. The Fair Share Plan describes the ways the Township shall address its fair share for low- and moderate-income housing as determined by the Superior Court and documented in the Housing Element.

D. This Ordinance implements and incorporates the Fair Share Plan and addresses the requirements of N.J.A.C. 5:93, as may be amended and supplemented.

E. The Township shall file monitoring reports with the Superior Court and place the reports on its municipal website. Any plan evaluation report of the Housing Element and Fair Share Plan and monitoring prepared by the Special Master in accordance with N.J.A.C. 5:91 shall be available to the public at the Harrison Township Municipal Building, 23-A North Main Street, Harrison, New Jersey.

§ 67-2. Definitions. As used herein the following terms shall have the following meanings:

"Accessory apartment" means a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

"Act" means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.).

"Adaptable" means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

"Administrative agent" means the entity responsible for the administration of affordable units in accordance with this ordinance, N.J.A.C. 5:91N.J.A.C. 5:93 and N.J.A.C. 5:80-26.1 et seq.

"Affirmative marketing" means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

"Affordability average" means the average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

"Affordable" means, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:93-7.4; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

"Affordable development" means a housing development all or a portion of which consists of restricted units.

"Affordable housing development" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

"Affordable housing program(s)" means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

"Affordable unit" means a housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:93, and/or funded through an affordable housing trust fund.

"Agency" means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

"Age-restricted unit" means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80% of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

"Alternative living arrangement" means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangement includes, but is not limited to: transitional facilities for the

homeless, Class A, B, C,D, and E boarding homes as regulated by the New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

"Assisted living residence" means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

"Certified household" means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

"COAH" means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

"DCA" means the State of New Jersey Department of Community Affairs.

"Deficient housing unit" means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

"Developer" means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

"Development" means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

"Fair Share Plan" means the plan that describes the mechanisms, strategies and the funding sources, if any, by which the Township proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of N.J.A.C. 5:93-5.

"Housing Element" means the portion of the Township's Master Plan, required by the Municipal Land Use Law ("MLUL"), N.J.S.A. 40:55D-28b(3) and the Act, that includes the information required by N.J.A.C. 5:93-5.1 and establishes the Township's fair share obligation.

"Inclusionary development" means a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

"Low-income household" means a household with a total gross annual household income equal to 50% or less of the median household income.

"Low-income unit" means a restricted unit that is affordable to a low-income household.

"Major system" means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

"Market-rate units" means housing not restricted to low- and moderate-income households that may sell or rent at any price.

"Median income" means the median income by household size for the applicable county, as adopted annually by COAH or approved by the NJ Superior Court.

"Moderate-income household" means a household with a total gross annual household income in excess of 50% but less than 80% of the median household income.

"Moderate-income unit" means a restricted unit that is affordable to a moderate-income household.

"Non-exempt sale" means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the 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; 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.

"Random selection process" means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

"Regional asset limit" means the maximum housing value in each housing region affordable to a four-person household with an income at 80% of the regional median as defined by adopted/approved Regional Income Limits.

"Rehabilitation" means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

"Rent" means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in

accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

"Restricted unit" means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

"Special master" means an expert appointed by a judge to make sure that judicial orders are followed. A master's function is essentially investigative, compiling evidence or documents to inform some future action by the court.

"UHAC" means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

"Very low-income household" means a household with a total gross annual household income equal to 30% or less of the median household income.

"Very low-income unit" means a restricted unit that is affordable to a very low-income household.

"Weatherization" means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

§ 67-3. New Construction. The following requirements shall apply to all new or planned developments that contain low- and moderate- income housing units.

A. Phasing. Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following phasing schedule for low and moderate income units whether developed in a single phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate- Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

B. Design. In inclusionary developments, to the extent possible, low- and moderate- income units shall be integrated with the market units.

C. Payments-in-lieu and off-site construction. The standards for the collection of payments-in-lieu of constructing affordable units or standards for constructing affordable units off-site, shall be in accordance with *N.J.A.C.* 5:93-8.10 (c).

D. Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.

E. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

1. The fair share obligation 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.

2. In each affordable development, at least 50% of the restricted units within each bedroom distribution shall be low-income units.

3. Within rental developments, of the total number of affordable rental units, at least 13% shall be affordable to very low income households.

4. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

(a) The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total low- and moderate-income units;

(b) At least 30% of all low- and moderate-income units shall be two bedroom units;

(c) At least 20% of all low- and moderate-income units shall be three bedroom units; and

(d) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

5. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

F. Accessibility Requirements:

1. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

2. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have 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 on the first floor;

(d) An interior accessible route of travel shall not be required between stories within an individual unit;

(e) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

(f) An accessible entranceway as set forth at P.L. 2005, c. 350 (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 Township 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 Township of Harrison's 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 under paragraph (2) herein, shall be used by the Township for the sole purpose of making the adaptable entrance of any 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 a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the Township of Harrison.

(5) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet 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 Township of Harrison's affordable housing trust fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.

(6) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7.

G. Maximum Rents and Sales Prices.

1. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and by the Superior Court, utilizing the regional income limits established.

2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52% of median income.

3. 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.

   (a) At least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income.

4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an affordability average of 55% for 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.

5. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be met:

   (a) A studio or efficiency unit shall be affordable to a one-person household;

   (b) A one-bedroom unit shall be affordable to a one and one-half person household;

   (c) A two-bedroom unit shall be affordable to a three-person household;

   (d) A three-bedroom unit shall be affordable to a four and one-half person household; and

   (e) A four-bedroom unit shall be affordable to a six-person household.

6. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be met:

(a) A studio or efficiency unit shall be affordable to a one-person household;

(b) A one-bedroom unit shall be affordable to a one and one-half person household; and

(c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

7. 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% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

8. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

9. 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.

10. The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed 9% in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low-income housing tax credits.

11. 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 approved by DCA for its Section 8 program.

§ 67-4. Condominium and Homeowners Association Fees.

For any affordable housing unit that is part of a condominium association and/or homeowners association, the Master Deed shall reflect that the association fee assessed for each affordable housing unit shall be established at 100% of the market rate fee.

§ 67-5. Reserved.

§ 67-6. Reserved.

§ 67-7. Reserved.

§ 67-8. Reserved.

§ 67-9. Reserved.

ARTICLE II
Affordable Unit Controls and Requirements

§ 67-10. Purpose.

The requirements of this section apply to all developments that contain affordable housing units, including any currently unanticipated future developments that will provide low- and moderate- income housing units.

§ 67-11. Affirmative Marketing.

A. The Township shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.15, 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 also 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 COAH Housing Region 5 and covers the period of deed restriction.

C. The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 5, comprised of Burlington, Camden and Gloucester Counties.

D. The Administrative Agent designated by the Township shall assure the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan for the municipality.

E. In implementing the affirmative marketing plan, 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.

F. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.

G. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Township of Harrison.

§ 67-12. Occupancy Standards.

A. 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. Provide an occupant for each bedroom;

2. Provide children of different sex with separate bedrooms; and

3. Prevent more than two persons from occupying a single bedroom.

B. Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

§ 67-13. Selection of Occupants of Affordable Housing Units.

A. The administrative agent shall use a random selection process to select occupants of low- and moderate- income housing.

B. A waiting list of all eligible candidates will be maintained in accordance with the provisions of N.J.A.C. 5:80-26 *et seq*.

§ 67-14. 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. 5:80-26.5, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years.

B. Rehabilitated owner-occupied single family housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.

C. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

D. 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 restricted ownership units.

E. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

§ 67-15. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

A. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

B. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

C. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.

D. 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 capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

§ 67-16. Buyer Income Eligibility.

A. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80% of median income.

B. 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, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33% of the household's certified monthly income.

§ 67-17. Limitations on indebtedness secured by ownership unit; subordination.

A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.

B. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time 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.5:80-26.6(b).

§ 67-18. Control Periods for Restricted Rental Units.

A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, and each restricted rental unit shall remain subject to the controls on affordability for a period of at least 30 years.

B. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.

C. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Gloucester. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

D. A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:

1. Sublease or assignment of the lease of the unit;

2. Sale or other voluntary transfer of the ownership of the unit; or

3. The entry and enforcement of any judgment of foreclosure.

§ 67-19. Price Restrictions for Rental Units; Leases.

A. 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 provided to the Administrative Agent.

B. No additional fees 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.

C. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

§ 67-20. Tenant Income Eligibility.

A. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.

2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.

3. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.

B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a 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. 5:80-26.16, as may be amended and supplemented; 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 rent, and the proposed rent 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 rent in the past and has proven its ability to pay;

3. The household is currently in substandard or overcrowded living conditions;

4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

5. 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.

C. The applicant shall file documentation sufficient to establish the existence of the circumstances in (b)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

§ 67-21. Conversions.

Each housing unit created through the conversion of a non-residential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

§ 67-22. Reserved.

§ 67-23. Reserved.

§ 67-24. Reserved.

ARTICLE III
Administration

§ 67-25. Municipal Housing Liaison.

A. The position of Municipal Housing Liaison for the Township of Harrison is hereby established. The Municipal Housing Liaison shall be appointed by duly adopted resolution of the Township Committee and be subject to the approval by the Superior Court.

B. The Municipal Housing Liaison must be either a full-time or part-time employee of the Township of Harrison.

C. The Municipal Housing Liaison must meet the requirements for qualifications, including initial and periodic training found in N.J.A.C. 5:93.

D. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township of Harrison, including the following responsibilities which may not be contracted out to the Administrative Agent:

1. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;

2. The implementation of the Affirmative Marketing Plan and affordability controls.

3. When applicable, supervising any contracting Administrative Agent.

4. Monitoring the status of all restricted units in the Township of Harrison's Fair Share Plan;

5. Compiling, verifying and submitting annual reports as required by the Superior Court;

6. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and

7. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Superior Court.

§ 67-26. Administrative Agent.

A. The Township shall designate by resolution of the Township Committee, subject to the approval of the Superior Court, one or more Administrative Agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:93and UHAC.

B. An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Superior Court. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).

C The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Superior Court;

2. Affirmative Marketing;

3. Household Certification;

4. Affordability Controls;

5. Records retention;

6. Resale and re-rental;

7. Processing requests from unit owners; and

8. Enforcement, although the ultimate responsibility for retaining controls on the units rests with the municipality.

9. The Administrative Agent shall, as delegated by the Township Committee, have the authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

§ 67-27. 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 a low- or moderate-income 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 $500.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing 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 Township of Harrison 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 low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.

2. 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- and moderate-income unit.

C. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income 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.

D. 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- and 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 and to the 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, if any, 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.

E. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same 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.

F. 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 low- and moderate-income 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 low- and moderate-income 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 which would have been realized from an actual sale as previously described.

G. Failure of the low- and 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 which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

H. The 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.

§ 67-28. Appeals. Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the Township.

Section 2. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 3. Severability. Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any Court of competent jurisdiction that any such portion of this

Ordinance is un-Constitutional, void or ineffective for any cause or reason, shall not affect any other portion of this Ordinance.

Section 4. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Committee of the Township of Harrison, in the County of Gloucester, State of New Jersey, held on _____, 2016. It will be further considered for final passage, after public hearing thereon, at a meeting of the Township Committee to be held in the meeting room of the Harrison Township Municipal Building, 114 Bridgeton Pike, Mullica Hill, NJ 08062, in the Township of Harrison on _____, 2016 at 7:00 p.m., and during the week prior and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerk's Office to the members of the general public who shall request the same.

_____

Diane Malloy, R.M.C., Clerk

APPENDIX K

MUNICIPAL HOUSING LIAISON DOCUMENTATION

RESOLUTION NO. 118-2014

A RESOLUTION OF THE MAYOR AND TOWNSHIP COMMITTEE APPOINTING A MUNICIPAL HOUSING LIAISON FOR THE REMAINDER OF THE YEAR 2014

WHEREAS, there is a need for the appointment of a Municipal Housing Liaison for the Township of Harrison; and

WHEREAS, the said appointment shall be from the membership of the Township Committee.

WHEREAS, Susanne Rhudy is retiring from said position May 31, 2014;

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Harrison, in the County of Gloucester, that Cyndi Quast, resident and Township Committee member of the Township of Harrison Committee, is hereby appointed as Municipal Housing Liaison for the Township of Harrison for the remainder of the year 2014 effective June 1, 2014.

ADOPTED at a Regular Business Meeting of the Township of Harrison, in the County of Gloucester held May 19, 2014.

TOWNSHIP OF HARRISON
COUNTY OF GLOUCESTER

Louis Manzo, Mayor

ATTEST:

Diane Malloy, Municipal Clerk

(TOWNSHIP SEAL)

ROLL CALL VOTE: AYES 4 NAYS 0 ABSTAIN 0 ABSENT 1