

HOUSING ELEMENT AND FAIR SHARE PLAN

TOWNSHIP OF MANTUA | GLOUCESTER COUNTY, NEW JERSEY

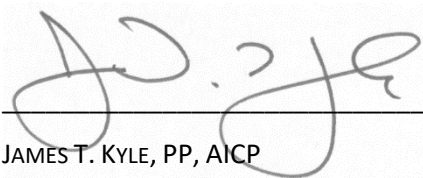
MARCH 8, 2023

FAIR SHARE PLAN

ADOPTED BY THE LAND USE BOARD _____

ENDORSED BY THE TOWNSHIP COMMITTEE _____

PREPARED BY:

A handwritten signature in black ink, appearing to read 'J.T. Kyle', is written over a horizontal line.

JAMES T. KYLE, PP, AICP

NEW JERSEY PROFESSIONAL PLANNER LICENSE 5667

KYLE McMANUS ASSOCIATES

A SIGNED AND SEALED ORIGINAL IS ON FILE WITH THE TOWNSHIP CLERK

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TABLE OF CONTENTS

INTRODUCTION & EXECUTIVE SUMMARY.....	1
Affordable Housing in New Jersey	3
Activity From 1987 - 1993.....	3
Activity From 1999 - 2011.....	3
Activity from 2011 to the Present.....	5
The Compliance Process	6
Affordability Requirements	7
Affordable Housing in Mantua Township.....	8
Consideration of Land Most Appropriate for Affordable Housing.....	9
Mantua’s Affordable Housing Obligation	9
Rehabilitation Obligation	9
Prior Round Obligation	10
Third Round Obligation	10
Satisfaction of the Affordable Housing Obligation.....	10
Satisfaction of the Rehabilitation Obligation.....	10
Villages at Berkley	11
Maplewood Village	11
Cedar Grove	11
Royal Oaks (USDA)	11
Royal Oaks (CIS)	12
Group Homes	12
Evergreen Rest Home	12
Villages at Berkley	13
Hausman Bus (White Oaks)	13
Royal Oaks (CIS)	13
Villages at Berkley (completed extension of expiring controls)	14
Villages at Berkley (proposed extension of expiring controls)	14

Route 55 Redevelopment Area (Mangel Tract)	14
Group Home Bedrooms (proposed)	15
Affordable Housing Administration & Affirmative Marketing	16
Affordable Housing Trust Fund.....	17
COST GENERATION	18
requirements of the Settlement Agreement with FSHC	18

APPENDICES

- | | |
|--|---|
| 1. FSHC Settlement Agreement | 14. Proposed Mandatory Setaside Ordinance |
| 2. Land Use Board Resolution (to be added after adoption) | 15. Proposed Affordable Housing Ordinance |
| 3. Governing Body Resolution (to be added after adoption) | 16. Proposed Development Fee Ordinance |
| 4. Housing Plan Element | 17. Affirmative Marketing Plan and Resolution |
| 5. Villages at Berkley Crediting Documentation | 18. Municipal Housing Liaison Resolution |
| 6. Maplewood Crediting Documentation | 19. Spending Plan |
| 7. Cedar Grove Crediting Documentation | 20. Resolution of Intent to Fund Shortfall |
| 8. Royal Oaks (USDA) Crediting Documentation | 21. County Rehabilitation Program Manual |
| 9. Royal Oaks (CIS) Crediting Documentation | 22. Draft Township Rental Rehabilitation Program Manual |
| 10. Group Homes Crediting Documentation | 23. Affordability Assistance Manual |
| 11. Evergreen Rest Home Crediting Documentation | 24. Route 55 Redevelopment Plan Amendment |
| 12. Hausman Bus (White Oaks) Crediting Documentation | 25. RFQ for Supportive Housing |
| 13. Villages at Berkley Extension of Expiring Controls Crediting Documentation | |

INTRODUCTION & EXECUTIVE SUMMARY

Since the 1975 New Jersey Supreme Court decision known as “Mount Laurel I”, New Jersey municipalities have had a constitutional obligation to provide opportunities for their fair share of the region’s low and moderate income housing units. This 1975 decision led to a body of case law, legislative changes and rulemaking by the Council on Affordable Housing that collectively is now referred to as the “Mount Laurel doctrine”. Through these actions, New Jersey municipalities have been assigned a specific number of affordable housing units that must be created or planned for in order to have “satisfied” their constitutional obligation, commonly referred to as their affordable housing obligation. The purpose of this Housing Element and Fair Share Plan (hereinafter the “Plan”) is to present how the Township of Mantua will satisfy its constitutional obligation.

Affordable housing in New Jersey is defined as housing units which are reserved for households with incomes not more than 80% of the regional median income. Each affordable unit, with limited exceptions, must remain reserved for low and moderate income households for 30 years, typically enforced by a 30 year deed restriction. Each affordable unit is eligible for one “credit” against the obligation and certain units are eligible for “bonus credits”, which provide more than one credit per unit. In addition to providing the minimum number of credits, municipalities must ensure diversity in the level of affordability – meaning units affordable to very low, low and moderate income persons and families – and diversity in the size of affordable units – meaning one, two and three bedroom units.

Participation in this process and satisfaction of the affordable housing obligation can be achieved voluntarily or involuntarily, however voluntary compliance is heavily incentivized. Municipalities that do not successfully participate may be vulnerable to “builder’s remedy” litigation. A builder’s remedy is a litigation tool that potentially grants a developer the right to build what is typically a multi-family project on land that was not zoned to permit such use or density provided a “substantial” percentage of the units are reserved for low and moderate income households. Mantua seeks to avoid this possibility and has already taken substantial steps to do so.

This Plan supersedes all previously adopted housing plans and has been prepared pursuant to a June 13, 2022 Settlement Agreement between the Township of Mantua and Fair Share Housing Center (hereinafter “FSHC”) which set forth the Township’s affordable housing obligation and a preliminary summary of how it would be satisfied. FSHC is an interested party in the Township’s Declaratory Judgment filed in Superior Court on June 13, 2019 as permitted by the March 10, 2015 NJ Supreme Court decision known as “Mount Laurel IV.” This Supreme Court decision rendered COAH “moribund” and created a transitional process for municipalities to seek compliance through the State’s trial courts as opposed to the Council on Affordable Housing (“COAH”) to determine their affordable housing obligation and to seek approval of its Plan to satisfy that obligation. This Plan will serve as the foundation for the Township’s application to Superior Court for that approval, referred to as a Judgment of Compliance and Order of Repose.

As detailed in this Housing Plan, the Township – like all New Jersey municipalities – has three components of its affordable housing obligation which include:

- **Rehabilitation Obligation:** 63 units

The rehabilitation obligation can be defined as an estimate of the number of deteriorated housing units existing in Mantua that are occupied by low- and moderate-income households.

- **Prior Round Obligation:** 292 units
The Prior Round obligation can be defined as the cumulative 1987 through 1999 new construction affordable housing obligation.
- **Third Round Obligation:** 423 units
The Third Round obligation can be defined as the cumulative 1999 through 2025 new construction affordable housing obligation.

This Plan satisfies the Township's affordable housing obligation using the following mechanisms:

- **Rehabilitation Obligation:** The Township will continue to participate in the County's rehabilitation program but will also offer a municipal program to address rental units, as the County's program is for owner-occupied units only.
- **Prior Round Obligation:** This obligation is met with a variety of for-sale, age-restricted, supportive housing and family rental units totaling 219 completed units and 73 rental bonus credits.
- **Third Round Obligation:** This obligation will be satisfied with completed for-sale and rental units, extension of expiring controls, new group home bedrooms to be subsidized by the affordable housing trust fund and amendment of the Route 55 Redevelopment Plan to permit inclusionary development.

Adoption of this Housing Element and Fair Share Plan and complete implementation of the mechanisms described above to meet the affordable housing obligation will yield a Judgment of Compliance and Order of Repose from Superior Court and protect the Township from builder's remedy litigation through July 2025, the maximum time available.

AFFORDABLE HOUSING IN NEW JERSEY

In its landmark 1975 decision, now referred to as “Mount Laurel I”, the NJ Supreme Court ruled that developing municipalities have a constitutional obligation to provide variety and choice of housing types affordable to low and moderate income households. In its 1983 “Mount Laurel II” decision, the NJ Supreme Court extended the regional fair share obligation to all municipalities with any “growth area” as designated in the State Development Guide Plan (NJDCG 1978) and determined that each municipality would have to establish its fair share obligation and provide zoning mechanisms to create a realistic opportunity for fulfillment of that fair share obligation. Mount Laurel II also gave developers, under appropriate circumstances, the opportunity to secure a builder’s remedy.

In 1985, the Legislature enacted the Fair Housing Act in response to Mount Laurel II. The Fair Housing Act created the Council on Affordable Housing (hereinafter “COAH”) and an administrative alternative to compliance achieved through a court proceeding. The Legislature conferred “primary jurisdiction” on COAH and charged the agency with promulgating regulations to establish housing regions, to estimate the state’s low- and moderate-income housing needs, set criteria and guidelines for municipalities to determine and satisfy their affordable housing obligation and to create a process for the review and approval of housing elements and fair share plans. Approval of a municipal housing element and fair share plan by COAH is referred to as “substantive certification” and it provides protection from exclusionary zoning litigation during the time period which the housing element and fair share plan addresses (i.e. the round).

Activity From 1987 - 1993

COAH created the criteria and guidelines for municipalities to determine and address their respective affordable housing obligations. COAH originally established a formula for determining municipal affordable housing obligation for the six-year period between 1987 and 1993 (N.J.A.C. 5:92-1 et seq.), which became known as the “First Round.” These rules established the first round rehabilitation obligation (also referred to as the “present need”) and the first round new construction obligation.

The First Round formula was superseded by COAH regulations in 1994 (N.J.A.C. 5:93-1.1 et seq.). The 1994 regulations recalculated a portion of the first round 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 U.S. Census data. The regulations COAH adopted in 1994 to identify a municipality’s “cumulative” obligations for the First and Second Rounds are known as “the Second Round” regulations. Under regulations adopted for the Third Round, the obligation of municipalities to create new affordable housing for the First and Second Rounds is referred to as the “Prior Round” obligation. This Plan refers to the new construction obligation for the First and Second housing cycles as the “Prior Round” obligation.

Activity From 1999 - 2011

On December 20, 2004, COAH’s first version of the Third Round rules became effective some five years after the end of the Second Round in 1999. At that time, the Third Round was defined as the time period from 1999 to 2014 but condensed into an affordable housing delivery period from January 1, 2004 through January 1, 2014. The Third Round rules marked a significant departure from the methods utilized in COAH’s Prior Rounds. Previously, COAH assigned an affordable housing obligation as an absolute number

to each municipality. These Third Round rules implemented a “growth share” approach that linked the production of affordable housing to residential and non-residential development within a municipality.

On January 25, 2007, however, the New Jersey Appellate Court decision, *In re Adoption of N.J.A.C. 5:94 and 5:95*, 390 N.J. Super. 1, invalidated key elements of the first version of the Third Round rules, including the growth share approach. The Court ordered COAH to propose and adopt amendments to its rules within six months to address the deficiencies identified by the Court. COAH missed this deadline but did issue revised rules effective on June 2, 2008, and adopted a further rule revision effective on October 20, 2008. COAH largely retained the growth share approach, but implemented several changes intended to create compliance with the 2007 Appellate Court decision. Additionally, the Third Round was expanded from 2014 to 2018.

Just as various parties challenged COAH’s initial Third Round regulations, parties challenged COAH’s 2008 revised Third Round rules. On October 8, 2010, the Appellate Division issued its decision, *In re Adoption of N.J.A.C. 5:96 and 5:97*, 416 N.J. Super. 462, with respect to the challenge to the second iteration of COAH’s third round regulations. The Appellate Division upheld the COAH Prior Round regulations that assigned rehabilitation and Prior Round numbers to each municipality but invalidated the regulations by which the agency assigned housing obligations in the Third Round. Specifically, the Appellate Division ruled that COAH could not allocate obligations through a “growth share” formula. Instead, COAH was directed to use methods similar to those that had been previously used in the First and Second rounds. The Court gave COAH five months to address its ruling and provide guidance on some aspects of municipal compliance.

In addition to the State agency activity and judicial decisions, the New Jersey Legislature has amended the Fair Housing Act over the years. On July 17, 2008, Governor Corzine signed P.L. 2008, c. 46 (referred to as the “Roberts Bill”, or “A500”), which amended the Fair Housing Act. Key provisions of the legislation included:

- established a statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing;
- eliminated new regional contribution agreements (hereinafter “RCAs”) as a compliance technique available to municipalities whereby a municipality could transfer up to 50% of its fair share to a so called “receiving” municipality;
- added a requirement that 13% of all affordable housing units and 13% of all similar units funded by the state’s Balanced Housing Program and its Affordable Housing Trust Fund be restricted to very low-income households (30% or less of median income); and
- added a requirement that municipalities had to commit to spend development fees within four (4) years of the date of collection after its enactment, which commenced on the four-year anniversary of the law (July 17, 2012).

These amendments to the Fair Housing Act are not promulgated in any valid COAH regulations. However, the requirement to expend development fees within four-years of their collection was determined in a Middlesex County Superior Court case to instead have the first four-year period to begin upon a Judgment of Repose, or upon a finding by the Court that the municipality is determined to be non-compliant (IMO of the Adoption of the Monroe Township Housing Element and Fair Share Plan and Implementing Ordinances). Superior Courts around the State have been guided by this decision.

Activity from 2011 to the Present

COAH sought a stay from the NJ Supreme Court related to the March 8, 2011 deadline the Appellate Division imposed in its October 2010 decision for the agency to issue new Third Round housing rules. The NJ Supreme Court granted COAH's application for a stay and granted petitions and cross-petitions to all the various challenges to the Appellate Division's 2010 decision. The NJ Supreme Court heard oral argument on the various petitions and cross-petitions on November 14, 2012.

On September 26, 2013, the NJ Supreme Court upheld the Appellate Court decision in *In re Adoption of N.J.A.C. 5:96 and 5:97 by New Jersey Council On Affordable Housing*, 215 N.J. 578 (2013), and ordered COAH to prepare the necessary rules. Subsequent delays in COAH's rule preparation and ensuing litigation led to the NJ Supreme Court, on March 14, 2014, setting forth a schedule for adoption.

Although ordered by the NJ Supreme Court to adopt revised new rules on or before October 22, 2014, COAH deadlocked 3-3 at its October 20th meeting and failed to adopt the draft rules it had issued on April 30, 2014. In response, FSHC filed a motion in aid of litigant's rights with the NJ Supreme Court, and oral argument on that motion was heard on January 6, 2015.

On March 10, 2015, the NJ Supreme Court issued a ruling on the motion *In Aid of Litigant's Rights (In re Adoption of N.J.A.C. 5:96 & 5:97, 221 NJ 1, aka "Mount Laurel IV")*. This long-awaited decision provides a new direction for how New Jersey municipalities are to comply with the constitutional requirement to provide their fair share of affordable housing. The Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mount Laurel trial judges. With this, municipalities may no longer wait for COAH to adopt Third Round rules before preparing new Third Round housing elements and fair share plans and municipalities must now apply to the Courts, instead of COAH, if they wish to be protected from exclusionary zoning lawsuits. These trial judges, with the assistance of an appointed Special Master to the Court, review municipal plans much in the same manner as COAH previously did.

While the NJ Supreme Court's decision set a process in motion for towns to address their Third Round obligations, it did not assign those obligations. Instead, that was to be accomplished in the trial courts. The NJ Supreme Court did direct that the method of determining municipal affordable housing obligations be "similar to" the methodologies used in the First and Second Round rules. Additionally, the Court stated that municipalities should rely on COAH's Second Round rules (N.J.A.C. 5:93) and certain components of COAH's 2008 regulations that were specifically upheld (including but not limited to Redevelopment Bonuses), as well as the Fair Housing Act (N.J.S.A. 52:27D – 301 et seq.) in their preparation of Third Round housing elements and fair share plans. This plan is prepared in response to and in compliance with the March 10, 2015 NJ Supreme Court decision.

FSHC, the only public interest advocacy organization in New Jersey devoted exclusively to promoting the production of housing affordable for low and moderate income households, was permitted to serve as an interested party in every municipal Declaratory Judgment Action. In this role the organization provided their own calculations of municipal affordable housing obligations and offered to settle with municipalities. Such settlements addressed the municipal affordable housing obligation, compliance mechanisms and other terms intended to promote affordable housing production. Most municipalities that filed a Declaratory Judgment Action have found settlement with FSHC to be in their best interest. The alternative to settlement with FSHC is conducting a trial in Superior Court to determine the municipal affordable housing obligation.

On January 17, 2017, the NJ Supreme Court rendered a decision, In Re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), that found that the “gap period,” defined as 1999-2015, generates an affordable housing obligation. This obligation requires an expanded definition of the municipal Present Need obligation to include low- and moderate-income households formed during the gap period; however, this component of the obligation is a new-construction obligation rather than a rehabilitation obligation.

Accordingly, the municipal affordable housing obligation is now composed of the following 4 parts:

- Present Need (rehabilitation),
- Prior Round (1987-1999, new construction),
- Gap Present Need (Third Round, 1999-2015, new construction), and
- Prospective Need (Third Round, 2015 to 2025, new construction).

While the structure of the obligation established through the Township’s Settlement Agreement with FSHC is somewhat different from the findings of this recent Supreme Court decision (i.e. no redefined Present Need (1999-2015) and a Prospective Need specific to 2015-2025), Mantua’s obligation therein reflects that which was calculated for the entire third round period (1999-2025).

The Compliance Process

With the Supreme Court’s direction that responsibility for compliance must transfer from COAH to Superior Court Trial Judges, municipalities may no longer seek substantive certification. Instead, municipalities now seek a Judgment of Compliance and an Order of Repose from the Superior Court, the judicial equivalent of substantive certification. Doing so first requires that a Declaratory Judgment Action be filed in Superior Court.

The majority of municipalities who filed a Declaratory Judgment Action, including Mantua, settled with FSHC. This means a Settlement Agreement, agreed to by both parties, sets forth the affordable housing obligation, compliance mechanisms and other terms intended to promote affordable housing production. This Settlement Agreement must be approved by Superior Court at a “Fairness Hearing” where the Settlement Agreement is evaluated to determine if it is fair to the interests of low and moderate income households¹. Mantua Township’s Fairness Hearing was conducted on August 30, 2022, where the settlement agreement was confirmed to be fair to the interests of the protected class.

Once determined to be “fair” via the issuance of a Court Order, a municipality must adopt and endorse a housing element and fair share plan that reflects the terms of the Settlement Agreement. This housing plan must be subsequently submitted to Superior Court for its review and approval. Should the Court find the plan acceptable, the municipality will receive a Judgment of Compliance and an Order of Repose and immunity from builder’s remedy litigation for the remaining portion of the third round, which ends on July 1, 2025. This is similar to COAH’s substantive certification. To maintain the validity of the Order, the municipality is required to conduct the necessary continued implementation and monitoring.

¹ These settlement agreements are evaluated according to guidelines established by the Court in two principal cases: *Morris County Fair Housing Council v. Boonton Twp.* 197 N.J. Super. 359, 369-71 (Law Div. 1984) and *East/West Venture v. Township of Fort Lee* 286 N.J. Super. 311 (App. Div. 1996). T

AFFORDABILITY REQUIREMENTS

Affordable housing is defined under New Jersey’s Fair Housing Act as a dwelling, either for sale or rent, that is within the financial means of households of low- or moderate-income, as is measured within each housing region. Mantua is in COAH’s Region 5, which includes Burlington, Camden and Gloucester counties. Moderate-income households are those with annual incomes greater than 50%, but less than 80% of the regional median income. Low-income households are those with annual incomes that are 50% or less than the regional median income. Very low-income households are a subset of “low-income” households and are defined as those with incomes 30% or less than the regional median income.

The Uniform Housing Affordability Controls (hereinafter “UHAC”) at N.J.A.C. 5:80-26.3(d) and (e) requires that the maximum rent for a qualified unit be affordable to households with incomes 60% or less than the median income for the region. The average rent must be affordable to households with incomes no greater than 52% of the median income. The maximum sale prices for affordable units must be affordable to households with incomes 70% or less than the median income. The average sale price must be affordable to a household with an income of 55% or less than the median income.

The regional median income is defined by COAH using the federal income limits established by Department of Housing and Urban Development (hereinafter “HUD”) on an annual basis. In the spring of each year, HUD releases updated regional income limits, which COAH reallocates to its regions. It is from these income limits that rents and sale prices for affordable units are derived. While COAH has not published updated income limits or rent increases since 2014, Affordable Housing Professionals of New Jersey has taken up this task, and publishes income data immediately following HUD’s publication. The below table details income limits for Region 5 based on information published by Affordable Housing Professionals of

2022 Income Limits for Region 5							
Household Income Levels	1-Person Household	*1.5-Person Household	2-Person Household	*3-Person Household	4-Person Household	*4.5-Person Household	5-Person Household
Moderate	\$59,024	\$63,240	\$67,456	\$75,888	\$84,320	\$87,693	\$91,066
Low	\$36,890	\$39,525	\$42,160	\$47,430	\$52,700	\$54,808	\$56,916
Very Low	\$22,134	\$23,715	\$25,296	\$28,458	\$31,620	\$32,885	\$34,150
<i>Source: April 28, 2022 Income Limits prepared by Affordable Housing Professionals of New Jersey. * These columns are used for calculating pricing on one, two and three bedroom for-sale and rental units per N.J.A.C. 5:80-26.4(a)</i>							

The tables below show illustrative sale prices and net rents for 2022. The sample rents and sale prices are illustrative and are net figures, which account for the specified utility allowances for rental units and for the associated costs related to a mortgage, property taxes and property insurance assuming a 5% down payment.

Illustrative 2022 Affordable Gross Rents for Region 5			
Household Income Levels (% of Median Income)	1-Bedroom Unit Rent	2-Bedroom Unit Rent	3-Bedroom Unit Rent
Moderate	\$1,009	\$1,197	\$1,366
Low	\$831	\$984	\$1,119
Very Low	\$436	\$509	\$571

Source: 2022 Affordable Housing Pricing Calculator: Council on Affordable Housing Affordable Housing Calculator prepared by Affordable Housing Professionals of New Jersey.

Illustrative 2022 Affordable Sales Prices for Region 5			
Household Income Levels (% of Median Income)	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate	\$117,946	\$142,671	\$165,747
Low	\$99,087	\$120,041	\$139,597
Very Low	\$57,180	\$69,753	\$81,487

Source: 2022 Affordable Housing Pricing Calculator: New Jersey Council on Affordable Housing Affordable Housing Pricing Calculator prepared by Affordable Housing Professionals of New Jersey.

AFFORDABLE HOUSING IN MANTUA TOWNSHIP

Mantua Township received first round (1987-1993) substantive certification from COAH on November 4, 1991, and subsequently received second round (1993-1999) substantive certification on May 6, 1998. Substantive certification was extended by COAH on May 5, 2004, however further extension was denied by COAH on July 27, 2005 based on the fact that not all rental units in the Royal Oaks project were completed. A third round plan was filed by the Township in 2008, but Judge McDonnell directed Mantua to amend its third round plan, which was done in 2011. While the affordable housing landscape was unsettled at that point, the Court found value in reviewing the amended plan so the Township could continue addressing its rehabilitation and prior round obligations in addition to addressing some part of the assumed third round obligation. Mantua received a Judgment of Compliance and Repose from the Court on June 22, 2016.

At the time the 2011 plan was reviewed by the Court and Special Master, the Township had met its entire 292 unit prior round obligation and had 129 credits that could be applied to the third round obligation.

Part of the compliance plan was the Branch Road (Inversand/Ledden) redevelopment site, including 80 affordable units, and the Mangel site, where 80 units were also proposed. Subsequent to the Judgment of Compliance and Repose, the Branch Road redevelopment site was purchased by Rowan University and is being developed with a world class museum and fossil park, eliminating this site from consideration for new housing.

Most recently, the Township has actively participated in the declaratory judgment process, and ultimately settled with Fair Share Housing Center through an agreement that was approved by the Court after a fairness hearing.

CONSIDERATION OF LAND MOST APPROPRIATE FOR AFFORDABLE HOUSING

As part of this Plan, the Township considered land that is most appropriate for the construction of low- and moderate-income housing. As part of its affordable housing planning process, Mantua considered only vacant properties. While the Township has considerable vacant land and no issue with water and sewer capacity, finding vacant properties with reasonable access to water and sewer infrastructure proved a difficult task.

The Township will satisfy its affordable housing obligation primarily through one new inclusionary project at the Mangel Tract, which is part of the Route 55 Redevelopment Area and is located in Planning Area 2. Water and sewer is available to the site, and the Township commissioned study of the wetlands present and has established those boundaries along with the required 50' buffers, although an LOI has not been approved by the New Jersey Department of Environmental Protection. While the developable portion of Mangel totals only 15 acres, an additional roughly 5 acres to the immediate west that is part of the Total Turf Experience that is inaccessible due to wetlands is anticipated to be part of the Mangel redevelopment project, bringing the developable acreage to approximately 20.

The Township believes the mechanisms proposed in this Housing Plan represent the best options for affordable housing in Mantua and fully satisfy the affordable housing obligation established through the 2022 Settlement Agreement.

MANTUA'S AFFORDABLE HOUSING OBLIGATION

Since the January 2017 New Jersey Supreme Court ruling on the "gap period", housing plans must address four main components of a municipality's affordable housing obligation. These include the Rehabilitation Obligation to improve substandard housing occupied by low and moderate income households, the Prior Round for new construction from 1987 to 1999, the Gap Period Present Need for new construction from 1999 to 2015, and the Prospective Need, or the Third Round's future new construction demand from 2015 to 2025. In this housing plan, the Gap Period Present Need and Prospective Need will be collectively referred to as the Third Round Obligation.

Rehabilitation Obligation

The rehabilitation obligation can be defined as an estimate of the number of deteriorated housing units existing in Mantua that are occupied by low- and moderate-income households. The Settlement Agreement with FSHC establishes the Township's rehabilitation obligation as 63 units. The basis for this

obligation is FSHC's July 2016 calculations, which used the most recent decennial census year, 2010, as the point in time in determining the number of deteriorated housing units. It should be noted that the Township may engage in a physical conditions survey to determine the validity of the number calculated from census data, as the sense is the number is high.

Prior Round Obligation

The Prior Round obligation can be defined as the cumulative 1987 through 1999 new construction affordable housing obligation. This time period corresponds to the First and Second Rounds of affordable housing. The Settlement Agreement with FSHC establishes the Town's Prior Round obligation as 292 units. The Settlement Agreement adheres to the Prior Round obligations, as calculated in 1993-1994, and published by COAH in 2008.

Third Round Obligation

The future demand for affordable housing includes the portion of the Third Round (1999- 2015) that has already passed – referred to as Gap Period Present Need, as well as a 10-year projection into the future (2015-2025) – referred to as the Prospective Need. As established by the Township's 2022 Settlement Agreement with FSHC, Mantua's total Third Round obligation (1999-2025) is 423 units.

SATISFACTION OF THE AFFORDABLE HOUSING OBLIGATION

The Township is addressing its affordable housing obligation through a variety of mechanisms that include existing affordable units as well as new construction at one inclusionary housing site, the latter within an existing redevelopment area. As Mantua has been proactive with affordable housing over the years, a significant number of units already exist.

Satisfaction of the Rehabilitation Obligation

Mantua's rehabilitation obligation is 63 units. The Township will address this obligation through continued participation in the County's rehabilitation program and by creating its own program for rental units, as the County program is for owner-occupied units only. Triad Associates, a seasoned affordable housing administrator, has been hired by the Township to assist with the program, including creation of a rehabilitation manual, which is provided in Appendix 22. The County Rehabilitation Program is provided in Appendix 21. Adequate money exists in the Trust Fund to rehabilitate a number of rental units, and the average minimum expenditure requirement of \$10,000 per unit will be met.

Satisfaction of the Prior Round Obligation

The Township is addressing its 292 unit Prior Round obligation with a total of 219 units and 73 rental bonus credits, as detailed in the table on the following page. Discussion is presented for each of the projects noted in the table below.

Satisfaction of the 292-unit Prior Round Obligation			
Project	Units	Bonus Credits	Total Credits
Villages at Berkley	54	0	54
Maplewood Village	13	0	13
Cedar Grove	38	0	38
Royal Oaks (USDA)	46	46	92
Royal Oaks (CIS)	39	27	66
Group Homes	14	0	14
Evergreen Rest Home	15	0	15
Total			292

Villages at Berkley

This inclusionary project is completed and occupied and contains a total of 55 for-sale family units with 20-year affordability controls, and 54 of the 55 units will be applied to the Prior Round Obligation. COAH previously granted a waiver for all of the affordable units to be moderate income and also granted waivers on pricing stratification and bedroom mix. As the original affordability controls of 20 years have approached their expiration date, the Township has actively sought to extend those controls, providing subsidy to owners and extending controls for a period of 30 years, making them eligible for credit towards the Third Round Obligation. Crediting information on this project can be found in Appendix 5.

Maplewood Village

A total of 13 age-restricted affordable units exist within this mobile home complex, developed as part of the Township’s prior round plan. Crediting documentation can be found in Appendix 6.

Cedar Grove

A total of 38 age-restricted affordable units exist within this mobile home complex, developed as part of the Township’s prior round plan. Crediting documentation can be found in Appendix 7.

Royal Oaks (USDA)

This 100% affordable project was constructed in the early 1990’s with Farmer’s Home Administration funding and consists of 46 family rental units available to low income households. It includes 24 one bedroom units and 22 two bedroom units with 20 year controls on affordability. COAH granted waivers to permit all one and two bedroom units in conjunction with the Township’s first round substantive certification. Crediting documentation can be found in Appendix 8.

Royal Oaks (CIS)

This 100% affordable project was constructed in 2008/2009 by Community Investment Strategies as the second phase of Royal Oaks under tax credit financing provided by NJHMFA. It includes a total of 58 family rental units including 11 one bedroom, 25 two bedroom and 22 three bedroom units subject to 30 year affordability controls. 39 of the 58 units will be credited towards the Prior Round Obligation. Crediting documentation can be found in Appendix 9.

Group Homes

There are a total of 5 group homes existing in Mantua Township containing a total of 18 bedrooms that are eligible for credits towards the Prior Round obligation. Crediting documentation is provided in Appendix 10.

- 651 Topeka Avenue, Block 31, Lot 6 containing 3 bedrooms operated by the Devereux Foundation
- 407 Greentree Road, Block 53, Lot 13.01 containing 4 bedrooms operated by the Devereux Foundation
- 34 Creek Lane, Block 54, Lot 34 containing 4 bedrooms operated by the Devereux Foundation
- 224 West Warren Avenue, Block 222, Lot 7.01, containing 4 bedrooms operated by the Devereux Foundation
- 1 Fawn Drive, Block 277, Lot 1, containing 3 bedrooms operated by the ARC of Gloucester County

Evergreen Rest Home

This nursing home, located at 731 Main Street, Block 155, Lot 26, is home to 15 low and moderate income residents. Crediting documentation is provided in Appendix 11.

Satisfaction of the Third Round Obligation

The Township is addressing its 423-unit Third Round obligation with a variety of existing and proposed projects, as documented below. A summary of credits is provided in the table, followed by discussion of each mechanism.

Satisfaction of the 423-unit Third Round Obligation			
Project	Units	Bonus Credits	Total Credits
Villages at Berkley	1	0	1
Hausman Bus (White Oaks)	72	72	144
Royal Oaks (CIS)	19	19	38
Villages at Berkley Extension of Expiring Controls (completed)	14	0	14
Villages at Berkley Extension of Expiring Controls (proposed)	24	0	24
Route 55 Redevelopment (Mangel Tract)	178	15	193
Group Home Bedrooms (proposed)	9	0	9
Total			423

Villages at Berkley

This inclusionary project is completed and occupied and contains a total of 55 for-sale family units with 20-year affordability controls. COAH previously granted a waiver for all of the affordable units to be moderate income and also granted waivers on pricing stratification and bedroom mix. As the original affordability controls of 20 years have approached their expiration date, the Township has actively sought to extend those controls, providing subsidy to owners and extending controls for a period of 30 years, making them eligible for credit towards the Third Round Obligation. Crediting information on this project can be found in Appendix 5.

Hausman Bus (White Oaks)

This 100% affordable project was constructed by Conifer in 2013 and contains 72 family rental units including 14 one bedroom, 36 two bedroom and 22 three bedroom apartments and townhomes. All units are subject to a minimum 30 year deed restriction. Crediting information is provided in Appendix 12.

Royal Oaks (CIS)

This 100% affordable project was constructed in 2008/2009 by Community Investment Strategies as the second phase of Royal Oaks under tax credit financing provided by NJHMFA. It includes a total of 58 family rental units including 11 one bedroom, 25 two bedroom and 22 three bedroom units subject to 30 year affordability controls. Crediting documentation can be found in Appendix 9.

Villages at Berkley (completed extension of expiring controls)

As the original 20 year controls associated with this project have neared their end, the Township has actively sought to extend those controls, offering subsidy to owners to do so. To date, a total of 14 extensions have occurred, with documentation provided in Appendix 13.

Villages at Berkley (proposed extension of expiring controls)

Part of the Township's plan to meet the Third Round Obligation is to continue its extension of expiring controls efforts for these units. As part of this, a minimum subsidy of \$5,000 will be offered with the ability to increase the subsidy to \$15,000 if needed. Based on review of existing deed restrictions, it is reasonable to assume the Township will be able to extend controls for an additional 30 years on 24 units, making them eligible for credit against the Township's Third Round Obligation.

Route 55 Redevelopment Area (Mangel Tract)

The Route 55 Redevelopment Area has a long history, with the original designation as an area in need of redevelopment dating back to 2003. In 2007, the Mangel Tract (Block 254.01, Lot 22), located adjacent to the originally designated redevelopment area, was incorporated into the designation and a redevelopment plan was adopted. After reviewing available land in the Township with access to sewer and water, it was determined that the Mangel Tract represents the best opportunity to meet the Township's Third Round Obligation. An amendment to the redevelopment plan (see Appendix 24) will be adopted by the Township Committee to permit inclusionary development on roughly 33 acres including addition of land from Loftus (Block 254.01, Lot 32.01) that is inaccessible from the Total Turf Experience site. The Township has completed delineation of wetlands and determined that 50' transition areas are required under NJDEP rules, and roughly 20 acres of the site is developable. As part of the redevelopment plan amendment, inclusionary development at a density of 24 units per acre up to 744 units is permitted, and a mandatory setback of 25% of the units as affordable is required. The owners of the properties have consented to the 25% setback based on the increase in density the Township provided, which far exceeds the minimum 10 units per acre density required for rental projects.

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

- The site(s) have clear title and are free of encumbrances which could preclude development of affordable housing. The likely redeveloper has not been identified as of yet, however the property owners are aware of the Township's amendment to the redevelopment plan.
- The site is adjacent to compatible land uses and has access to appropriate streets. The site is located on Main Street, where access can be provided. Surrounding land uses include a mix of residential and nonresidential, and the White Oaks 100% affordable residential community is located immediately across from the site on Main Street.
- Adequate sewer and water capacity is available. Water and sewer service will be provided by the appropriate utilities and is available in Main Street, abutting the site.
- The site can be developed in accordance with the New Jersey Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.

Development of the site is consistent with the State Development and Redevelopment Plan (hereinafter the "State Plan") and the rules and regulations of all agencies with jurisdiction over the site.

- Pursuant to the adopted 2001 State Plan, the site is located in the Suburban Planning Area, PA-2, an area targeted for the State's growth. It is also located proximate to significant retail shopping, services, job opportunities, and public transit. There is a NJ Transit bus stop immediately adjacent to the site.
- The site will comply with all applicable environmental regulations. The site contains no steep slopes, but does contain wetlands and required transition areas that have already been identified and surveyed. All required permits will be obtained by the redeveloper.
- The site will not impact any historic or architecturally important sites and districts. There are no historic sites or districts near the site.

In addition to site suitability, the project will meet the applicable requirements for affordable housing projects in the substantive rules, as well as the Uniform Housing Affordability Control rules (UHAC) (N.J.A.C. 5:80-26.1 et seq.). See below as well as supplementary documentation in support of this site in the Appendices.

- **Affirmative Marketing.** The affordable units will be affirmatively marketed in accordance with COAH's rules at N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.
- **Controls on Affordability.** The affordable units will have minimum 30-year affordability controls in accordance with COAH's rules and UHAC regulations.
- **Bedroom Distribution.** The developer will follow the UHAC requirements regarding bedroom distribution for the affordable housing units on the site, however, in accordance with the Township's settlement agreement with FSHC, no more than 15% of the affordable units will be one bedroom or studio units.

Group Home Bedrooms (proposed)

As part of its compliance plan to address the Third Round Obligation, the Township is proposing to subsidize the creation of 9 group home or supportive housing bedrooms, which will be completed randomly based on availability of appropriate dwellings to support the use. The Township will provide a subsidy of \$30,000 per bedroom from the affordable housing trust fund to incentivize providers to create new opportunities, and has already started reaching out to existing providers to start the process. Given the subsidy, this will be an attractive opportunity to providers. A Request for Qualifications has been prepared (see Appendix 25).

Other Requirements

In addition to meeting the total 423 unit obligation, the Township must also meet minimum and maximum requirements related to the rental obligation, maximum number of age-restricted units, minimum family unit obligation, and the minimum very low income unit obligation of 13%. These requirements are detailed below.

Minimum Rental Obligation = 106 units

.25 (obligation) = Minimum # rental units or .25 (423) = **106 units**

The minimum obligation is satisfied with existing rental units at Hausman Bus (White Oaks) totaling 72 units, Royal Oaks (CIS) with 19 units and the proposed rental units at the Mangel Tract in the Route 55 Redevelopment Area totaling 178 units.

Maximum Senior Units = 105 units

.25 (obligation) = Maximum # age-restricted units or .25 (423) = **106 units**

None of the units proposed to address the Third Round Obligation are age-restricted.

Minimum Family Unit Obligation = 212 units

.50 (obligation) = Minimum # family units or .50 (423) = **212 units**

Of the 317 units proposed to meet the Third Round Obligation, only 9 are not family units.

Minimum Family Rental Obligation= 106 units

.50 (rental obligation) = Minimum # Family Rental Units or .50 (212) = 106 units

For the Third Round Obligation, the Township has a total of 206 family rental units proposed.

Minimum Very Low Income Unit Obligation = 10 units

.13 (units created or approved on or after July 1, 2008) = Minimum # very low income units or
.13 (187) = 25

The only units that will be created or approved after July 1, 2008 are those in the Route 55 Redevelopment Area and the proposed group home bedrooms, which together total 187 units. The 9 group home bedrooms will count as very low income units and 13% of the rental units created in the Route 55 Redevelopment Area or 24 units will be very low income units.

AFFORDABLE HOUSING ADMINISTRATION & AFFIRMATIVE MARKETING

Mantua has adopted an Affordable Housing Ordinance in accordance with COAH’s substantive rules and UHAC. The Affordable Housing Ordinance governs the establishment of affordable units in the Township as well as regulating the occupancy of such units. The Township’s Affordable Housing Ordinance covers the phasing of affordable units, the low/moderate income split, bedroom distribution, occupancy standards, affordability controls, establishing rents and prices, affirmative marketing, income qualification, etc. The affirmative marketing plan is provided in Appendix 17.

The Township has established the position of the Municipal Housing Liaison and appointed Jennica Bileci, Business Administrator, to the position (see Appendix 18) . However, the Township will likely rely on Triad Associates, its appointed affordable housing administrator to conduct the administration and affirmative marketing of its affordable housing sites that will not be administered by the developers and for the rehabilitation program. It is expected that the developers of the Route 55 Redevelopment Area will

administer their own units or will otherwise be responsible for hiring a program administrator. The affirmative marketing plans are designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to the affordable units located in the Township. Additionally, the affirmative marketing plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside in the Township's housing region (Region 5), consisting of Burlington, Camden and Gloucester counties.

The affirmative marketing plans include regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance with N.J.A.C. 5:80-26.1 et seq. All newly created affordable units will comply with the 30-year affordability control required by UHAC, N.J.A.C. 5:80-26.5 and 5:80-26.11. This plan must be adhered to by all private, non-profit, and municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit.

AFFORDABLE HOUSING TRUST FUND

While Mantua has already adopted a development fee ordinance, an amendment to that ordinance is proposed and included in Appendix 16. The Township has prepared a new Spending Plan (see Appendix 19), which discusses anticipated revenues, collection of revenues, and the use of revenues, and it has been prepared in accordance with COAH's applicable substantive rules. All collected revenues will be placed in the affordable housing trust fund and will be dispensed for the use of eligible affordable housing activities including, but not limited to:

- Affordability assistance programs including down payment assistance, first month rent assistance, security deposit assistance, payment of lender fees, payment of closing costs and payment of homeowner's association fees, among others;
- Subsidy of \$30,000 per bedroom for creation of group homes;
- Extension of expiring controls subsidized between \$5,000 and \$15,000 per unit;
- Administrative expenses not exceeding 20% of annual revenues collected;
- A rental rehabilitation program; and
- Any other activity as specified in the approved spending plan.

The Township is required to fund eligible programs in a Court-approved Housing Element and Fair Share Plan, as well as provide affordability assistance. At least 30% of collected development fees, excluding expenditures made since July 17, 2008, when affordability assistance became a statutory requirement in the Fair Housing Act, shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in a municipal Fair Share Plan. An affordability assistance manual is provided in Appendix 23. At least one-third (1/3) of the affordability assistance must be expended on very-low income units. Additionally, no more than 20% of the revenues collected from development fees each year shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to prepare or implement a rehabilitation program, a

new construction program, a housing element and fair share plan, and/or an affirmative marketing program. The spending plan prepared reflects these requirements.

COST GENERATION

Mantua's Land Use and Development Ordinance and the Route 55 Redevelopment Plan have been reviewed to eliminate unnecessary cost generating standards; it provides for expedited review of development applications containing affordable housing. Such expedition may consist of, but is not limited to, scheduling of pre-application conferences and special monthly public hearings. Furthermore, development applications containing affordable housing shall be reviewed for consistency with the Land Development Ordinance, Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.) and the mandate of the FHA regarding unnecessary cost generating features. The Township will comply with COAH's requirements to eliminate any unnecessary cost generating features, N.J.A.C. 5:93-10.1, procedures for development applications containing affordable housing, N.J.A.C. 5:93-10.4, and requirements for special studies and escrow accounts where an application contains affordable housing.

REQUIREMENTS OF THE SETTLEMENT AGREEMENT WITH FSHC

As part of its settlement with FSHC, the Township has stipulated to certain requirements, which are summarized below. These will be carried out by the Township through various actions as outlined in this Fair Share Plan.

1. The Township agrees that the inclusionary project envisioned for the Route 55 Redevelopment Area will have no more than 15% one bedroom or efficiency affordable units to compensate for past waivers granted on the Villages at Berkley and Royal Oaks (USDA) projects. This provision will be enforced through any redevelopment agreement entered into by the Township. Further, the Township has agreed that 50% of the affordable units within each bedroom distribution must be low income units, with the remainder being moderate income units. 13% of the total affordable units must be very low income units, which must be proportionally distributed amongst one, two and three bedroom units with the number of very low income one bedroom units not exceeding the number of very low income three bedroom units.
2. The Township agrees to adopt a mandatory setaside ordinance, which is provided in Appendix 10.
3. The Town shall meet its Third Round Obligation in accordance with the following standards:
 - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - b. At least 50 percent of the units addressing the Third Round Obligation shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round Obligation shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Obligation must be non-age restricted affordable units available to families.
 - e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units

- that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
- f. 13% of all affordable units referenced in this agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, shall be very low income units for households earning 30% or less of the median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., with half of the very low income units being available to families.
 - g. All new construction units shall be adaptable in conformance with P.L. 2005, c.350/N.J.S.A. 52:27D-311a and 311b and all other applicable law.
4. In all new developments that produce affordable housing, the Township agrees that the following terms shall apply:
- a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. (“UHAC”), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the affordable units within each bedroom distribution shall be required to be for very low income households earning thirty percent (30%) or less of median income pursuant to the FHA.
 - b. All of the affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as provided for by UHAC, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of median income pursuant to the Fair Housing Act, and the affordability controls shall remain unless and until the Township, in its sole discretion, takes action to extend or release the unit from such controls after at least thirty (30) years. As to rental units, if the Township acts to release the unit from such controls, affordability controls shall remain in effect until the date on which a rental unit shall become vacant due the voluntary departure of the occupant household.
 - c. In inclusionary developments, the affordable units shall be integrated with the market-rate units to the extent possible, and the affordable units shall not be concentrated in separate building(s) or in separate area(s) from the market-rate units. In buildings with multiple dwelling units, this shall mean that the affordable units shall be generally distributed within each building with market units. The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.
 - d. Construction of the affordable units in inclusionary developments shall be phased in compliance with N.J.A.C. 5:93-5.6(d).
 - e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include the community and regional organizations identified in this agreement, and it shall also include posting of all affordable units on the New Jersey Housing Resource Center website (<https://www.njhrc.gov/>) in accordance with applicable law.
5. The Township and/or its Administrative Agent shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), FSHC, 510 Park Blvd., Cherry Hill, NJ; Fair Share Housing Development, One Ethel Lawrence Blvd., Mount Laurel, NJ 08054; Camden County NAACP, 1123 1/2 Kaighns Avenue, Camden, NJ 08103; the Latino Action Network, PO Box 943, Freehold, NJ 07728; Willingboro NAACP, PO Box 207, Roebing 09854; Southern Burlington County NAACP, PO Box 3211, Cinnaminson, NJ 08077; Burlington

County Community Action Program, 718 Route 130, South, Burlington, NJ 08016; and the Supportive Housing Association, 15 Alden St # 14, Cranford, NJ 07016; and other appropriate non-profits and civil rights organizations that request to be notified of available units, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide direct notice to those organizations of all available affordable housing units in Mantua, along with copies of application forms. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this requirement.

- a. As part of its regional affirmative marketing strategies during implementation of its fair share plan, the Township and/or its Administrative Agent shall also provide notice of all available affordable housing units to the above-referenced organizations and shall ensure all affordable units are posted on the New Jersey Housing Resource Center website (<https://www.njhrc.gov/>) in accordance with applicable law.
6. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Town as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Town annually within 30 days of the publication of determinations of median income by HUD as follows:
- a. Regional income limits shall be established for the region that the Town is located within (i.e. Region 5) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Town's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
 - b. The income limits attached hereto as Exhibit A are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2017, and shall be utilized until the Town updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

- c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Town annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
 - d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.
7. Income limits for all affordable units shall be updated by the Township annually and based upon the calculations of the Affordable Housing Professionals of New Jersey and as follows:
 - a. Regional income limits shall be established for the Housing Region in which the Township is located (in this case, Housing Region 5) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated number of households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total number of households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
 - b. The income limits attached hereto as Exhibit C are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2021, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
 - d. The parties agree to request the Court prior to or at the Fairness Hearing in this matter to enter an order implementing this paragraph of this Agreement, the terms of which shall also be reflected in the Township's affordable housing ordinance.
8. The parties agree that if a decision of a court of competent jurisdiction in Gloucester County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of a Third Round Prospective Need Obligation of the Township for the period 1999-2025 that would be lower by more than ten percent (10%) than the obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction,

the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the fair share plan adopted pursuant to this Agreement; taking all steps necessary to support and fund the development of any 100% affordable developments referenced in this Agreement; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to Rule 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

9. The Town shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Town, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Town agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
10. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by FSHC.
11. The Fair Housing Act includes two provisions regarding action to be taken by the Town during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review required pursuant to N.J.S.A. 52:270-313, the Township was obligated to post, by July 1, 2020, on its municipal website, a status report as to its implementation of its HEFSP and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms should be revised or supplemented. Recognizing that July 1, 2020, has passed prior to settlement of this matter, and in light of the deadlines set forth in paragraph 8(a) of this agreement, the Township shall, by October 1, 2023, post on its municipal website and file with the court, with a copy provided to Fair Share Housing Center, its midpoint realistic opportunity review report. The status report will provide an update of the Township's implementation of its HEFSP and an analysis of whether any

unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms should be revised or supplemented.

Such posting shall invite any interested party to submit comments to the Township within 60 days of the October 1, 2023 deadline established pursuant to paragraph 8(a), with a copy to FSHC, regarding whether any sites identified in this settlement or which may be identified as alternative sites pursuant to paragraph 8(a) no longer present a realistic opportunity and should be replaced. Any interested party may by motion request a hearing before the Court regarding these issues, including but not limited to a motion to enforce litigant's rights or for relief from a judgment.

- b. For the review of very-low-income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the Judgment of Compliance and Repose, and every third year thereafter, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very-low-income requirements, including the family very-low-income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very-low-income housing obligation under the terms of this settlement.

Appendix 1
FSHC Settlement Agreement



Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rammler, Esq.
Joshua D. Bauers, Esq.
Rachel N. Lokken, Esq.
Ashley J. Lee, Esq.
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June 13, 2022

Linda A. Galella, Esq.
Parker McCay P.A.
9000 Midlantic Drive, Suite 3000
Mount Laurel, New Jersey 08054

**Re: In the Matter of the Township of Mantua, Gloucester County,
Docket No. GLO-L-731-19**

Dear Ms. Galella:

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

Background

In Mount Laurel IV, the New Jersey Supreme Court held that the Council on Affordable Housing (COAH) had been rendered "moribund," and, "[d]ue to COAH's inaction," it established "judicial processes" to "provide the means for a town . . . to demonstrate that its housing plan satisfies Mount Laurel obligations."

The Court directed that, "[i]f a municipality seeks to obtain an affirmative declaration of constitutional compliance, it will have to do so on notice and opportunity to be heard to FSHC" and that trial courts "will be assisted in rendering . . . preliminary determination[s] on need by the fact that all initial and succeeding applications will be on notice to FSHC." Id. at 23, 29.

In accordance with Mount Laurel IV, Mantua filed the above-captioned matter on June 13, 2019, seeking a declaration of its compliance with the Mount Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq.

Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present this Agreement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it ends delays and the expense of trial and results more quickly in the construction of homes for very-low-, low-, and moderate-income households.

Agreement Terms

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

1. The Township, through the adoption of a Housing Element and Fair Share Plan ("fair share plan" or "HEFSP") conforming with the terms of this Agreement, and through the

expeditious implementation of the fair share plan and this Agreement, will satisfy its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).

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

Rehabilitation/Present Need Obligation (per Kinsey Report ¹)	63
Prior Round Prospective Need Obligation (pursuant to <u>N.J.A.C. 5:93</u>)	292
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted in this Agreement)	423

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, which was established by the New Jersey Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. **Rehabilitation/Present Need.** Mantua shall meet its 63-unit rehabilitation obligation through the implementation of a municipal or County rehabilitation program for both rental and for-sale units. The program shall fully comply with N.J.A.C. 5:93-5.2.
 - a. Mantua may seek modification of its rehabilitation obligation by conducting a survey of the municipal housing stock, as provided for by N.J.A.C. 5:93-5.2(a). Any such application for a modification of the rehabilitation obligation shall be subject to the review and approval of FSHC and Court, and it must be completed during the compliance phase and submitted to the Court and FSHC at least sixty (60) days prior to the Compliance Hearing.
6. **Prior Round.** As noted above, the Township has a Prior Round Prospective Need Obligation of 292 units, which is met through the following compliance mechanisms:

Developments/ Compliance Mechanisms	Type	Details/Status	Units	Bonuses
Villages at Berkley (Block 61, Lot 1) (54 out of 55 total units)	Family For-Sale	Complete	54	0
Maplewood Village (Block 56, Lot 18.01)	Age-Restricted Mobile Home Complex For-Sale	Complete	13	0

¹ David N. Kinsey, PhD, P.P., F.A.I.C.P., "New Jersey Low and Moderate Income Housing Obligations for 1999-2025 Calculated Using the NJ COAH Prior Round (1987-1999) Methodology, dated May 2016.

Developments/ Compliance Mechanisms	Type	Details/Status	Units	Bonuses
Cedar Grove (Block 47, Lot 1)	Age-Restricted Mobile Home Complex For-Sale	Complete	38	0
Royal Oaks (USDA) (Block 37, Lot 6)	Family Rental	Complete	46	46
Royal Oaks (CIS) (Block 37, Lot 5) (39 of 58 credited to Prior Round)	Family Rental	Complete	39	27
Group Homes (List attached as Exhibit A)	Special Needs	Complete	14	0
Evergreen Rest Home (Block 155, Lot 26)	Assisted Living	Complete	15	0
Total:			219	73
292 units				

7. **Third Round.** As noted above, the Township has a Third Round Prospective Need Obligation of 423 units, which is met through the following compliance mechanisms:

Developments/ Compliance Mechanisms	Type	Details/Status	Units	Bonuses
Villages at Berkley (Block 61, Lot 1) (1 out of 55 total units)	Family For-Sale	Complete	1	0
Hausman Bus (White Oaks) (Block 253.01, Lot 38.01)	Family Rental	Complete	72	72
Royal Oaks (CIS) (Block 37, Lot 5) (39 of 58 credited to Prior Round)	Family Rental	Complete	19	19
Villages at Berkley (Block 61, Lot 1)	Extensions of Expiring Controls – Family For-Sale	Complete	14	0
Villages at Berkley (Block 61, Lot 1)	Extensions of Expiring Controls – Family For-Sale	Proposed	24	0
Route 55 RA/Mangel & Loftus (Block 254.01, Lot 22 & Lot 32.01)	Family Rental	Proposed	178	15
Group Home Bedrooms	Special Needs	Proposed	9	0
Total:			317	106
423 units				

8. The Township shall provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:

- a. The Township shall provide a realistic opportunity for the development of affordable family non-age-restricted rental housing through the adoption of inclusionary zoning on the following sites: Mangel Site which is included in the

Route 55 Redevelopment Area (Block 254.01, Lot 22) and Loftus Land Acquisition Site in the Route 55 Redevelopment Area (Block 254.01, Lot 32.01).

The Mangel Site (Block 254.01, Lot 22) is an approximately 28.15-acre site, and the Township conducted a wetlands delineation that determined that there are approximately fifteen (15) developable, unconstrained acres on the site. The Loftus Land Acquisition Site (Block 254.01, Lot 32.01) is an approximately 4.8-acre site.

The Township shall rezone the sites to permit inclusionary residential development at 22 du/a (dwelling units per acre) for up to 710 total residential units on the site with a 25% affordable housing set-aside for affordable family non-age-restricted units (up to 178 affordable units). The 710 total residential units shall be concentrated on the developable acreage of the sites. The residential units will be permitted in townhomes and multifamily buildings that may be up to four-stories and 60 feet.

The Township has received firm commitment letters from the landowners of the Mangel and Loftus sites (attached to this agreement as Exhibits D and E, respectively), agreeing to a 25% affordable housing set-aside and anticipating the concurrent redevelopment of their sites. During the compliance phase, the Township shall amend the Redevelopment Plan for these sites to allow the density and set aside set forth in this Agreement. After the landowners identify redevelopers, the Township shall enter into redevelopment agreements with the redevelopers. However, if by December 1, 2023, a redevelopment agreement has not been entered into for the landlocked Loftus site, the Township shall identify an alternative site or sites that provide a number of affordable units that, when added to the number of affordable units at the Mangel redevelopment site, equals a total of at least 178 family rental affordable housing units.

- b. Recognizing that the Township received waivers from COAH in the Prior Round for the bedroom distributions in both Villages of Berkley and Royal Oaks-USDA, the Township has a slight imbalance in 1 bedroom units only. As such, for the above inclusionary sites, in order to compensate for this slight imbalance, the Township shall require that no more than 15% of the affordable units be efficiency/1 bedroom units. Other than this, the bedroom distribution shall be in compliance with UHAC. At least fifty percent (50%) of the affordable units within each bedroom distribution must be low-income units, with the remainder being moderate-income units. Thirteen percent (13%) of the total affordable units must be very-low-income units (for households earning 30% or less of median income) and these very-low-income units must be proportionally distributed within each bedroom distribution, and the number of very-low-income efficiency/1-bedroom units may not exceed the number of very-low-income 3-bedroom units.
- c. Prior to a final judgment of compliance and repose, Mantua shall confirm that the sites of each inclusionary development listed above are available, suitable, developable, and approvable for the construction of affordable housing, including the number of units contemplated, pursuant to N.J.A.C. 5:93-5.3(b) (which is COAH's site suitability criteria which will be outlined by the Township's affordable

housing planner), including that adequate sewer and water infrastructure and capacity is available from the appropriate utilities authority.

- d. Mantua commits to work cooperatively, expeditiously, and with all continuity of purpose with the inclusionary developer(s) to ensure all necessary land use approvals and to issue all construction and building permits in a timely manner.
9. The Township shall provide a realistic opportunity for the development of affordable housing through means other than inclusionary zoning. They are as follows:
- a. The non-inclusionary compliance mechanisms are as follows:
 - i. The Township shall operate an extensions of expiring controls program to extend the affordability controls and deed restrictions on up to twenty-four (24) existing affordable family rental units at Villages at Berkley (Block 61, Lot 1). The program shall include offering the current owners of the affordable units a payment of up to \$15,000.00 in exchange for extension as well as obtaining a continuing certificate of occupancy that confirms the units are up to all applicable construction codes. If the units are in need of rehabilitation in order to be brought up to code, the Township through its trust fund shall fund the rehabilitation/renovations in addition to the payment in exchange for the extensions. The extended controls/deed restrictions shall be for at least thirty (30) years from when the existing controls have expired or are due to expire.
 - ii. The Township shall work with group home provider(s) to develop new group homes by providing a subsidy/payment at \$30,000.00 per bedroom for a total of nine (9) bedrooms out of the trust fund. The first five bedrooms shall be completed by no later than June 30, 2024 and the remaining bedrooms shall be completed by no later than July 1, 2025.
10. **Mandatory Set-Aside Ordinance.** Mantua agrees to adopt the proposed mandatory set-aside ordinance, attached hereto as **Exhibit B**, which shall require a twenty percent (20%) set-aside of affordable housing for for-sale affordable housing and a fifteen percent (15%) set-aside of affordable housing for rental affordable housing in any residential development, including the residential portion of a mixed-use project, which consists of five (5) or more new residential units at six (6) units per acre or higher, or equivalent, which results, in whole or in part, from: (i) a municipal rezoning or zoning amendment adopted after the effective date of the ordinance; (ii) any variance pursuant to N.J.S.A. 40:55D-70(d), including but not limited to any use variance or a density variance increasing the permissible density; and/or (iii) the adoption of a new or amended redevelopment plan or rehabilitation plan. The Township commits to ensure that the affordable housing set-aside requirement is enforced, including by both its Planning Board and Zoning Board of Adjustment.
11. The Township agrees that it shall meet its Third Round Prospective Need (423 units) in accordance with the following standards:
- a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).

- b. At least fifty percent (50%) of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent (25%) of the Third Round Prospective Need shall be met through rental units, including at least half in non-age-restricted rental units available to families.
 - d. At least half of the units (50%) addressing the Third Round Prospective Need must be non-age-restricted affordable units available to families.
 - e. The Township agrees to comply with an age-restricted cap of twenty-five percent (25%) and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed twenty-five percent (25%) of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
 - f. Thirteen percent (13%) of all affordable units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, shall be very-low-income units for households earning thirty percent (30%) or less of the median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA"), with half of the very low income units being available to families. The Township will demonstrate how it will comply with this requirement during the compliance phase of this matter.
 - g. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
12. In all new developments that produce affordable housing, the Township agrees that the following terms shall apply:
- a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the affordable units within each bedroom distribution shall be required to be for very low income households earning thirty percent (30%) or less of median income pursuant to the FHA.
 - b. All of the affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as provided for by UHAC, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of median income pursuant to the Fair Housing Act, and the affordability controls shall remain unless and until the Township, in its sole discretion, takes action to extend or release the unit from such controls after at least thirty (30) years. As to rental units, if the Township acts to release the unit from such controls, affordability controls shall remain in effect until the date on which a rental unit shall become vacant due the voluntary departure of the occupant household.

- c. In inclusionary developments, the affordable units shall be integrated with the market-rate units to the extent possible, and the affordable units shall not be concentrated in separate building(s) or in separate area(s) from the market-rate units. In buildings with multiple dwelling units, this shall mean that the affordable units shall be generally distributed within each building with market units. The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.
 - d. Construction of the affordable units in inclusionary developments shall be phased in compliance with N.J.A.C. 5:93-5.6(d).
 - e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include the community and regional organizations identified in this agreement, and it shall also include posting of all affordable units on the New Jersey Housing Resource Center website (<https://www.njhrc.gov/>) in accordance with applicable law.
13. The Township and/or its Administrative Agent shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), FSHC, 510 Park Blvd., Cherry Hill, NJ; Fair Share Housing Development, One Ethel Lawrence Blvd., Mount Laurel, NJ 08054; Camden County NAACP, 1123 1/2 Kaighns Avenue, Camden, NJ 08103; the Latino Action Network, PO Box 943, Freehold, NJ 07728; Willingboro NAACP, PO Box 207, Roebling 09854; Southern Burlington County NAACP, PO Box 3211, Cinnaminson, NJ 08077; Burlington County Community Action Program, 718 Route 130, South, Burlington, NJ 08016; and the Supportive Housing Association, 15 Alden St # 14, Cranford, NJ 07016; and other appropriate non-profits and civil rights organizations that request to be notified of available units, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide direct notice to those organizations of all available affordable housing units in Mantua, along with copies of application forms. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this requirement.
- a. As part of its regional affirmative marketing strategies during implementation of its fair share plan, the Township and/or its Administrative Agent shall also provide notice of all available affordable housing units to the above-referenced organizations and shall ensure all affordable units are posted on the New Jersey Housing Resource Center website (<https://www.njhrc.gov/>) in accordance with applicable law.
14. Income limits for all affordable units shall be updated by the Township annually and based upon the calculations of the Affordable Housing Professionals of New Jersey and as follows:
- a. Regional income limits shall be established for the Housing Region in which the Township is located (in this case, Housing Region 5) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated number of households within the county according

to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total number of households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

- b. The income limits attached hereto as Exhibit C are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2022, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
 - d. The parties agree to request the Court prior to or at the Fairness Hearing in this matter to enter an order implementing this paragraph of this Agreement, the terms of which shall also be reflected in the Township's affordable housing ordinance.
15. Upon full execution of this Agreement, Mantua shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. Mantua shall place this Agreement on file in the Township's municipal building, post it on the municipal website, and file a copy with the Court at least forty-five (45) days prior to the Fairness Hearing, at which the Township will seek judicial approval the terms of this Agreement pursuant to the legal standards set forth in Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986), and East/West Venture v. City of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least forty-five (45) days in advance of the hearing. The Township's affordable housing planner shall appear as a witness at the hearing.
16. Within one-hundred-and-twenty (120) days of the approval of this Agreement by the Court after a Fairness Hearing, Mantua shall adopt a Housing Element and Fair Share Plan, affordable housing ordinance, development fee ordinance, zoning ordinances, affirmative marketing plan, spending plan, intent to fund shortfall, appoint a municipal housing liaison and an experienced administrative agent, and adopt all other resolutions and ordinances required to be adopted as part of this Agreement, and shall submit same to the Court, the Court Master, and FSHC for review at least forty-five (45) days before the scheduling of a

"Compliance Hearing." The HEFSP shall include all documentation to demonstrate the creditworthiness of existing affordable units for which the municipality is seeking credit.

17. The Township shall prepare a Spending Plan for review and approval by FSHC and the Court during the duly-noticed Compliance Hearing. Upon approval, the Township and FSHC agree that the expenditures of funds contemplated in the Township's Spending Plan shall constitute the "commitment" for expenditure required pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period contemplated therein commencing in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd, 442 N.J. Super. 563).
18. On the first anniversary of the Judgment of Compliance and Repose, and every anniversary thereafter through the end of this Agreement, the Township shall provide an annual Mount Laurel Trust Fund accounting report to any entity designated by the State of New Jersey, with a copy provided to FSHC and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, or Local Government Services. The annual report shall detail all expenditures from and deposits into the Township's Affordable Housing Trust Fund.
19. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website, with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
20. The Fair Housing Act includes two provisions regarding actions to be taken by the Township during the ten-year period of protection provided in this agreement. The Township agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review required pursuant to N.J.S.A. 52:270-313, the Township is obligated to post, on its municipal website, a status report as to its implementation of its HEFSP and an analysis of whether any unbuild sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms should be revised or supplemented.

Recognizing that July 1, 2020, has passed prior to settlement of this matter, the Township shall, by October 1, 2023, post on its municipal website and file with the court, with a copy provided to Fair Share Housing Center, its midpoint realistic opportunity review report. The status report will provide an update of the Township's implementation of its HEFSP and an analysis of whether any unbuild sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms should be revised or supplemented.

Such posting shall invite any interested party to submit comments to the Township within 60 days of the October 1, 2023 deadline established pursuant to paragraph 8(a), with a copy to FSHC, regarding whether any sites identified in this settlement or which may be identified as alternative sites pursuant to paragraph 8(a) no longer present a realistic opportunity and should be replaced. Any interested party may by motion request a hearing before the Court regarding these issues, including but not limited to a motion to enforce litigant's rights or for relief from a judgment.

- b. For the review of very-low-income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the Judgment of Compliance and Repose, and every third year thereafter, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very-low-income requirements, including the family very-low-income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very-low-income housing obligation under the terms of this settlement.
21. The Township agrees to pay FSHC's attorney's fees and costs in the amount of \$20,000.00 within thirty (30) days of the Court's approval of this Agreement following the Fairness Hearing.
22. This Agreement may be enforced by the Township or FSHC through a motion to enforce litigant's rights or a separate action filed in Superior Court, Gloucester County. If it prevails on a motion to enforce, FSHC shall be entitled to reasonable fees and costs in accordance with Rule 1:10-3.
23. Mantua and FSHC shall have an obligation to fulfill the intent and purpose of this Agreement. If an appeal of the Court's approval or rejection of the Settlement Agreement is filed by a third party, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved by the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to return to the *status quo ante*. In this regard, the Township and FSHC acknowledge that the parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.
24. The parties agree that if a decision of a court of competent jurisdiction in Gloucester County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of a Third Round Prospective Need Obligation of the Township for the period 1999-2025 that would be lower by more than ten percent (10%) than the obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the fair share plan adopted pursuant to this Agreement; taking all steps necessary to support and fund the development of any 100% affordable developments referenced in this Agreement; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to Rule 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

25. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
26. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
27. This Agreement may not be modified, amended or altered in any way except by a writing signed by both the Township and FSHC.
28. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
29. The Township and FSHC acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each person to sign this Agreement is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Township and FSHC and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
30. The Township and FSHC acknowledge that this Agreement was not drafted by the Township or FSHC, but was drafted, negotiated and reviewed by representatives of the Township and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The Township and FSHC expressly represent that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing.
31. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both the Township and FSHC.
32. This Agreement constitutes the entire Agreement between the Township and FSHC hereto and supersedes all prior oral and written agreements between the Township and FSHC with respect to the subject matter hereof except as otherwise provided herein.
33. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
34. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which representatives of the Township and FSHC have executed and delivered this Agreement.
35. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the Township and FSHC by certified mail, return receipt requested, or by

a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO FSHC: Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, New Jersey 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
Email: adamgordon@fairsharehousing.org

**TO THE TOWNSHIP
AFFORDABLE HOUSING ATTORNEY**
:
Linda A. Galella, Esq.
Parker McCay P.A.
9000 Midlantic Drive, Suite 3000
Mount Laurel, New Jersey 08054
Telecopier: 856-596-9631
Email: lgalella@parkermccay.com

**WITH A COPY TO THE
MUNICIPAL CLERK:** Jennica Bileci, Clerk
401 Main Street
Mantua, New Jersey 08051
Phone: (856) 468-1500 x. 120
Email: jbileci@mantuatownship.com

**WITH A COPY TO THE
ADMINISTRATOR:** Administrator
401 Main Street
Mantua, New Jersey 08051
Phone: (856) 468-1500 x. 120

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Sincerely,



Adam M. Gordon, Esq.
Executive Director of Fair Share Housing Center

Witness: 

Dated: 6/9/2022

On behalf of the Township of Mantua, with the authorization of the governing body:

Witness/ Attest:

TOWNSHIP OF MANTUA

Jennica Bileci, Municipal Clerk

Peter Scirrotto, Mayor

Dated: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Sincerely,

Adam M. Gordon, Esq.
Executive Director of Fair Share Housing Center

Witness: _____

Dated: _____

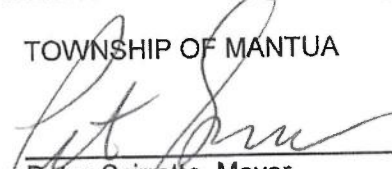
On behalf of the Township of Mantua, with the authorization of the governing body:

Witness/ Attest:

TOWNSHIP OF MANTUA



Jennica Bileci, Municipal Clerk



Peter Scirrotto, Mayor

Dated: 6/13/2022

EXHIBIT A:
List of Group Homes Credits

Existing Group Homes and Assisted Living Facilities

Group Homes	Group Home Agency	Block/Lot	BRs/ Units
651 Topeka Avenue	Devereux Foundation	Block 31, lot 6	3
34 Creek Lane	Devereux Foundation	Block 54, lot 34	4
224 West Warren Ave	Devereux Foundation	Block 222, lot 7.1	4
The Sedgewick House 1 Fawn Drive	The Arc of Gloucester County	Block 277, lot 1	3
Subtotal Existing Group Homes:			14

Assisted Living Facility	Assisted Living Agency	Block/Lot	BRs/ Units
Evergreen Rest Home 731 Main St	Evergreen House (Assisted Living Facility)	Block 155, lot 26	15
Subtotal Existing Assisted Living:			15

EXHIBIT B:
Proposed Mandatory Set-Aside Ordinance

_____, New Jersey

ORDINANCE NO. _____

AN ORDINANCE OF THE _____ OF _____, COUNTY OF _____ AND STATE OF NEW JERSEY ADDING _____ "MANDATORY AFFORDABLE HOUSING SET-ASIDE" TO THE CODE OF THE _____ OF _____

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the _____ of _____, _____ County, New Jersey, that the Land Development Regulations set forth in _____ of the Code of the _____ of _____ (the "Code") are hereby amended and supplemented in order to establish a new Section ____ thereof, to be entitled "Mandatory Affordable Housing Set-Aside" as set forth below:

Section I. Mandatory Affordable Housing Set-Aside.

a. **Background.** The State of New Jersey has a longstanding and well-established commitment to maximizing the opportunities for the development of housing affordable for very-low-, low-, and moderate-income households.

The provision of "safe, decent and attractive housing that [lower-income households] can afford serves the community's interest in achieving an integrated, just and free society and promotes the general welfare of all citizens." De Simone v. Greater Englewood Hous. Corp., 56 N.J. 428, 441 (1970).

Notably, in the Mount Laurel decisions, the New Jersey Supreme Court held that the State's Constitution makes it "plain beyond dispute that proper provision for adequate housing of all categories of people is certainly an absolute essential in promotion of the general welfare required in all local land use regulation." S. Burlington Cty. NAACP v. Mount Laurel, 67 N.J. 151, 179 (1975) (Mount Laurel I).

The Court thus found that "each . . . municipality [must] affirmatively . . . plan and provide, by its land use regulations, the reasonable opportunity for an appropriate variety and choice of housing, including, of course, low and moderate cost housing, to meet the needs, desires and resources of all categories of people who may desire to live within its boundaries." Ibid.

The New Jersey Legislature itself affirmed this commitment when it enacted the Fair Housing Act of 1985, which established that it is in the State's interest "to maximize the number of low and moderate units by creating new affordable housing and by rehabilitating existing, but substandard, housing in the State." N.J.S.A. 52:27D-302.

Accordingly, the New Jersey Supreme Court has determined that "[a]ffordable housing is a goal that is no longer merely implicit in the notion of the general welfare. It has been expressly recognized as a governmental end and codified under the FHA." Holmdel Builders Ass'n v. Holmdel, 121 N.J. 550, 567 (1990).

Since then, New Jersey's courts have consistently recognized that "[t]he public policy of this State has long been that persons with low and moderate incomes are entitled to affordable housing," and furthermore that those policies do not end when a municipality has satisfied its minimum obligation under the FHA because "[t]here cannot be the slightest doubt that shelter, along with food, are the most basic human needs." Homes of Hope, Inc. v. Eastampton Tp. Land Use Planning Bd., 409 N.J. Super. 330, 337 (App. Div. 2009) (quoting Mount Laurel I, 67 N.J. at 178).

b. **Affordable Housing Set-Aside.** A mandatory affordable housing set-aside requirement shall apply beginning with the effective date of this ordinance to any residential development, including the residential portion of a mixed-use project, which consists of five (5) or more new residential units at six (6) units per acre or higher, or equivalent, which results, in whole or in part, from: (i) a municipal rezoning or zoning amendment adopted after the effective date of this Ordinance; (ii) any variance pursuant to N.J.S.A. 40:55D-70(d), including but not limited to any use variance or a density variance increasing the permissible density; and (iii) the adoption of a new or amended redevelopment plan or rehabilitation plan. The set-aside shall be twenty percent (20%) where the affordable units are provided for for-sale and fifteen percent (15%) where the affordable units are provided for rental.

c. **Additional Incentives for Affordable Housing.** A developer subject to the mandatory affordable housing set-aside may request, and the appropriate approving authority may, at its discretion, grant non-monetary incentives for affordable housing, including but not limited to a density bonus, a reduction in the off-street parking spaces otherwise required, and/or a reduction in the minimum setback requirements.

d. **Other Terms Applicable.** The following terms shall apply to any residential development subject to the mandatory affordable housing set-aside:

1. All subdivision and site plan approvals of qualifying developments shall be conditioned upon compliance with the provisions of the mandatory affordable housing set-aside.
2. No subdivision shall be permitted or approved for the purpose of avoiding compliance with the mandatory affordable housing set-aside. A developer may not, for example, subdivide a project into two lots and then plan each of them to produce

a number of units below the threshold. The approving authority may impose any reasonable conditions to ensure such compliance.

3. In the event the number of affordable housing units to be provided includes a fraction, the number shall be rounded up if the fractional amount is 0.5 or greater and rounded down if the fractional amount is less than 0.5. For inclusionary projects with more than five (5) units, the developer shall provide a payment in lieu of constructing affordable units for the fraction of a unit less than 0.5. The payment in lieu shall be based on the amounts established in N.J.A.C. 5:97-6.4(c).
4. All affordable units created shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the affordable units, for inclusionary projects with more than four (4) affordable units, shall be required to be restricted for very-low-income households earning thirty percent (30%) or less of the median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA").
5. At least fifty percent (50%) of the affordable units within each bedroom distribution shall be affordable to low-income households, inclusive of the at least thirteen percent (13%) of units affordable to very-low-income households for inclusionary projects with more than four (4) affordable units.
6. The very-low-income affordable units shall be proportionately distributed within each bedroom distribution.
7. Affordable units shall be integrated with the market-rate units on-site, and the affordable units shall not be concentrated in separate building(s) or in separate area(s) from the market-rate units. In buildings with multiple dwelling units, this shall mean that the affordable units shall be generally distributed within each building with market-rate units. The affordable units shall also be of the same type as the market-rate units (e.g., if the market-rate units are non-age-restricted family units, the affordable units shall be non-age-restricted family units as well). The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.
8. Affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as otherwise provided for by UHAC, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of median income pursuant to the Fair Housing Act, and the affordability controls shall remain unless and until the municipality, in its sole discretion, takes action to extend or release the unit from such controls after at least thirty (30) years.

9. Construction of the affordable and market units shall be phased in compliance with N.J.A.C. 5:93-5.6(d).
 10. Affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.
 11. The mandatory affordable housing set-aside shall not give any developer the right to any rezoning, variance, redevelopment designation or redevelopment or rehabilitation plan approval, or any other such relief, or establish any obligation on the part of the municipality to grant such rezoning, variance, redevelopment designation, redevelopment or rehabilitation plan approval, or other such or further relief.
 12. No developer may make a payment in lieu of constructing affordable units on site, except for fractional units as noted in Paragraph 3, above.
 13. Nothing in this ordinance precludes the municipality from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to this Ordinance.
- e. **Severability.** If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect and shall be deemed valid and effective.
- f. **Inconsistencies.** In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the municipality, the provisions hereof shall be determined to govern and those inconsistent provisions shall be repealed to the extent of such inconsistency.
- g. **Referral to Planning Board.** A copy of this Ordinance shall be referred to the Planning Board following its introduction for review pursuant to N.J.S.A. 40A:55D-26A.
- h. **Effective Date and Scope.** This Ordinance shall take effect upon its passage and publication, filing with the Gloucester County Planning Board, and as otherwise provided for by law. The provisions of this Ordinance shall be applicable within the entire municipality upon final adoption and shall become a part of the Code once completed and adopted.

INTRODUCED the _____ day of _____, 2022.

ADOPTED the _____ day of _____, 2022.

4846-3226-2138, v. 1

EXHIBIT C:
FY2022 Regional Income Limits

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 28, 2022
2022 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sales***	Regional Asset Limit****
Region 1												
Median	\$80,954	\$86,737	\$92,519	\$104,084	\$115,649	\$120,275	\$124,901	\$134,153	\$143,405	\$152,657		
Moderate	\$64,764	\$69,390	\$74,016	\$83,267	\$92,519	\$96,220	\$99,921	\$107,323	\$114,724	\$122,126	2.9%	\$223,627
Low	\$40,477	\$43,368	\$46,260	\$52,042	\$57,825	\$60,138	\$62,451	\$67,077	\$71,703	\$76,329	11.13%	
Passaic and Sussex	\$24,286	\$26,021	\$27,756	\$31,225	\$34,695	\$36,083	\$37,470	\$40,246	\$43,022	\$45,797		
Region 2												
Median	\$80,634	\$86,394	\$92,154	\$103,673	\$115,192	\$119,800	\$124,407	\$133,623	\$142,838	\$152,053		
Moderate	\$64,507	\$69,115	\$73,723	\$82,938	\$92,154	\$95,840	\$99,526	\$106,898	\$114,270	\$121,643	2.9%	\$220,995
Low	\$40,317	\$43,197	\$46,077	\$51,836	\$57,596	\$59,900	\$62,204	\$66,811	\$71,419	\$76,027	7.04%	
Union and Warren	\$24,190	\$25,918	\$27,646	\$31,102	\$34,558	\$35,940	\$37,322	\$40,087	\$42,851	\$45,616		
Region 3												
Median	\$94,920	\$101,700	\$108,480	\$122,040	\$135,600	\$141,024	\$146,448	\$157,296	\$168,144	\$178,992		
Moderate	\$75,936	\$81,360	\$86,784	\$97,632	\$108,480	\$112,819	\$117,158	\$125,837	\$134,515	\$143,194	2.9%	\$258,203
Low	\$47,460	\$50,850	\$54,240	\$61,020	\$67,800	\$70,512	\$73,224	\$78,648	\$84,072	\$89,496	10.06%	
Middlesex and Somerset	\$28,476	\$30,510	\$32,544	\$36,612	\$40,680	\$42,307	\$43,934	\$47,189	\$50,443	\$53,698		
Region 4												
Median	\$85,831	\$91,962	\$98,092	\$110,354	\$122,615	\$127,520	\$132,425	\$142,234	\$152,043	\$161,852		
Moderate	\$68,665	\$73,569	\$78,474	\$88,283	\$98,092	\$102,016	\$105,940	\$113,787	\$121,635	\$129,482	2.9%	\$230,643
Low	\$42,915	\$45,981	\$49,046	\$55,177	\$61,308	\$63,760	\$66,212	\$71,117	\$76,022	\$80,926	12.24%	
Monmouth and Ocean	\$25,749	\$27,588	\$29,428	\$33,106	\$36,785	\$38,256	\$39,727	\$42,670	\$45,613	\$48,556		
Region 5												
Median	\$73,780	\$79,050	\$84,320	\$94,860	\$105,400	\$109,616	\$113,832	\$122,264	\$130,696	\$139,128		
Moderate	\$59,024	\$63,240	\$67,456	\$75,888	\$84,320	\$87,693	\$91,066	\$97,811	\$104,557	\$111,302	2.9%	\$195,337
Low	\$36,890	\$39,525	\$42,160	\$47,430	\$52,700	\$54,808	\$56,916	\$61,132	\$65,348	\$69,564	9.11%	
Camden and Gloucester	\$22,134	\$23,715	\$25,296	\$28,458	\$31,620	\$32,885	\$34,150	\$36,679	\$39,209	\$41,738		
Region 6												
Median	\$60,768	\$65,108	\$69,448	\$78,130	\$86,811	\$90,283	\$93,756	\$100,701	\$107,646	\$114,591		
Moderate	\$48,614	\$52,087	\$55,559	\$62,504	\$69,449	\$72,227	\$75,005	\$80,561	\$86,117	\$91,672	2.9%	\$162,586
Low	\$30,384	\$32,554	\$34,724	\$39,065	\$43,405	\$45,142	\$46,878	\$50,350	\$53,823	\$57,295	5.76%	
May, Cumberland, and Salem	\$18,230	\$19,532	\$20,835	\$23,439	\$26,043	\$27,085	\$28,127	\$30,210	\$32,294	\$34,377		

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

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

** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer price index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents between 2015 through 2021, because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2022 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

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

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

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

EXHIBIT D:
Firm Letter of Commitment from the Landowner of the Mangel Site

Mangel Real Estate Partnership

2851 Industrial Way, Vineland NJ 08360
(856) 301-4300

March 29, 2022

Jennica Bileci, M.P.A., Twp. Administrator
Township of Mantua
401 Main Street
Mantua, NJ 08051

**Re: Firm Commitment to Allow Amended Redevelopment Plan for
Affordable Units**

Dear Ms. Bileci,

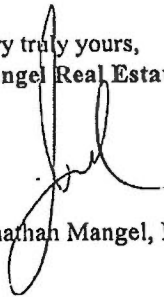
As you know, I am the principle of Mangel Real Estate Partnership ("Mangel"), which owns land on Main Street in Mantua Township known as the Mangel site. This property is identified on the official tax map of Mantua Township as Block 254.01, Lot 22 and is a 28.16-acre parcel of land. I have been advised that the Township plans on amending the Route 55 Redevelopment Plan which includes this land. The amendment will allow for development of a maximum of 710 inclusionary residential units with up to a 25% affordable housing set aside. It is also my understanding that the Redevelopment Plan will be amended so that this residential use will be the primary principal permitted use on the site. The purpose of this letter is to make an express "firm commitment" to include up to a 25 percent affordable housing set aside, regardless of the number of units constructed. This firm commitment is subject to an agreement between Mangel Real Estate Partnership and Mantua Township which will

include the following among other issues to be determined exclusively at the discretion of Mangel; 1) a Payment in Lieu of Taxes (Pilot) financial agreement, 2) an agreement with a developer acceptable to Mangel and the Township, 3) all necessary state, local and county approvals, 4) financing and 5) market conditions. I also confirm that I understand that the zoning referenced herein would be contingent on an agreement to concurrently redevelop a portion of the adjacent Total Turf Site which is 4.8 acres. There would need to be access to the Total Turf Parcel from the Mangel site. I understand that time limits may be placed on the ability to reach such an agreement and utilize the zoning.

I also confirm that Mangel Real Estate Partnership understands that this letter will be an attachment to the Settlement Agreement between Mantua Township and Fair Share Housing Center and part of the basis of review of that Agreement by the Superior Court and agrees to be bound by an order of that court incorporating the terms of this letter.

I look forward to your attention in this regard.

Very truly yours,
Mangel Real Estate Partnership



Jonathan Mangel, Managing Partner

EXHIBIT E:
Firm Letter of Commitment from the Landowner of the Loftus Site

4857-5109-0211, v. 1

April 4, 2022

Jennica Bileci, M.P.A., Twp. Administrator
Township of Mantua
401 Main Street
Mantua, NJ 08051

**Re: Firm Commitment to Allow Amended Redevelopment Plan for
Affordable Units**

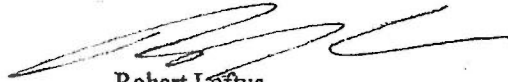
Dear Ms. Bileci,

As you know, I am the principle of Loftus Land Acquisition which owns land where Total Turf Experience (TTE) is located. I have been advised that the Township plans on amending the Route 55 Redevelopment Plan which includes this land. Specifically, the amendment to the Redevelopment Plan will include a 4.8 acre parcel of land owned by Loftus Land Acquisition. The amendment will allow for development of a maximum of 710 inclusionary residential units with a 25% affordable housing set aside. It is also my understanding that the Redevelopment Plan will be amended so that this residential use will be the primary principal permitted use on the site. The 4.8 acre parcel is located on property identified on the official tax map of Mantua Township as Block 254.01, Lot 32.01. The purpose of this letter is to make an express "firm commitment" to include a 25 percent affordable housing set aside, regardless of the number of units constructed. I also confirm that I understand that the zoning referenced herein would be contingent on an agreement to concurrently redevelop the adjacent Mangel site with access through that site, and I understand that time limits may be placed on the ability to reach such an agreement and utilize the zoning.

I also confirm that Loftus Land Acquisition understands that this letter will be an attachment to the Settlement Agreement between Mantua Township and Fair Share Housing Center and part of the basis of review of that Agreement by the Superior Court and agrees to be bound by an order of that court incorporating the terms of this letter.

I look forward to your attention in this regard.

Very truly yours,
Loftus Land Acquisitions



Robert Loftus

Bob @ Total Truck, Net

407-620-0201

Appendix 2

Land Use Board Resolution
(to be added after adoption)

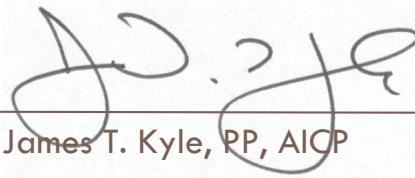
Appendix 3
Governing Body Resolution
(to be added after adoption)

Appendix 4
Housing Element

HOUSING PLAN ELEMENT

PREPARED FOR THE TOWNSHIP OF MANTUA
TOWNSHIP COMMITTEE AND LAND USE BOARD

KYLE MCMANUS ASSOCIATES
PO BOX 236, HOPEWELL, NJ 08525



James T. Kyle, PP, AICP

License NJ Professional Planner Number 05667

The original of this document was signed and sealed
in accordance with N.J.S.A. 45:14A-12



Township of Mantua, Gloucester County

Housing Plan Element

TOWNSHIP OF MANTUA, GLOUCESTER COUNTY

TOWNSHIP OF MANTUA COMMITTEE

ROBERT ZIMMERMAN, MAYOR
PETE SCIRROTTO, DEPUTY MAYOR
JOHN LEGGE, COMMITTEEMAN
SHAWN K. LAYTON, COMMITTEEMAN
EILEEN LUKENS, COMMITTEEWOMAN

TOWNSHIP OF MANTUA LAND USE BOARD

DR. ROBERT HARRIS, CHAIR
GEORGE HUSTON, VICE CHAIR
GLEN DEMERS, BOARD MEMBER
JOHN LEGGE, BOARD MEMBER
EILEEN LUKENS, BOARD MEMBER
BARRY JOHNSON, BOARD MEMBER
RICHARD MASCIULLI, BOARD MEMBER
KERRY BERENATO, ALT. 1 BOARD MEMBER
MARC MOSCATELLI, ALT. 2 BOARD MEMBER
MIKE MAGILTON, ALT.. 3 BOARD MEMBER
LINDA GALLELA, ESQ., BOARD ATTORNEY

TOWNSHIP OF MANTUA STAFF

JENNICA BILECI, MPA, RMC, BUSINESS ADMINISTRATOR
MICHAEL RIGGS, DIRECTOR OF LAND USE

TABLE OF CONTENTS

INTRODUCTION	4
GOALS AND OBJECTIVES.....	6
PLAN REQUIREMENTS	7
ANALYSIS OF HOUSING CHARACTERISTICS.....	8
TABLE 1: Unit Occupancy Status for Mantua Township, Gloucester County and New Jersey, 2021	8
TABLE 2: Units in Structure by Tenure for Occupied Units for Mantua Township, 2021	8
TABLE 3: Year Structure Built by Tenure for Occupied Housing Units for Mantua Township, 2021	9
TABLE 4: Comparison of Year of Construction for All Housing Units in Mantua Township, Gloucester County and New Jersey, 2021	9
TABLE 5: Population in Occupied Housing Units by Tenure for Mantua Township, Gloucester County and New Jersey, 2021	10
TABLE 6: Household Size in Occupied Housing Units by Tenure for Mantua Township, Gloucester County and New Jersey, 2021	10
TABLE 7: Bedrooms per Unit by Tenure for Occupied Units for Mantua Township, 2021	10
TABLE 8: Percentage of Occupied Units by Number of Bedrooms Mantua Township, Gloucester County and New Jersey, 2021	11
TABLE 9: Housing Quality Indicators for All Occupied Housing Units for Mantua Township, Gloucester County and New Jersey, 2021	12
TABLE 10: Value for All Owner-Occupied Housing Units for Mantua Township, Gloucester County and New Jersey, 2021	12
TABLE 11: Selected Monthly Owner Costs as a Percentage of Household Income for Mantua Township, Gloucester County and New Jersey, 2021	13
TABLE 12: Gross Rents (2021 dollars) for Renter-Occupied Housing Units for Mantua Township, Gloucester County and New Jersey, 2021	14
TABLE 13: Gross Rents (2021 dollars) as a Percentage of Household Income for Renter-Occupied Housing Units for Mantua Township, Gloucester County and New Jersey, 2021	14
TABLE 14: Household Income by Gross Rent as a Percentage of Household Income for Mantua Township, 2021	15
ANALYSIS OF DEMOGRAPHIC CHARACTERISTICS	16
TABLE 15: Comparison of Population Trends for Mantua Township, Gloucester County and New Jersey, 1930 to 2020.....	16
TABLE 16: Population by Age and Sex, Mantua Township, 2021	16
TABLE 17: Population Growth in 10 Years, Mantua Township, 2011 to 2021	17
TABLE 18: Comparison of Age Distribution for Mantua Township, Gloucester County and New Jersey, 2021	17
TABLE 19: Comparison of Household Size for Mantua Township, Gloucester County and New Jersey, 2021	17
TABLE 20: Persons by Household Type and Relationship for Mantua Township, Gloucester County and New Jersey, 2021	18
TABLE 21: Income for Mantua Township, Gloucester County and New Jersey, 2021	18
TABLE 22: Comparison of Household Income for Mantua Township, Gloucester County and New Jersey, 2021	19
TABLE 23: Poverty Status in the Past 12 Months for Mantua Township, Gloucester County and New Jersey, 2021	19
TABLE 24: Comparison of Poverty Status for Persons and Families for Mantua Township, Gloucester County and New Jersey, 2011 and 2021 (% with income below poverty)	20
TABLE 25: Year Householder Moved into the Housing Unit for Mantua Township, Gloucester County and New Jersey, 2021	20
TABLE 26: Educational Attainment (of persons 25 years and over) for Mantua Township, Gloucester County and New Jersey, 2021	21
TABLE 27: Means of Transportation to Work (of workers 16 years old and over) for Mantua Township, Gloucester County and New Jersey, 2021	21
TABLE 28: Travel Time to Work (of workers 16 years old and over) for Mantua Township, Gloucester County and New Jersey, 2021	22
TABLE 29: Vehicles Available (to workers 16 years old and over) for Mantua Township, Gloucester County and New Jersey, 2021	22
SUMMARY OF EMPLOYMENT DATA	23
TABLE 30: Employment and Labor Force for Mantua Township, 2003 - 2021	23
TABLE 31: Comparison of Unemployment Rates for Mantua Township, Gloucester County and New Jersey, 2002 - 2021	24
TABLE 32: Occupation of Resident Population for Mantua Township, Gloucester County and New Jersey, 2021	24
TABLE 33: Industry of Work of Resident Population for Mantua Township, Gloucester County and New Jersey, 2021	25
TABLE 34: Class of Worker of Resident Population for Mantua Township, Gloucester County and New Jersey, 2021	25
TABLE 35: Employment and Wages by Industry for Mantua Township, 2019.....	26
TABLE 36: Long-term Population, Household and Employment Forecasts, Mantua Township and Gloucester County 2015-2045.....	27

Introduction

The initial framework of affordable housing regulation in New Jersey was established over 46 years ago with the New Jersey Supreme Court's ruling in Southern Burlington County N.A.A.C.P. v. Township of Mount Laurel (Mt. Laurel I - 1975). In its first Mt. Laurel ruling, the Court stated simply that any zoning ordinance that contravenes the general welfare by not providing a realistic opportunity for affordable housing is unconstitutional. In 1983, the Court's ruling in Mt. Laurel II (Southern Burlington County N.A.A.C.P. v. Township of Mount Laurel) clarified many of the gray areas that arose through implementation of what had become known as the Mt. Laurel doctrine. This second Mt. Laurel case resulted in creation of the Fair Housing Act in 1985, the legislative response to an urging from the Court in Mt. Laurel II that application of the Mt. Laurel doctrine was best left to the Legislature. It was the Fair Housing Act that also created the Council on Affordable Housing (COAH).

Until 2014, COAH was the agency responsible for promulgating affordable housing rules and administering a process to implement the provision of affordable housing throughout the State of New Jersey. The "process" was fairly simple and began with the preparation of a Housing Plan element. Part of the municipal Master Plan, the Housing Plan element is required to include information about a municipality's population, employment, income and housing characteristics as well as information on the nature of the affordable housing obligation as set forth by COAH. To accompany the Housing Plan element, a municipality must prepare a Fair Share Plan, which details how the affordable housing obligation will be met. Current affordable housing obligations are comprised of the rehabilitation share, the Prior Round Obligation (covering 1987-1999) and Third Round Prospective Need (covering the Third Round period from 2016-2025).

The affordable housing landscape has been a tumultuous one since 2004, when COAH proposed its first set of Third Round rules. After the Second Round period ended in 1999, it took the Council almost five years to promulgate rules for the period addressing affordable housing needs from 1999-2014. These rules were a departure from First and Second Round methodologies, where COAH utilized formulas to assign need to individual municipalities. Instead a "growth share" concept was proposed, where construction of new market rate units and nonresidential floor area would generate the requirement for construction of new affordable housing. But the New Jersey Appellate Division invalidated key portions of those rules in 2007, and COAH adopted revised Third Round rules in October of 2008, ostensibly to address the shortcomings identified by the Court. Those rules were subsequently invalidated by the Appellate Division in a decision that was affirmed and modified by the Supreme Court in September of 2013. In its decision, the Supreme Court ordered COAH to promulgate rules that more closely mirrored First and Second Round methodologies. COAH again proposed rules in 2014, but ultimately deadlocked on their adoption in a 3-3 vote. Fair Share Housing Center, an affordable housing advocacy group, made application to the Court to enforce litigant's rights, an application that was granted by the Court on March 10, 2016. In its action, the Court transferred evaluation of compliance with the constitutional obligation to provide affordable housing to the courts.

The Supreme Court in its March 10, 2016 decision established a framework by which municipalities could seek immunity from third party lawsuits while planning for affordable housing needs for the Third Round period. Under the guidance of that decision, the Township of Mantua submitted a Complaint for Declaratory Judgment requesting "a five month period to prepare a constitutionally compliant Affordable Housing Plan that incorporates the formula and methodology approve by this trial court or otherwise" along with "temporary immunity from third party lawsuits against the Township of Mantua from the date of the filing of the underlying Declaratory Judgment Action until this Court issues a Final Judgment of Compliance and Repose to the Township of Mantua for its Affordable Housing Plan formulated, adopted, and approved in accordance with the applicable formula an methodology established by this Court."

As part of the Declaratory Judgment proceedings, the Township met with Fair Share Housing Center to engage in mediation and settlement discussions. Through that process, the Township and Fair Share came to an agreement to settle the litigation and give the Township a path to constitutional compliance. This plan has been prepared to address the requirements of not only the New Jersey Municipal Land Use Law and the Fair Housing Act, but the specific terms agreed to by both parties in the settlement agreement.

Goals and Objectives

The Township sets forth the following goals and objectives related to housing policy in Mantua:

1. Encourage proper use and reuse of land, particularly remaining vacant parcels, to meet the needs of current and future residents.
2. Provide a realistic opportunity for the provision of the municipal share of the region's present and prospective needs for low and moderate-income families while respecting the character of the Township.
3. To maintain existing housing stock in a safe and sanitary condition while retaining its character.
4. To provide for the rehabilitation of substandard housing within the Township of Mantua occupied by low and moderate-income families.
5. To preserve and monitor existing stocks of affordable housing.
6. To reduce long-term housing costs through:
 - a. The implementation of green building and energy efficient technology in the rehabilitation, redevelopment and development of housing, to the extent permitted by law. Recent innovations in building practices and development regulations reflect significant energy efficiency measures, and therefore cost reductions, through building materials, energy efficient appliances, water conservation measures, innovative and alternative technologies that support conservation practices, and common-sense practices such as recycling and re-use.
 - b. The promotion of the use of sustainable site design, efficient water management, energy efficient technologies, green building materials and equipment, and retrofitting for efficiencies.
 - c. Maximizing the efficient use of existing infrastructure, through such means as redevelopment, infill and adaptive reuse.
7. To support a diverse mix of housing that offers a wide range of choice in terms of value, type and location.
8. To remove cost generating features in municipal ordinances aimed at providing opportunity for the creation of affordable housing units within the Township.
9. To seek quality housing design that provides adequate light, air, and open space and protects and promotes the character of the Township.
10. To target new housing to areas without environmental constraints, within walking distance of schools, employment, services, transit and community facilities with sufficient capacity to support them.
11. To locate and maintain community facilities and services that support compact development patterns, shared services and provide a high level of service.

Plan Requirements

Pursuant to Section 10 of P.L. 1985, C. 222 (C:52:27D-310) a Housing Element must contain at least the following:

- a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate-income households and substandard housing capable of being rehabilitated;
- b. A projection of the municipality's housing stock, including the probable future construction of low and moderate-income housing, for the next ten (10) years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development of lands;
- c. An analysis of the municipality's demographic characteristics, including, but not necessarily limited to, household size, income level, and age;
- d. An analysis of the existing and probable future employment characteristics of the municipality;
- e. A determination of the municipality's present and prospective fair share of low and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share of low and moderate-income housing;
- f. A consideration of the lands most appropriate for construction of low and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate-income housing;

ANALYSIS OF HOUSING CHARACTERISTICS

There are two primary sources of data for inventory of Mantua Township’s housing stock: 2021 Estimates from the 2017-2021 American Community Survey (referred to here as ACS), and the 2020 U.S. Census.

According to the 2021 ACS, the Township had 5,948 housing units, of which 5,639 (94.8%) were occupied. This occupancy rate is slightly higher than that of the County and the State. Of the occupied units 5,153 were owner-occupied (91.4%) and 486 were renter-occupied (8.6%). The rental vacancy rate in the Township was 0%, which is significantly lower than the County and the State. The Township’s home-owner vacancy rate was 1.5%. Table 1 identifies the occupancy and vacancy of housing units in the Township, Gloucester County and New Jersey by ownership.

TABLE 1: Unit Occupancy Status for Mantua Township, Gloucester County and New Jersey, 2021

Unit Occupancy Status	Mantua Township		Gloucester County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied housing units	5,639	94.8%	109,290	93.8%	3,397,156	90.9%
Owner-occupied	5,153	91.4%	87,887	80.4%	2,168,148	63.8%
Renter-occupied	486	8.6%	21,403	19.6%	1,229,008	36.2%
Vacant housing units	309	5.2%	7,210	6.2%	341,186	9.1%
For rent	0	0.0%	772	10.7%	52,933	15.5%
Rented, not occupied	0	0.0%	213	3.0%	8,464	2.5%
For sale only	77	24.9%	848	11.8%	27,078	7.9%
Sold, not occupied	0	0.0%	519	7.2%	15,355	4.5%
Seasonal, recreational, or occasional use	20	6.5%	298	4.1%	133,482	39.1%
For migrant workers	0	0.0%	0	0.0%	160	0.0%
All other vacant	212	68.6%	4,560	63.2%	103,714	30.4%
Total	5,948		116,500		3,738,342	
Home-owner vacancy rate	1.5		1		1.2	
Rental vacancy rate	0		3.4		4.1	

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Tables DP04 and B25004

Table 2 identifies the occupied units in a structure by tenure. The term "tenure" refers to whether a unit is owner-occupied or renter-occupied. The Township’s housing stock consists primarily of single-family detached units (76.5%) and single-family attached units (8.9%). The majority of owner-occupied units are in single-family detached structures whereas most renter-occupied units in Mantua are in multi-unit structures.

TABLE 2: Units in Structure by Tenure for Occupied Units for Mantua Township, 2021

Units in Structure	Total		Owner-Occupied		Renter-Occupied	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
1, detached	4,312	76.5%	4199	97.4%	113	2.6%
1, attached	502	8.9%	433	86.3%	69	13.7%
2	16	0.3%	6	37.5%	10	62.5%
3 or 4	120	2.1%	83	69.2%	37	30.8%
5 to 9	246	4.4%	106	43.1%	140	56.9%
10 to 19	59	1.0%	4	6.8%	55	93.2%
20 to 49	0	0.0%	0	-	0	-
50 or more	0	0.0%	0	-	0	-
Mobile home	384	6.8%	322	0.0%	62	0.0%
Boat, RV, van, etc.	0	0.0%	0	0.0%	0	0.0%

Units in Structure	Total		Owner-Occupied		Renter-Occupied	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Total Units	5,639	100.00%	5,153	91.4%	486	8.6%

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Table B25032

Table 3 indicates the year occupied housing units were built by tenure, while Table 4 compares the year all housing units within the Township were built to Gloucester County and the State. 5.8% of the Township's total occupied units were built before 1940. Units constructed between 1990 and 1999 represent the largest number of units with 1448 units (25.7%) being built during this period. This trend is also evident with the owner-occupied units, with 1406 (24.9%) being constructed between 1990 and 1999. For renter-occupied units, the largest number were built between 1980 and 1989, with 209 units (3.7%) being built.

TABLE 3: Year Structure Built by Tenure for Occupied Housing Units for Mantua Township, 2021

Year Built	Total Units	% of Total Units	Owner-occupied Units		Renter-occupied Units	
			Estimate	Percent	Estimate	Percent
Built 2020 or later	17	0.3%	17	0.3%	0	0.0%
Built 2010 to 2019	181	3.2%	133	2.4%	48	0.9%
Built 2000 to 2009	1051	18.6%	1023	18.1%	28	0.5%
Built 1990 to 1999	1448	25.7%	1406	24.9%	42	0.7%
Built 1980 to 1989	861	15.3%	652	11.6%	209	3.7%
Built 1970 to 1979	241	4.3%	241	4.3%	0	0.0%
Built 1960 to 1969	454	8.1%	421	7.5%	33	0.6%
Built 1950 to 1959	938	16.6%	840	14.9%	98	1.7%
Built 1940 to 1949	123	2.2%	123	2.2%	0	0.0%
Built 1939 or earlier	325	5.8%	297	5.3%	28	0.5%
Total Occupied Units	5,639	100.0%	5,153	91.4%	486	8.6%

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Table B25036

Table 4 compares the year of construction for all occupied dwelling units in Mantua to that of Gloucester County and the State. The Township, the County, and the State follow similar trends when it comes to residential development. However, the Township did experience more residential development than the County and the State from 1990 to 1999.

TABLE 4: Comparison of Year of Construction for All Housing Units in Mantua Township, Gloucester County and New Jersey, 2021

Year Built	Mantua Township		Gloucester County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Built 2020 or later	17	0.3%	116	0.11%	2,637	0.08%
Built 2010 to 2019	181	3.2%	6609	6.05%	151,455	4.46%
Built 2000 to 2009	1051	18.6%	16718	15.30%	296,150	8.72%
Built 1990 to 1999	1448	25.7%	14648	13.40%	329,816	9.71%
Built 1980 to 1989	861	15.3%	15668	14.34%	401,596	11.82%
Built 1970 to 1979	241	4.3%	16782	15.36%	426,185	12.55%
Built 1960 to 1969	454	8.1%	11490	10.51%	454,406	13.38%
Built 1950 to 1959	938	16.6%	12051	11.03%	499,567	14.71%
Built 1940 to 1949	123	2.2%	4658	4.26%	236,053	6.95%
Built 1939 or earlier	325	5.8%	10550	9.65%	599,291	17.64%
Total Occupied Units	5,639	100%	109,290	100%	3,397,156	100%

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Table B25034

The 2021 ACS documented population and household size in occupied housing units by tenure; these data are reported in Tables 5 and 6, respectively. Table 5 indicates that 91.4% of the Township’s population lived in owner-occupied housing units, which is higher than the 80.4% in the County and the 73.4% in the State. 7.7% of the Township’s population were renters, compared to 16.8% of County population and 33.3% of the State population.

TABLE 5: Population in Occupied Housing Units by Tenure for Mantua Township, Gloucester County and New Jersey, 2021

Housing Tenure and Population	Mantua Township		Gloucester County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied housing units	5,639	-	109,290	-	3,397,156	-
Population in occupied housing units	15,364	-	296,159	-	9,050,134	-
Owner-occupied housing units	5,153	91.4%	87,887	80.4%	3,397,156	73.4%
Population in owner-occupied housing units	14,187	92.3%	246,271	83.2%	6,033,314	66.7%
Renter-occupied housing units	486	8.6%	21,403	19.6%	1,229,008	26.6%
Population in renter-occupied housing units	1,177	7.7%	49,888	16.8%	3,016,820	33.3%

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Tables B25008 and B25032

Table 6 compares the average household size for all occupied units, owner-occupied units, and renter-occupied units in the Township in 2021 with data for the County and State. The Township’s average household size for all housing units was lower than owner-occupied units and higher than renter-occupied units. Owner-occupied units in the Township were smaller than those in both the County and the State. Renter-occupied units in the Township were slightly larger than the County while slightly smaller than the State.

TABLE 6: Household Size in Occupied Housing Units by Tenure for Mantua Township, Gloucester County and New Jersey, 2021

Average Household Size of Occupied Units	Mantua Township	Gloucester County	New Jersey
All occupied housing units	2.72	2.71	2.66
Owner-occupied units	2.75	2.8	2.78
Renter-occupied units	2.42	2.33	2.45

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Table B25010

Table 7 indicates that Mantua has a large percentage of 3- and 4- bedroom units, accounting for about over 70% of the occupied housing stock. Owner-occupied units tended to be larger, with over 70% of all owner-occupied units having three bedrooms or more and no owner-occupied units with no bedrooms. Majority of owner-occupied units had three bedrooms. This is compared to only .7% of all renter-occupied units having four bedrooms and no renter-occupied units with five bedrooms or more. Majority of renter-occupied units had none, one or two bedrooms

TABLE 7: Bedrooms per Unit by Tenure for Occupied Units for Mantua Township, 2021

Number of Bedrooms	Total Units	Percent of Total Units	Owner-Occupied		Renter-Occupied	
			Estimate	Percent	Estimate	Percent
No bedroom	0	0.0%	0	0.0%	0	0.0%
1 bedroom	174	3.1%	59	1.0%	115	2.0%
2 bedrooms	996	17.7%	794	14.1%	202	3.6%
3 bedrooms	2457	43.6%	2349	41.7%	108	1.9%
4 bedrooms	1790	31.7%	1754	31.1%	36	0.6%

5 or more bedrooms	222	3.9%	197	3.5%	25	0.4%
Total Occupied Housing Units:	5,639	1	5,153	91.4%	486	8.62%

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Table B25042

The distribution of bedrooms per unit, shown in Table 8, indicates that Mantua Township generally follows the same bedroom distribution as the County and the State. However The Township contains a larger percentage of 4 bedroom units, with 34.74% of units being 4 bedrooms, where 28.47% and 20.01% of units at the County and State level are 4 bedroom units.

TABLE 8: Percentage of Occupied Units by Number of Bedrooms Mantua Township, Gloucester County and New Jersey, 2021

Number of Bedrooms	Mantua Township		Gloucester County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
No bedroom	0	0.00%	1091	1.00%	92,390	2.72%
1 bedroom	174	3.38%	7370	6.74%	472,557	13.91%
2 bedrooms	996	19.33%	22332	20.43%	860,225	25.32%
3 bedrooms	2457	47.68%	42979	39.33%	1,097,476	32.31%
4 bedrooms	1790	34.74%	31114	28.47%	679,751	20.01%
5 or more bedrooms	222	4.31%	4404	4.03%	194,757	5.73%
Owner occupied:	5,153	100%	87,887	80%	2,168,148	64%
No bedroom	0	0.00%	212	0.19%	9,091	0.27%
1 bedroom	59	1.14%	1,126	1.03%	65,845	1.94%
2 bedrooms	794	15.41%	13,707	12.54%	410,485	12.08%
3 bedrooms	2349	45.59%	38,858	35.55%	871,815	25.66%
4 bedrooms	1754	34.04%	30,019	27.47%	630,983	18.57%
5 or more bedrooms	197	3.82%	3,965	3.63%	179,929	5.30%
Renter occupied:	486	9%	21,403	20%	1,229,008	36%
No bedroom	0	0.00%	879	0.80%	83,299	2.45%
1 bedroom	115	2.23%	6,244	5.71%	406,712	11.97%
2 bedrooms	202	3.92%	8,625	7.89%	449,740	13.24%
3 bedrooms	108	2.10%	4,121	3.77%	225,661	6.64%
4 bedrooms	36	0.70%	1,095	1.00%	48,768	1.44%
5 or more bedrooms	25	0.49%	439	0.40%	14,828	0.44%
Total Occupied Housing Units	5,639	109%	109,290	100%	3,397,156	100%

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Table B25042

In addition to data concerning occupancy characteristics, the ACS includes a number of indicators, or surrogates, which relate to the condition of existing housing stock. These indicators have been used by the Council on Affordable Housing (COAH) in calculating a municipality's deteriorated units and indigenous need. In the first two rounds of COAH's fair share allocations (1987-1999), COAH used seven indicators from the Census to calculate indigenous need: age of dwelling; lack of plumbing facilities; lack of complete kitchen facilities; number of persons per room; heating source; and availability of sewer and water. In round three, COAH reduced this to three indicators generated from the ACS. In addition to overcrowded units constructed before 1960, COAH used the following, as described in the ACS:

Plumbing Facilities: Complete plumbing facilities include hot and cold piped water, a flush toilet, and a bathtub or shower. All three facilities must be located inside the dwelling unit.

Kitchen Facilities: Complete kitchen facilities include a sink with piped water, a range or cook top and oven, and a refrigerator. All three facilities must be located inside the dwelling unit.

Table 9 compares the Township, County, and State for the above indicators of housing quality.

Majority of the occupied units (84.2%) were heated with utility gas, less than the County and the State; followed by electricity (8.4% of occupied units), which was a smaller percentage than the County and the State.

Almost all of the occupied housing units (99.1%) had 1 person or less per room, which is slightly higher than the County (99%) and higher than the State (96.5%).

The Township has no housing units with incomplete plumbing facilities or lacking kitchen facilities. 16 units or .3% do not have telephone service.

TABLE 9: Housing Quality Indicators for All Occupied Housing Units for Mantua Township, Gloucester County and New Jersey, 2021

House Heating Fuel	Mantua Township		Gloucester County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Utility gas	4,748	84.2%	84,083	76.9%	2,521,916	74.2%
Bottled, tank, or LP gas	10	0.2%	2,047	1.9%	77,429	2.3%
Electricity	472	8.4%	10,850	9.9%	484,942	14.3%
Fuel oil, kerosene, etc.	327	5.8%	10,962	10.0%	256,421	7.5%
Coal or coke	0	0.0%	59	0.1%	1,216	0.0%
Wood	27	0.5%	372	0.3%	11,506	0.3%
Solar energy	0	0.0%	331	0.3%	5,613	0.2%
Other fuel	38	0.7%	464	0.4%	15,622	0.5%
No fuel used	17	0.3%	122	0.1%	22,491	0.7%
Occupied housing units	5,639	100.0%	109,290	100.0%	3,397,156	100.0%
Occupants per Room						
	Estimate	Percent	Estimate	Percent	Estimate	Percent
1.00 or less	5,587	99.1%	108,244	99.0%	3,279,711	96.5%
1.01 to 1.50	52	0.9%	760	0.7%	76,086	2.2%
1.51 or more	0	0.0%	286	0.3%	41,359	1.2%
Occupied housing units	5,639	100.0%	109,290	100%	3,397,156	100%
Facilities						
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Lacking complete plumbing facilities	0	0.0%	162	0.1%	10,012	0.3%
Lacking complete kitchen facilities	0	0.0%	753	0.7%	26,700	0.8%
No telephone service available	16	0.3%	699	0.6%	31,636	0.9%

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Table DP04.

The last factors used to describe the municipal housing stock are the housing values and gross rents for residential units. With regard to values, the ACS offers a summary of housing values, presented in Table 10, which indicates that in 2021, over 60% of all owner-occupied residential properties in the Township were valued over \$200,000, which is a slightly higher percentage than the County but lower than the State. 5% of the occupied units were valued at \$500,000 or more, which is significantly lower than the State, where 26.6% were valued at \$500,000 or more. The median housing value was \$244,100 which is slightly higher than the County but lower than the State.

TABLE 10: Value for All Owner-Occupied Housing Units for Mantua Township, Gloucester County and New Jersey, 2021

Value Range of Units	Mantua Township		Gloucester County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Less than \$50,000	223	4.3%	2612	3.0%	52545	2.4%
\$50,000-\$99,999	195	3.8%	2835	3.2%	57723	2.7%

\$100,000-\$149,999	497	9.6%	9679	11.0%	101153	4.7%
\$150,000-\$199,999	730	14.2%	18207	20.7%	181997	8.4%
\$200,000 to \$299,999	1672	32.4%	30074	34.2%	439413	20.3%
\$300,000 to \$499,999	1576	30.6%	20867	23.7%	758769	35.0%
\$500,000 +	260	5.0%	3613	4.1%	576548	26.6%
Total	5,153	100%	87,887	100%	2,168,148	100%
Median value	\$244,100		\$232,800		\$355,700	

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Tables B25075 and B25077

However, the housing value information should be supplemented by the monthly costs borne by homeowners, as shown in Table 11 below. 68.5% of owned housing units in the Township had a mortgage. Of these, for 47.1% of the units the owners paid less than 20% of their household income in monthly costs. The second highest monthly cost range was 20% to 24.9% of household income, with 24.5% of the homes with a mortgage. For homes in the Township without a mortgage, over 60% paid less than 20% of the household income and 21.7% paid more than 35% of the household income on monthly costs.

TABLE 11: Selected Monthly Owner Costs as a Percentage of Household Income for Mantua Township, Gloucester County and New Jersey, 2021

Monthly Owner Costs	Mantua Township		Gloucester County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Total owned housing units	5,153	-	87,887	-	2,168,148	-
Units with a mortgage	3,530	68.5%	60,004	68.3%	1,422,068	65.6%
Units without a mortgage	1,623	31.5%	27,883	31.7%	746,080	34.4%
Housing units with a mortgage *	3,530	100%	59,743	100%	1,416,759	100%
Less than 20.0 percent	1,661	47.1%	25,459	42.6%	536,776	37.9%
20.0 to 24.9 percent	864	24.5%	11,277	18.9%	237,930	16.8%
25.0 to 29.9 percent	357	10.1%	7,297	12.2%	168,145	11.9%
30.0 to 34.9 percent	180	5.1%	3,983	6.7%	112,851	8.0%
35.0 percent or more	468	13.3%	11,727	19.6%	361,057	25.5%
Not computed	0		261		5309	
Housing unit without a mortgage *	1,616	100%	27,691	100%	739,057	100%
Less than 10.0 percent	398	24.6%	7,680	27.7%	212,078	28.7%
10.0 to 14.9 percent	282	17.5%	5,508	19.9%	152,283	20.6%
15.0 to 19.9 percent	364	22.5%	4,353	15.7%	95,959	13.0%
20.0 to 24.9 percent	145	9.0%	2,744	9.9%	65,229	8.8%
25.0 to 29.9 percent	76	4.7%	1,790	6.5%	44,543	6.0%
30.0 to 34.9 percent	57	3.5%	967	3.5%	31,431	4.3%
35.0 percent or more	294	18.2%	4,649	16.8%	137,534	18.6%
Not computed	7		192		7023	

*Excluding units where SMOCAPI cannot be computed

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey Table DP04

The data in Table 12 indicates that in 2021, 51.3% of the leased units paid between \$1,000 to \$1,499 per month in rent. For the County and State, the highest rent range was the same with 38.9% for the County and 35.1% for the State. The median gross rent in the Township was higher for both the County and the State.

TABLE 12: Gross Rents (2021 dollars) for Renter-Occupied Housing Units for Mantua Township, Gloucester County and New Jersey, 2021

Gross Rent (2021 dollars)	Mantua Township		Gloucester County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied units paying rent	429	-	20,425	-	1,193,004	-
Less than \$500	21	4.9%	1,720	8.4%	88,542	7.4%
\$500 to \$999	57	13.3%	3,365	16.5%	145,677	12.2%
\$1,000 to \$1,499	220	51.3%	7,947	38.9%	418,150	35.1%
\$1,500 to \$1,999	86	20.0%	5,024	24.6%	304,015	25.5%
\$2,000 to \$2,499	34	7.9%	1,561	7.6%	131,245	11.0%
\$2,500 to \$2,999	0	0.0%	591	2.9%	52,911	4.4%
\$3,000 or more	11	2.6%	217	1.1%	52,464	4.4%
No rent paid	57		978		36,004	
Median Gross Rent	\$1,289		\$1,301		\$1,436	

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey Table DP04

The data in Table 13 indicates that 30.8% of the units in the Township paid more than 35% of household income in rent, which was a lower percentage of units than the County (43.3%) or the State (41.7%). Only 8.6% units paid less than 15% of household income, which was lesser percentage of units than the County and the State.

TABLE 13: Gross Rents (2021 dollars) as a Percentage of Household Income for Renter-Occupied Housing Units for Mantua Township, Gloucester County and New Jersey, 2021

Percent Gross Rent	Mantua Township		Gloucester County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied units paying rent	429	-	20,298	-	1,169,548	-
Less than 15.0 percent	37	8.6%	1,850	9.1%	144,193	12.3%
15.0 to 19.9 percent	53	12.4%	2,389	11.8%	148,892	12.7%
20.0 to 24.9 percent	71	16.6%	2,548	12.6%	149,809	12.8%
25.0 to 29.9 percent	110	25.6%	2,692	13.3%	135,514	11.6%
30.0 to 34.9 percent	26	6.1%	2,032	10.0%	103,831	8.9%
35.0 percent or more	132	30.8%	8,787	43.3%	487,309	41.7%
Not computed	57		1,105		59,460	

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey Table DP04

The data in Table 14 indicates that, in 2021, there were 486 renter households. Of these, 158 households (32.5% of renter households) were paying 30% or more of their income for rent, with the percentage not computed for 57 households (11.7% of renter households).

A figure of 30% is considered the limit of affordability for rental housing costs. Most of these (47 households) had an annual household income between \$10,000 and \$19,000.

The most common household income range was \$50,000- \$74,900 with 171 renter households.

TABLE 14: Household Income by Gross Rent as a Percentage of Household Income for Mantua Township, 2021

Income	Households	Percentage of Household Income					
		0-19.9%	20-24.9%	25-29.9%	30-34.9%	35% +	Not computed
< \$10,000	37	0	0	0	0	31	6
\$10,000 – 19,999	75	0	11	0	10	37	17
\$20,000 – 34,999	39	0	0	0	0	30	9
\$35,000 – 49,999	18	0	0	0	11	0	7
\$50,000 – 74,999	171	0	22	110	5	34	0
\$75,000 – 99,999	62	24	38	0	0	0	0
\$100,000 or more	84	66	0	0	0	0	18
Total	486	90	71	110	26	132	57
Percent Total	100.00%	18.5%	14.6%	22.6%	5.3%	27.2%	11.7%

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Table B25074

ANALYSIS OF DEMOGRAPHIC CHARACTERISTICS

As with the inventory of the municipal housing stock, the primary sources of information for the analysis of the demographic characteristics of the Township's residents are the 2020 U.S. Census and the 2017-2021 American Community Survey (ACS).

The 2020 Census indicates that the Township had 15,235 residents, or 18 more residents than in 2010, representing a population increase of .1%. In the previous 10 years from 2000 to 2010, the Township's population had decreased by 7% or 1000 residents. From 1990 to 2000 the Township grew much more quickly than the County or the State, with a percent change of 41.1% or 4,143 people, compared to 10.7% and 8.9% for the County and State respectively. The changing population between 1930 and 2020 in Mantua Township, Gloucester County and New Jersey is shown in Table 15 below.

TABLE 15: Comparison of Population Trends for Mantua Township, Gloucester County and New Jersey, 1930 to 2020

Year	Mantua Township			Gloucester County			New Jersey		
	Persons	Number Change	Percent Change	Persons	Number Change	Percent Change	Persons	Number Change	Percent Change
1930	2,677			70,802			4,041,334		
1940	2,433	-244	-9.1%	72,219	1,417	2.0%	4,160,165	118,831	2.9%
1950	3,548	1,115	45.8%	91,727	19,508	27.0%	4,835,329	675,164	16.2%
1960	7,991	4,443	125.2%	134,840	43,113	47.0%	6,066,782	1,231,453	25.5%
1970	9,643	1,652	20.7%	172,681	37,841	28.1%	7,171,112	1,104,330	18.2%
1980	9,193	-450	-4.7%	199,917	27,236	15.8%	7,365,011	193,899	2.7%
1990	10,074	881	9.6%	230,082	30,165	15.1%	7,730,188	365,177	5.0%
2000	14,217	4,143	41.1%	254,673	24,591	10.7%	8,414,350	684,162	8.9%
2010	15,217	1,000	7.0%	288,288	33,615	13.2%	8,791,894	377,544	4.5%
2020	15,235	18	0.1%	302,294	14,006	4.9%	9,288,994	497,100	5.7%

Data Sources: U.S. Census Bureau, 2000, 2010, & 2020 Census Dataset SF-2, Table P1 & DP01; New Jersey Department of Labor and Workforce Development, New Jersey State Data Center 1990 Census, Table 6. New Jersey Resident Population by Municipality: 1930 - 1990

The age distribution of the Township's residents is shown in Table 16. Overall, there are more females than males with 53.5% of the population being females. Within the age cohorts both the populations are relatively the same, with the 55-64 age cohort being the only with slightly more males.

TABLE 16: Population by Age and Sex, Mantua Township, 2021

Age Cohorts of Resident Population	Total Persons		Male Population		Female Population	
	Number	Percent	Number	Percent	Number	Percent
Under 5	646	4.2%	320	2.1%	326	2.1%
5 – 19	2936	19.1%	1253	8.1%	1683	10.9%
20 – 34	2607	16.9%	1184	7.7%	1423	9.2%
35 – 54	4371	28.4%	2046	13.3%	2325	15.1%
55 – 64	2684	17.4%	1351	8.8%	1333	8.7%
65 +	2149	14.0%	999	6.5%	1150	7.5%
Total	15,393	100.0%	7,153	46.5%	8,240	53.5%
Median Age	42.1		42		42.1	

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Table S0101

Table 17 shows the change in the Township's population distribution across the various age cohorts between 2011 and 2021. The 20-34 age group had the most increase (16%) in the time period. Population in Under 5, 5-19, and 35-64 age cohorts decreased, whereas population within all other age

groups increased. The median age increased by 3.8 years due to fewer persons in the younger age groups (Under 5).

TABLE 17: Population Growth in 10 Years, Mantua Township, 2011 to 2021

Age Cohorts of Resident Population	Total Persons, 2011		Total Persons, 2021		Change, 2011-2021	
	Number	Percent	Number	Percent	Number	Percent
Under 5	820	5.4%	646	4.2%	-174	-21.2%
5 – 19	3598	23.7%	2,936	19.1%	-662	-18.4%
20 – 34	2247	14.8%	2,607	16.9%	360	16.0%
35 – 54	4980	32.8%	4,371	28.4%	-609	-12.2%
55 – 64	1746	11.5%	2684	17.4%	938	53.7%
65 +	1792	11.8%	2149	14.0%	357	19.9%
Total	15,183	-	14,909	100%	210	-
Median Age	39.8		43.6		3.8	

Data Source: 2011 & 2021 5-Year American Community Survey Table S0101

Table 18 compares the Township to the County and State for the same age categories. The Township's population distribution in 2021 was roughly the same as that of the County and the State, although in the Township there are slightly more people that are 65 years and older. The median age for Township residents was slightly higher than that of the County and higher than that of the State.

TABLE 18: Comparison of Age Distribution for Mantua Township, Gloucester County and New Jersey, 2021

Age of Population	Mantua Township		Gloucester County		New Jersey	
	Number	Percent	Number	Percent	Number	Percent
Under 5	111	4.3%	15,451	5.1%	530,376	5.7%
5 – 19	487	19.1%	57,668	19.2%	1,732,885	18.8%
20 – 34	304	11.9%	55,919	18.6%	1,738,993	18.8%
35 – 54	667	26.1%	80,402	26.7%	2,462,177	26.7%
55 – 64	345	13.5%	43,433	14.4%	1,275,077	13.8%
65 +	639	25.0%	47,948	15.9%	1,494,516	16.2%
Total	2,553	100%	300,821	100%	9,234,024	100%
Median Age	43.6		40.6		40	

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey Table S0101

Table 19 provides the 2021 ACS on household size for Mantua Township, Gloucester County and New Jersey. The Township has similar trends to the County and the State, with lower percentage of 1-person households and a higher percentage of 2-person households.

TABLE 19: Comparison of Household Size for Mantua Township, Gloucester County and New Jersey, 2021

Household Size	Mantua Township		Gloucester County		New Jersey	
	Number	Percent	Number	Percent	Number	Percent
1 person	904	16.0%	25549	23.4%	885325	26.1%
2 persons	2210	39.2%	35078	32.1%	1056441	31.1%
3 persons	1030	18.3%	19755	18.1%	586435	17.3%
4 or more persons	1495	26.5%	28908	26.5%	868955	25.6%
Total Households	5,639	100%	109,290	100%	3,397,156	100%
Average Household Size	2.72		2.71		2.66	

Data Source: 2021 5-Year American Community Survey Table S2501

Table 20 presents a detailed breakdown of the Township's population by household type comparing it to the County and the State. Of the Township's population, 99.8% are in households with 61.4% being considered married-couple families. The average household size was 2.72 and the average family size was 3.04. The household and family sizes of the Township are smaller than the County and State.

TABLE 20: Persons by Household Type and Relationship for Mantua Township, Gloucester County and New Jersey, 2021

Relationship in Household	Mantua Township		Gloucester County		New Jersey	
	Number	Percent	Number	Percent	Number	Percent
Total population	15,393	100.0%	300,821	100.0%	9,234,024	100.0%
In households	15,364	99.8%	296,159	98.5%	9,050,134	98.0%
Total Households	5,639	100.0%	109,290	100.0%	3,397,156	100.0%
Married-couple family	3,464	61.4%	58,005	53.1%	1,723,295	50.7%
With own children of the householder under 18 years	1,289	22.9%	23,258	21.3%	722,047	21.3%
Cohabiting couple household	402	7.1%	7,413	6.8%	202,587	6.0%
With own children of the householder under 18 years	94	1.7%	2,747	2.5%	68,350	2.0%
Male householder, no spouse/partner present	676	12.0%	15,834	14.5%	543,681	16.0%
With own children of the householder under 18 years	22	0.4%	1,222	1.1%	33,903	1.0%
Householder living alone	375	6.7%	10,526	9.6%	376,440	11.1%
65 years and over	178	3.2%	3,308	3.0%	115,496	3.4%
Female householder, no spouse/partner present	1,097	19.5%	28,038	25.7%	927,593	27.3%
With own children of the householder under 18 years	191	3.4%	5,362	4.9%	167,644	4.9%
Householder living alone	529	9.4%	15,023	13.7%	508,885	15.0%
65 years and over	308	5.5%	8,221	7.5%	271,596	8.0%
Households with one or more people under 18 years	1,794	31.8%	36,300	33.2%	1,089,738	32.1%
Households with one or more people 65 years and over	1,534	27.2%	34,253	31.3%	1,069,938	31.5%
Average household size	2.72		2.71		2.66	
Average family size	3.04		3.19		3.24	

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey Table DP02

Table 21 provides 2020 income data for the Township, County, and State. The Township's income across all categories were higher than the County and the State. The largest difference in income between the Township and the County is with mean household income and mean family income, with a difference of about \$25,000. The largest difference in income between the Township and the State is mean household income with a difference of \$15,849.

TABLE 21: Income for Mantua Township, Gloucester County and New Jersey, 2021

Annual Income	Mantua Township	Gloucester County	New Jersey
Per Capita Income	\$52,622	\$42,742	\$46,691
Median Household Income	\$105,546	\$93,208	\$89,703
Mean Household Income	\$140,475	\$114,338	\$124,626
Median Family Income	\$120,060	\$113,190	\$110,115
Mean Family Income	\$159,432	\$133,177	\$146,057

Data Source: U.S. Census Bureau, 2021 American Community Survey Estimates for Township, County and State, Table DP03

Table 22 compares the household income for the Township, County and State. The largest income category in the Township was those earning between \$100,000 to \$149,999 (22.2% of households) compared to

21% in the County and 17.9% in the State for the same income range. The median household income of the Township is greater by about \$20,00 when compared to the County and State.

TABLE 22: Comparison of Household Income for Mantua Township, Gloucester County and New Jersey, 2021

Household Income Range	Mantua Township		Gloucester County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Total households	5,639	100.0%	109,290	100.0%	3,397,156	100.0%
Less than \$10,000	146	2.6%	3,343	3.1%	147,115	4.3%
\$10,000 to \$14,999	87	1.5%	2,583	2.4%	109,383	3.2%
\$15,000 to \$24,999	265	4.7%	5,439	5.0%	207,976	6.1%
\$25,000 to \$34,999	216	3.8%	7,100	6.5%	210,606	6.2%
\$35,000 to \$49,999	278	4.9%	9,553	8.7%	296,929	8.7%
\$50,000 to \$74,999	800	14.2%	15,895	14.5%	473,048	13.9%
\$75,000 to \$99,999	873	15.5%	14,113	12.9%	410,984	12.1%
\$100,000 to \$149,999	1250	22.2%	22,949	21.0%	609,135	17.9%
\$150,000 or more	607	10.8%	13,642	12.5%	369,660	10.9%
Median household income	\$105,546		\$93,208		\$89,703	
Mean household income	\$140,475		\$114,338		\$124,626	

Data Source: U.S. Census Bureau, 2021 American Community Survey Estimates for Township, County and State, Table DP03

Table 23 addresses the lower end of the income spectrum, providing data on poverty levels for persons and families in 2021. The percentage of population estimated to be below poverty level in the Township (5.1%) was lower than the County (7.2%) and the State (9.8%). The Over 65 age cohort had the highest percentage of persons below poverty level (8.7% of total persons in the age cohort), compared to 5.8% in the County and 8.7% in the State.

TABLE 23: Poverty Status in the Past 12 Months for Mantua Township, Gloucester County and New Jersey, 2021

Poverty Status	Mantua Township			Gloucester County			New Jersey		
	Total Estimated Persons	Estimated Below Poverty Level	Percent Below Poverty Level	Total Estimated Persons	Estimated Below Poverty Level	Percent Below Poverty Level	Total Estimated Persons	Estimated Below Poverty Level	Percent Below Poverty Level
Population for whom poverty status is determined	15,393	781	5.1%	296,358	21,274	7.2%	9,058,493	883,896	9.8%
AGE GROUP									
Under 18	3,173	163	5.1%	64,992	5,489	8.4%	2,014,455	272,725	13.5%
18 to 64	10,071	430	4.3%	184,081	13,024	7.1%	5,586,419	484,017	8.7%
Over 65	2,149	188	8.7%	47,285	2,761	5.8%	1,457,619	127,154	8.7%
GENDER									
Male	7,153	367	5.1%	144,904	9,659	6.7%	4,438,030	386,262	8.7%
Female	8,240	414	5.0%	151,454	11,615	7.7%	4,620,463	497,634	10.8%
EMPLOYMENT STATUS									
Worked full-time*	5,921	33	0.6%	107,714	1,067	1.0%	3,309,010	56,959	1.7%
Worked less than full-time*	3,043	195	6.4%	58,447	5,526	9.5%	1,689,455	178,227	10.5%
Did not work	3,875	390	10.1%	73,570	9,691	13.2%	2,285,146	403,262	17.6%

* Worked year-round for the past 12 months

Data Source: U.S. Census Bureau, 2021 American Community Survey Estimates for Township, County and State, Table S1701

According to the data in Table 24, the Township has less families qualifying for poverty status than the County and the State. The percentage of poverty status for all families in the Township have decreased between 2011 and 2021. In a majority of the age cohorts, the number of people below the poverty level has decreased. Within married couple families and people 65 years and older the number of people below the poverty has increased.

TABLE 24: Comparison of Poverty Status for Persons and Families for Mantua Township, Gloucester County and New Jersey, 2011 and 2021 (% with income below poverty)

Percentage of Families and Persons Below Poverty Level	Mantua Township		Gloucester County		New Jersey	
	2011 ACS	2021 ACS	2011 ACS	2021 ACS	2011 ACS	2021 ACS
All families	4.3%	2.4%	5.2%	4.2%	7.0%	7.0%
Married couple families	0.7%	8.8%	1.9%	1.4%	3.1%	3.5%
All people	5.7%	5.1%	7.3%	7.2%	9.4%	9.8%
Under 18 years	10.0%	5.1%	9.9%	8.4%	9.9%	13.5%
18 to 64 years	4.5%	4.3%	6.5%	7.1%	8.3%	8.7%
65 years and over	2.7%	8.7%	6.5%	5.8%	7.7%	8.7%

Data Source: 2011 & 2021 American Community Survey 5-Year Estimates, Table DP03

The ACS includes a vast array of additional demographic data that provide interesting insights into an area's population. For example, Table 25 provides a comparison of the percent of persons who moved into their current homes; this is a surrogate measure of the mobility/stability of a population. The data indicates that the highest percentage of current Township residents moved into the unit between 2000 and 2009. The percentage of householders living in their current homes from 1989 and earlier is slightly smaller for the Township (12.6%) than the County (15.9%) and the State (13.5%), indicating long-term residents and stable residential neighborhoods.

TABLE 25: Year Householder Moved into the Housing Unit for Mantua Township, Gloucester County and New Jersey, 2021

Year Householder Moved into the Housing Unit	Mantua Township		Gloucester County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Moved in 2019 or later	456	8.1%	8,304	7.6%	284,568	8.4%
Moved in 2015 to 2018	1017	18.0%	25,320	23.2%	884,553	26.0%
Moved in 2010 to 2014	807	14.3%	15,234	13.9%	561,637	16.5%
Moved in 2000 to 2009	1436	25.5%	26,018	23.8%	767,909	22.6%
Moved in 1990 to 1999	1215	21.5%	17,075	15.6%	440,049	13.0%
Moved in 1989 and earlier	708	12.6%	17,339	15.9%	458,440	13.5%
Occupied Housing Units	5,639	100%	109,290	100%	3,397,156	100%

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Table DP04

Table 26 compares educational attainment for Township, County, and State for residents over 25 years of age. The data indicates that the percentage of Township residents with a high school diploma or more and the percentage with a bachelor's degree or higher exceeds that of the County and the State. Most residents in the Township (33.8% of persons 25 years and older) have graduated high school.

TABLE 26: Educational Attainment (of persons 25 years and over) for Mantua Township, Gloucester County and New Jersey, 2021

Education Level	Mantua Township		Gloucester County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Population 25 years and over	11,068	-	208,873	-	6,411,606	-
Less than 9th grade	129	1.2%	4,496	2.2%	295,145	4.6%
9th to 12th grade, no diploma	467	4.2%	8,720	4.2%	313,732	4.9%
High school graduate (includes equivalency)	3,744	33.8%	65,461	31.3%	1,693,560	26.4%
Some college, no degree	1873	16.9%	38,525	18.4%	1,017,727	15.9%
Associate's degree	1020	9.2%	19,653	9.4%	430,589	6.7%
Bachelor's degree	2,470	22.3%	47,561	22.8%	1,611,515	25.1%
Graduate or professional degree	1365	12.3%	24,457	11.7%	1,049,338	16.4%
Percent high school graduate or higher	94.60%		93.70%		90.50%	
Percent bachelor's degree or higher	34.60%		34.50%		41.50%	

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Table S1501

The ACS also provides data on the commuting characteristics of the residents, including means of transportation which people use to reach their place of work, commute times and number of vehicles households have.

Table 27 compares the means of transportation for the Township, County, and State relative to driving alone, carpooling, using public transit, and other means of transportation. The Township has more people who drive alone (83%) than the County (79.7%) and the State (67.3%) average. The use of public transportation and other modes of transportation is lower than the County and the State. The number of people who worked at home is similar between the geographies, with the Township being slightly higher than the County but lower than the State.

TABLE 27: Means of Transportation to Work (of workers 16 years old and over) for Mantua Township, Gloucester County and New Jersey, 2021

Means of Transportation	Mantua Township	Gloucester County	New Jersey
Workers 16 years and over	8,180	150,271	4,489,790
Workers who did not work at home	7,387	136,381	4,012,562
Car, truck, or van	88.3%	86.1%	74.9%
Drove alone	83.0%	79.7%	67.3%
Carpooled	5.2%	6.4%	7.6%
Public transportation (excluding taxicab)	1.1%	2.3%	9.8%
Walked	0.5%	1.1%	2.6%
Bicycle	0.0%	0.2%	0.3%
Taxicab, motorcycle, or other means	0.5%	1.1%	1.8%
Worked at home	9.7%	9.2%	10.6%

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Table S0801

Table 28 shows that for 17.3% of workers over 16 years in the Township, the travel time to work was 20-24 minutes; 12.6% of the workers for the County overall and 12.9% for the State overall had a similar commute. The average travel time for workers in the Township was similar to the County and the State.

TABLE 28: Travel Time to Work (of workers 16 years old and over) for Mantua Township, Gloucester County and New Jersey, 2021

Travel Time to Work	Mantua Township	Gloucester County	New Jersey
Less than 10 minutes	8.2%	11.6%	9.8%
10 to 14 minutes	12.0%	11.0%	11.4%
15 to 19 minutes	14.1%	11.9%	12.8%
20 to 24 minutes	17.3%	12.6%	12.9%
25 to 29 minutes	6.2%	7.2%	6.5%
30 to 34 minutes	9.2%	13.0%	13.7%
35 to 44 minutes	9.3%	9.6%	8.0%
45 to 59 minutes	13.5%	11.9%	10.1%
60 or more minutes	10.3%	11.2%	15.0%
Mean travel time to work (minutes)	30.4	30	31.5

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Table S0801

Table 29 shows that a significant amount of workers had access to multiple vehicles, with 48.1% of all workers having access to 2 vehicles which is more than both the County (43.9%) and the State (39.7%). A significant amount, 42.5% has access to 3 or more vehicles available, higher than the County and the State.

TABLE 29: Vehicles Available (to workers 16 years old and over) for Mantua Township, Gloucester County and New Jersey, 2021

Vehicles Available	Mantua Township	Gloucester County	New Jersey
Workers 16 years and over	8,172	149,213	4,468,088
No vehicle available	1.2%	1.7%	6.3%
1 vehicle available	8.2%	13.4%	22.5%
2 vehicles available	48.1%	43.9%	39.7%
3 or more vehicles available	42.5%	41.0%	31.5%

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey, Table S0801

SUMMARY OF EMPLOYMENT DATA

The New Jersey Department of Labor and Workforce Development provides annual (seasonally unadjusted) estimates for the labor force and employment. Table 30 shows these figures for Mantua Township for the years between 2002 and 2021, including the 5 years of the ‘Great Recession’ between 2008 and 2012, and portions of the COVID-19 Pandemic in 2020 and 2021. Table 31 compares the unemployment rates for the Township, County and State for the same period, although the unemployment rate for the State for 2021 is unavailable. The Township experienced its highest unemployment rate in 2012 at 9.5%, compared to 10.2% in the County and 9.4% in the State in the same year.

TABLE 30: Employment and Labor Force for Mantua Township, 2003 - 2021

YEAR	Labor Force	Employment	Unemployment	Unemployment Rate
2002	8,456	8,037	419	5.0
2003	8,574	8,137	437	5.1
2004	8,794	8,407	387	4.4
2005	9,088	8,656	432	4.8
2006	9,379	8,890	489	5.2
2007	9,411	9,032	379	4.0
2008	9,587	9,113	474	4.9
2009	9,788	8,938	850	8.7
2010	8,133	7,581	552	6.8
2011	7,747	7,147	600	7.7
2012	8,116	7,341	775	9.5
2013	7,968	7,297	671	8.4
2014	7,879	7,353	526	6.7
2015	7,860	7,432	428	5.4
2016	7,934	7,564	370	4.7
2017	8,162	7,816	346	4.2
2018	8,079	7,789	290	3.6
2019	8,203	7,946	257	3.1
2020	8,162	7,501	661	8.1
2021	8,234	7,811	423	5.1

Data Source: Total Labor Force, Employed, Unemployed and Unemployment Rate Average Estimates 2000-2009 and 2010-2021, NJ Department of Labor and Workforce Development

TABLE 31: Comparison of Unemployment Rates for Mantua Township, Gloucester County and New Jersey, 2002 - 2021

YEAR	Mantua Township	Gloucester County	New Jersey
2002	5.0	5.2	5.8
2003	5.1	5.4	5.8
2004	4.4	4.6	4.9
2005	4.8	4.4	4.4
2006	5.2	4.8	4.6
2007	4.0	4.3	4.2
2008	4.9	5.3	5.4
2009	8.7	9.2	9.0
2010	6.8	10.4	9.7
2011	7.7	10.2	9.4
2012	9.5	10.2	9.4
2013	8.4	9.2	8.4
2014	6.7	7.3	6.7
2015	5.4	6	5.7
2016	4.7	5	4.9
2017	4.2	4.6	4.5
2018	3.6	4.1	4
2019	3.1	3.5	3.4
2020	8.1	8.9	9.8
2021	5.1	6	-

Data Source: Total Labor Force, Employed, Unemployed and Unemployment Rate Average Estimates 2000-2009 and 2010-2021; New Jersey Annual Averages: Local Area Unemployment Statistics 1976-2020, NJ Department of Labor and Workforce Development

The ACS provides detailed information on a municipality's resident population as to means of employment. Employment characteristics are described in two ways: first, by occupation, which is the type of work the employee performs; and second, by industry, or the type of business in which the employee works. It is also interesting to note the class of worker performing the job – employee, entrepreneur or other.

Table 32 indicates that 'Management, business, science, and arts occupations', with 48.4% of the employed population over 16 years of age, was the most common occupation in the Township, followed by 'Sales and Office Occupations' at 20.4%. Similarly, at the County and the State level the most common occupation is 'Management, business, science, and arts occupations'.

TABLE 32: Occupation of Resident Population for Mantua Township, Gloucester County and New Jersey, 2021

Occupation	Mantua Township		Gloucester County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16+ years	8,292	-	153,745	-	4,588,902	-
Management, business, science, and arts occupations	4,013	48.4%	67,738	44.1%	2,070,173	45.1%
Service occupations	1119	13.5%	20,483	13.3%	699,743	15.2%
Sales and office occupations	1688	20.4%	35,363	23.0%	970,893	21.2%
Natural resources, construction, and maintenance occupations	778	9.4%	13,118	8.5%	321,846	7.0%
Production, transportation, and material moving occupations	694	8.4%	17,043	11.1%	526,247	11.5%

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey Estimates, Table DP03

Table 33 indicates that “educational services, and health care and social assistance” (27.7%), “professional, scientific, administrative and waste management services” (20.2%) and “retail trade” (9.3%) were the top three industries in the Township.

TABLE 33: Industry of Work of Resident Population for Mantua Township, Gloucester County and New Jersey, 2021

Industry	Mantua Township		Gloucester County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16+ years	8,292	-	153,745	-	4,588,902	-
Agriculture, forestry, fishing, hunting, and mining	53	0.6%	652	0.4%	14,956	0.3%
Construction	608	7.3%	10,726	7.0%	277,402	6.0%
Manufacturing	557	6.7%	11,496	7.5%	372,904	8.1%
Wholesale trade	390	4.7%	5,884	3.8%	144,997	3.2%
Retail trade	774	9.3%	18,446	12.0%	491,633	10.7%
Transportation, warehousing, and utilities	528	6.4%	10,118	6.6%	295,206	6.4%
Information	236	2.8%	2,588	1.7%	119,673	2.6%
Finance, insurance, real estate, rental and leasing	625	7.5%	11,372	7.4%	393,362	8.6%
Professional, scientific, administrative and waste management services	889	10.7%	17,040	11.1%	633,786	13.8%
Educational services, and health care and social assistance	2,301	27.7%	41,476	27.0%	1,105,240	24.1%
Arts, entertainment, recreation, accommodation and food services	628	7.6%	10,604	6.9%	342,886	7.5%
Other services, except public administration	487	5.9%	5,737	3.7%	195,060	4.3%
Public administration	216	2.6%	7,606	4.9%	201,797	4.4%

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey Estimates, Table DP03

Table 34 indicates that the majority (82.1%) of Township’s employed population over 16 years were private wage and salary workers, similar to the trend at the County (79.5%) and State (81.2%). The Township had a higher percentage of government workers than the County and the State.

TABLE 34: Class of Worker of Resident Population for Mantua Township, Gloucester County and New Jersey, 2021

CLASS OF WORKER	Mantua Township		Gloucester County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16+ years	8,292	-	153,745	-	4,588,902	-
Private wage and salary workers	6,806	82.1%	122,218	79.5%	3,726,310	81.2%
Government workers	1123	13.5%	25,608	16.7%	638,493	13.9%
Self-employed in own not incorporated business workers	363	4.4%	5,824	3.8%	217,521	4.7%
Unpaid family workers	0	0.0%	95	0.1%	6,578	0.1%

Data Source: U.S. Census Bureau, 2021 5-Year American Community Survey Estimates, Table DP03

Table 35 identifies the types of industries that are found within Mantua Township. According to the New Jersey Department of Labor's Census of Employment and Wages, private sector employment opportunities in the Township are concentrated in Health/Social with the highest number of jobs (2,449.42 average number of jobs). The greatest number of employers were in the Health/Social industry (170 average employer units).

TABLE 35: Employment and Wages by Industry for Mantua Township, 2019

Industry	Employers	Employment (Number of Jobs)					Wages	
	Average	March	June	Sept	Dec	Average	Annual	Weekly
STATE GOVT TOTALS	1	2	2	2	2	2	\$103,029	\$1,981
LOCAL GOVT TOTALS	7	1595	1652	1481	1526	1502	\$45,815	\$881
LOCAL GOVT EDUCATION	4	1457	1508	1330	1379	1359.17	45456.4	874.161
Agriculture	.	.	.	.	.	.	.	.
Construction	101	648	659	653	614	659.08	\$77,248	\$1,486
Manufacturing	16	99	98	96	93	97.58	\$43,203	\$831
Wholesale Trade	.	.	.	.	.	.	.	.
Retail Trade	92	1393	1440	1405	1469	1421.67	\$25,961	\$499
Transp/Warehousing	22	359	364	372	392	360.25	\$47,001	\$904
Information	.	.	.	.	.	.	.	.
Finance/Insurance	37	245	245	241	239	241.17	\$49,344	\$949
Real Estate	22	133	133	125	125	129.58	\$75,211	\$1,446
Professional/Technical	90	418	399	398	402	404	\$68,403	\$1,315
Management	3	18	18	20	20	18.58	\$96,669	\$1,859
Admin/Waste Remediation	70	781	822	850	819	812.92	\$44,989	\$865
Education	15	112	102	104	114	111.83	\$8,288	\$159
Health/Social	170	2493	2481	2541	2481	2499.42	\$47,271	\$909
Arts/Entertainment	.	.	.	.	.	.	.	.
Accommodations/Food	62	821	886	906	866	866.33	\$16,882	\$325
Other Services	93	625	662	621	642	629.5	\$27,530	\$529
Unclassified	40	38	56	57	68	52.5	\$36,905	\$710
PRIVATE SECTOR TOTALS	883	9,405	9,656	9,628	9,661	9,573	\$42,087	\$809

- = Data do not meet publication standards

Source: N.J. Department of Labor and Workforce Development, Office of Research and Information, Quarterly Census of Employment and Wages, Annual Municipal Data by Sector, 2019.

Mantua Township is located within the Delaware Valley Regional Planning Commission (DVRPC) jurisdiction, which provides long-term forecasts for population, household and employment growth within the region. These numbers are used by the DVRPC to plan for transportation and transit activities, and provide insight into the direction of growth in portions of New Jersey and Pennsylvania. For the Township and Gloucester County, the DVRPC Board-Approved municipal numbers are shown in Table 36.

Population and Employment in the Township are forecasted to grow faster than the County.

TABLE 36: Long-term Population, Household and Employment Forecasts, Mantua Township and Gloucester County 2015-2045

	Mantua Township	Gloucester County
Population		
2015 Population	15,054	291,479
2045 Population	21,721	376,308
Absolute Change (2015-2045)	6,667	84,829
Percent Change (2015-2045)	44.3%	29.1%
Employment		
2015 Employment	5,333	121,382
2045 Employment	8,396	156,686
Absolute Change (2015-2045)	3,063	39,130
Percent Change (2015-2045)	57.4%	32.2%
2015 Employment	5,333	121,382

Source: DVRPC County and Municipal Population & Employment Forecasts

Appendix 5

Villages at Berkley Crediting Documentation

Appendix 6

Maplewood Crediting Documentation

Appendix 7

Cedar Grove Crediting Documentation

Appendix 8

Royal Oaks (USDA) Crediting Documentation

LOAN AGREEMENT

- RRH Loan to a Partnership Operating on a Profit Basis
 RRH Loan to a Limited Partnership Operating on a Profit Basis
 RRH Loan to a Partnership Operating on a Limited Profit Basis
 RRH Loan to a Limited Partnership Operating on a Limited Profit Basis

Phase I

1. Parties and Terms Defined. This agreement dated October 28, 1991 of Limited Partnership the Chestnut Valley, a Partnership, duly organized and operating under N.J.S.A. 42:2A-1 et, Seq. herein called "Partnership", whose post office address is 704 G East Main St., Moorestown, NJ 08057 with the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "the Government", is made in consideration of a loan, herein called "the loan", to Partnership in the amount of \$ 1,500,000.00 made or insured, or to be made or insured, by the Government pursuant to sections 515 (b) of the Housing Act of 1949 to build a 34 unit Rental Housing project. The loan may be sold and insured by the Government. The loan shall be used solely for the specific eligible purposes for which it is approved by the Government in order to provide rental housing and related facilities for eligible occupants, as defined by the Government in rural areas. Such housing and facilities and the land constituting the site as herein called "the housing". The indebtedness and other obligations of the Partnership under the note evidencing the loan, the related security instrument and related agreement are herein called the "loan obligations".

2. Execution of Loan Instruments. To evidence the loan the Partnership shall issue a promissory note (herein referred to as "the note"), signed by the General Partner for the amount of the loan, payable in installments over a period of Fifty (50) years, bearing interest at a rate, and containing other terms and conditions, prescribed by the Government. To secure the note or any indemnity or other agreement required by the Government, the General Partner are to execute a real estate security instrument giving a lien upon the housing and upon such other real property of the Partnership as the Government shall require, including an assignment of the rents and profits as collateral security to be enforced in the event of any default by the Partnership, and containing other terms and conditions prescribed by the Government. The General Partner are to execute any other security instruments and other instruments and documents required by the Government in connection with the making or insuring of the loan. The indebtedness and other obligations of the Partnership under the note, the related security instrument, and any related agreement are herein called the "loan obligation".

3. Equal Opportunity and Nondiscrimination Provisions. The Partnership will execute (a) any undertakings and agreements required by the Government pursuant to Title VIII of the Civil Rights Act of 1968 and the Fair Housing Amendments Act of 1988 related to Fair Housing regarding nondiscrimination in the use and occupancy of housing, (b) Farmers Home Administration Form FmHA 400-1 entitled "Equal Opportunity Agreement," including an "Equal Opportunity Clause" to be incorporated in or attached as a rider to each construction contract the amount of which exceeds \$10,000 and any part of which is paid with funds from the loan, and (c) Farmers Home Administration Form FmHA 400-4, entitled "Assurance Agreement (Under Title VI, Civil Rights Act of 1964)", a copy of which is attached hereto and made a part thereof and any other undertakings and agreements required by the Government pursuant to lawful authority.

4. Borrower Contribution. The amount of \$ 68,000.00 to be contributed by the Partnership from its own funds for the land purchase or development will be placed or deposited with the lender and dispersed prior to any disbursement of interim loan funds or any FmHA loan funds.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0047), Washington, D.C. 20503.

(3) Not characterize the membership by either the admission or withdrawal of any general partner(s) nor permit general partner(s) to maintain less than an aggregate of 5 percent financial interest in the organization nor cause or permit voluntary dissolution of the Partnership nor cause or permit any transfer or encumbrance of title to the housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

(4) Not borrow any money, nor incur any liability aside from current expenses as defined in section 7 which would have a detrimental effect on the housing.

f. Submit for the housing the required reports as per FmHA Regulation 7 CFR Part 1930-C to the Government for prior review.

g. If required by the Government, modify and adjust any matters covered by clause (f) of this section.

h. Comply with all its agreements and obligations in or under the note, security instrument, and any related agreement executed by the Partnership in connection with the loan.

i. Not alter, amend, or repeal without the Government's consent this agreement or the Partnership Agreement, which shall constitute parts of the total contract between the Partnership and the Government relating to the loan obligations.

j. Do other things as may be required by the Government in connection with the operation of the housing, or with any of the Partnership's operations or affairs which may affect the housing, the loan obligations, or the security.

k. If return on investment for any year exceeds 8 percent per annum of borrower's initial investment of \$ 68,000.00, the Government may require that the borrower reduce rents the following year and/or refund the excess return on investment to the tenants or use said excess in a manner that will best benefit the tenants.

7. General Provisions.

a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government in this agreement or elsewhere may be exercised by it in its sole discretion.

b. The provisions of this agreement are representations to the Government, to induce the Government, to make or insure a loan to the Partnership as aforesaid. If the Partnership should fail to comply with or perform any provision of this agreement or any requirement made by the Government pursuant to this agreement, such failure shall constitute default as fully as default in payment or amounts due on the loan obligations. In the event of such failure, the Government at its option may declare the entire amount of the loan obligations immediately due and payable and, if such entire amount is not paid forthwith, may take possession of and operate the housing and proceed to foreclose its security and enforce all other available remedies.

c. Any provisions of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership, after this agreement becomes contractually binding, to any extent such provisions could legally have been foregone or agreed to in amended form, by the Government initially.

d. Any notice, consent, approval, waiver, or agreement must be in writing.

e. This Loan Agreement shall be subject to the present regulations of the Farmers Home Administration and to its future regulations and provisions hereof.

f. This agreement may be cited in the security instrument and any other instruments as the "Loan Agreement" of October 28, 19 91. *W. K. D. DMH*

g. The partnership agrees that no handicapped person will be subjected to discrimination in employment or denied the benefits of the housing because of such handicap. It will comply with the requirements of the Fair Housing Act, 42 U.S.C. 3601 et seq., the Fair Housing Amendments

Act of 1988, the Rehabilitation Act of 1973, U.S.C. 794,
and the implementing regulations of the Department of Agriculture,
7 C.F.R. 15b.

Chestnut Valley Limited

PARTNERSHIP NAME

By:

D. Mark Griffin

D. Mark Griffin

Wayne Griffin

Wayne Griffin

Kenneth D. Griffin

Kenneth D. Griffin

Ronald C. Griffin

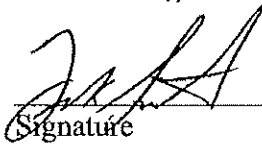
Ronald C. Griffin

Appendix 9

Royal Oaks (CIS) Crediting Documentation

RECORD & RETURN TO:
TAX CREDIT SERVICES

LIHTC # 06914 NEW JERSEY HOUSING & MORTGAGE Prepared By:
 FINANCE AGENCY
 637 SOUTH CLINTON AVE.
 PO BOX 18550
 TRENTON, NEW JERSEY 08650-2085



 Signature

 Frank Sciarrotta

DEED OF EASEMENT AND RESTRICTIVE COVENANT
 FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of November 26, 2008 shall run with the land and is granted by Royal Oak Partners, LLC and its successors and assigns (the "Project Owner") whose principal address is 201 Crosswicks Street, Bordentown, NJ 08505, 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 2006 Carryover Agreement for the building(s) described below, and the extension letter from the Agency dated February 21, 2008, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in an annual amount not to exceed \$709,142 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 5 building(s), which consist of a total of 57 residential rental units, of which 57 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 Royal Oak Apartments (the "Project"). The Project is located at Jackson Road and Pine Brook Drive, Mantua Township, NJ, Municipal Tax Map Block No. 37, Lot No. 5 in the County of Gloucester, New Jersey, and title to which has been recorded in the County Clerk or Register's Office in Deed Book No. 4496 at Page No. 169, 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 comply with the rules.



Docket# 28602 Type: DOR Pages: 8
 James N. Hogan, Gloucester County Clerk
 Receipt#: 25857 01:05:16 P.M. 06/19/2009
 Recording Fee: \$100.00 DB 4662 316

- (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 100 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 **December 2008**.

- (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 20 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 50 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) If this box is checked, the Project is also subject to the state set-aside, which is defined in the _____ Qualified Allocation Plan and was selected by the Project Owner in its Application. The state set-aside requires that ___ percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is ___ 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) If this box is checked, the Project is a Special Needs Project 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 25% 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.
- (10) 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 206 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.
- (11) If this box is checked, the Project Owner pledged in the Application to employ throughout the compliance period a property manager for the Project who has successfully completed an Agency-approved tax credit certification course.
- (12) 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 2006 Qualified Allocation Plan.

- (13) 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.
- (14) 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.
- (15) 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.
- (16) 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.
- (17) The Project Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (18) 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.
- (19) 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.
- (20) 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.
- (21) 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.

- (22) 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.
- (23) 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.
- (24) 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.
- (25) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.
- (26) 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.

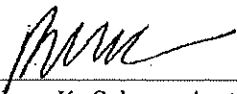
[SIGNATURES ON NEXT PAGE]

Signatures: This Covenant is granted by the Project Owner whose duly authorized representative's signature appears below.

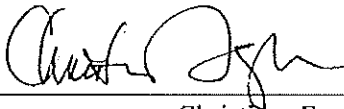
Sworn and subscribed to before
the undersigned Notary Public or
Attorney on the date appearing below:

WITNESS
(IF INDIVIDUAL, LLC, OR PARTNERSHIP)

PROJECT OWNER: Royal Oak Partners, LLC
BY: Jackson Road Associates, LLC, managing member
BY: Community Investment Strategies, Inc., managing member



Barbara K. Schoor, Asst. Secretary

By: 

Christiana Foglio, President

ATTEST (IF A CORPORATION)

PROJECT OWNER:

Secretary

By: _____
President (Corporation)

(Print Name)

ACKNOWLEDGMENT
(LLC or PARTNERSHIP FORM)

I CERTIFY, that on June 3, 2009, Barbara K. Schoor personally came before me Karen Armlin and this person acknowledged under oath, to my satisfaction, that (a) this person is the attesting witness to the signing of this document by Christiana Foglio, who is the President of Community Investment Strategies, Inc. the Managing Member of Jackson Road Associates, LLC, the Managing Member / General Partner of the LLC / Partnership named herein, and duly authorized to execute this document; (b) this document was signed and delivered by the Managing Member / General Partner as its voluntary act on behalf of the LLC / Partnership; and (c) this person signed this proof to attest to the truth of these facts.

WITNESS

SWORN TO AND SUBSCRIBED
before me, this 3rd day of June, 2009.



Notary Public or Attorney

KAREN ARMLIN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/18/2012

ACKNOWLEDGMENT
(CORPORATE FORM)

BE IT REMEMBERED, that on _____, 2007 before me, the subscriber, personally appeared _____ who, being by me duly sworn on the oath, deposes and makes proof to my satisfaction, that he/she is the Secretary of _____ the Corporation named in the within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; and said Instrument was signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Notary Public or Attorney

ATTACHMENT "A"

SCHEDULE A

Legal Description

ALL THAT CERTAIN tract or parcel of land and premises situate, lying and being in the Township of MANTUA, County of GLOUCESTER and State of New Jersey more particularly described as follows:

BEGINNING at a point corner common to Block 37, New Lots 5 and 6, in the Northerly line of Block 275, Lot 1, (recently subdivided), said point being South 75 degrees 23 minutes 28 seconds East, a distance of 571.83 feet from where the said Northerly line of Lot 1 is intersected by the Easterly right of way line of Jackson Road (County Route Number 627), (variable width being measured 35.00 feet perpendicular to the centerline), as illustrated on a plan entitled, "Proposed Minor Subdivision, Royal Oaks, Plate 10, Block 37 Lots 5-7" prepared by Taylor, Wiseman & Taylor, dated July 24, 2007, revised to August 30, 2007, (Drawing No. 369-16750-SUBN), and from said beginning point runs; thence along the division line between Block 37, New Lots 5 and 6, the following six courses and distances; (1) North 14 degrees 36 minutes 32 seconds East, 87.98 feet to a point; thence (2) South 82 degrees 24 minutes 51 seconds East, 60.42 feet to a point; thence (3) North 52 degrees 34 minutes 40 seconds East, 30.80 feet to a point; thence (4) North 07 degrees 34 minutes 52 seconds East, 284.80 feet to a point; thence (5) North 82 degrees 25 minutes 08 seconds West, 95.21 feet to a point; thence (6) North 07 degrees 34 minutes 52 seconds East, 46.00 feet to a point corner common to the same in the Southerly line of Block 37, Lot 4; thence along said Lot 4, (7) South 82 degrees 25 minutes 08 seconds East, 424.29 feet to a point corner to the same in the Westerly line of Block 146.12, Lot 28; thence along said Lot 28 (8) South 07 degrees 41 minutes 38 seconds West, 73.18 feet to a point corner to the same; thence, still along the same, South 01 degrees 41 minutes 17 seconds West, 352.56 feet to a point in the aforementioned Northerly line of Block 275, Lot 1 (recently subdivided); thence along said Lot 1 (10) North 88 degrees 18 minutes 43 seconds West, 321.72 feet to a point corner to the same; thence still along the same (11) North 75 degrees 23 minutes 28 seconds West, 139.12 feet to the point and place of beginning.

SAID ABOVE described tract or parcel of land, containing within said bounds 3.793 acres of land, more or less.

SAID ABOVE described tract of parcel of land being subject to easements and restrictions as set forth on the aforementioned "Proposed Minor Subdivision, Royal Oaks, Plate 10, Block 37, Lots 5 -7".

FOR INFORMATION PURPOSES ONLY: BEING KNOWN AS NEW LOT 5, BLOCK 37 on the Official Tax Map of the Township of MANTUA.

Rec'd 3rd

822457-01
RECORD & RETURN TO:
SURETY TITLE CORPORATION
1 E. STOW RD.
MARLTON, NJ 08053
COMMERCIAL DEPT.

Record and Return to:

Lisa DiOrio, Paralegal
Division of Regulatory Affairs
New Jersey Housing and Mortgage
Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085



Docket#: 33143 Type: AGR Pages: 36
James H. Hogan, Gloucester County Clerk
Receipt#: 29730 09:02:02 A.M. 07/15/2009
Recording Fee: \$380.00 DB 4672 215

ROYAL OAKS PARTNERS, LLC
HMFA #2171

FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT

between

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

and

ROYAL OAKS PARTNERS, LLC

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Prepared by

Robert Purcell
Deputy Attorney General

Permanent Financing Only
Revised August 2004

TABLE OF CONTENTS

Section 1.	Definitions and Interpretation
Section 2.	Background and Purpose
Section 3.	Residential Rental Property
Section 4.	Occupancy Restrictions Governing Tenant Incomes
Section 5.	Representations, Warranties and Covenants of the Owner
Section 6.	Environmental Representations, Warranties and Covenants of the Owner
Section 7.	Reporting Requirements
Section 8.	Covenants to Run With the Land
Section 9.	Term
Section 10.	Disbursement
Section 11.	Insurance; Condemnation
Section 12.	Taxes, Payments in Lieu of Taxes and Other Municipal Charges
Section 13.	Liens and Encumbrances
Section 14.	Maintenance, Repair and Replacement
Section 15.	Advance Amortization Payments
Section 16.	Reserve and Escrow Payments
Section 17.	Compliance Requirements
Section 18.	Lease of Dwelling Units - Maximum Rents
Section 19.	Consideration for Lease
Section 20.	Tenant Security Deposit
Section 21.	Account for Project Revenues
Section 22.	Inspection of Premises
Section 23.	Books and Records
Section 24.	Management Contract
Section 25.	Prohibited Actions
Section 26.	Change of Owner Status
Section 27.	Estoppel
Section 28.	Financing Statements
Section 29.	Assignment
Section 30.	Defaults
Section 31.	Remedies
Section 32.	Anticipatory Breach
Section 33.	Expenses Due to Default
Section 34.	Amendments; Notices; Waivers
Section 35.	Severability
Section 36.	Personal Liability
Section 37.	Counterparts
Section 38.	Disclaimer of Warranties, Liability, Indemnification
Section 39.	Filing
Section 40.	Governing Law and Venue
Section 41.	Equal Opportunity and Nondiscrimination

Section 42. Investment Funding and Return on Investment
Section 43. Applicability and Conflict of Terms and Conditions
Section 44. Miscellaneous
Signatures
Schedule A. Legal Description

THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT (this "Agreement"), is made and entered into as of June 30, 2009, 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 **ROYAL OAKS PARTNERS, LLC** (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 Financing" means the First Mortgage Loan.

"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.

"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.

"Bonds" means the New Jersey Housing and Mortgage Finance Agency Multi-Family Housing Revenue Bonds, 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.

"Day" or "Days," whether or not the word is a capitalized term, shall mean calendar day or day(s) unless otherwise specified.

"**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. Sections 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. Sections 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sections 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. Section 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.

"**Environmental Report**" means the Phase I Environmental Site Assessment prepared by Kernan Consulting Engineers, Inc.

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

"**First Mortgage**" means the first mortgage and security agreement of even date herewith given by the Owner to the Agency to secure the payment of the First Mortgage Note and that constitutes a valid first lien on the Project and the Land.

"**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 that 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 that 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.

"HUD" means the United States Department of Housing and Urban Development.

"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 and Security Agreement, the First Mortgage Note, the Assignment of Leases, the UCC-1 Financing Statements, and, in the event the Project is receiving Tax-Exempt Financing, the Tax Certificate.

"Low Income Tenants" means occupants of the Project who have income of 50 percent or less of the area median gross income, adjusted for family size, as determined under Section 142(d) and 42(g) of the Code, as applicable to the Project's financing structure.

"Mortgage(s)" shall mean any and all mortgages securing the Agency Financing.

"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 Agency Financing and all other improvements to be constructed or located on the Land.

"Project Revenues" means all rents and other revenues of any type whatsoever received with respect to the Project or Owner, except for advances of the Agency Financing.

"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.

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

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

(ii) the 1st day on which no tax-exempt private activity bond issued with respect to the Project is outstanding, or

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

"Residential Rental Project" means a qualified residential rental project as defined in Section 142(d) and 42(g) of the Code, as applicable to the Project's financing structure.

"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.

"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.

"Syndication Proceeds" means the capital contributions payable or paid to the Owner by the investor(s) or member(s) who will benefit from Tax Credits pursuant to the First Amended and Restated Operating Agreement and any other amendment to the First Amended and Restated Operating Agreement as approved by the Agency.

"Tax Certificate" means the Tax Certificate for Borrowers of Tax-Exempt Bond Proceeds, if the Project is receiving Tax-Exempt Financing.

"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.

"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 Agency Financing.

Section 2. Background and Purpose

The Owner has constructed and/or rehabilitated and shall own, maintain, and operate the Project and the Land. The Project consists of 58 units of housing in the Township of Mantua, County of Gloucester, State of New Jersey. To obtain financing for the Project, the Owner has applied to the Agency for the Agency Financing 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 Agency Financing, 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 Agency Financing, 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) The Owner anticipates syndication proceeds from Investor in the amount of \$6,640,451;
- (b) The Owner has received a commitment from the Balanced Housing Program in the amount of \$3,123,376; and
- (c) The Owner will make an investment in the Project as provided in Section 42 of this Agreement.

Section 3. Residential Rental Property

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.
- (f) All dwelling units have been and shall be occupied by or held available for

rental only to members of the general public, without regard to race, creed, religion, national origin or sex.

Section 4. Occupancy Restrictions Governing Tenant Income

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.

In compliance with the foregoing income restrictions, the Owner agrees to rent 100% percent of the units at the Project to tenants whose income is at or below 50% percent of the area's median income adjusted for family size, as median income is defined by the United States Department of Housing and Urban Development, from time to time. The 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 the most stringent as an inducement for and part of the consideration for the Agency to make the Agency Financing.

In the event the Project is receiving Tax-Exempt Financing, the Owner hereby represents, warrants and covenants that at all times throughout the Qualified Project Period, not less than [20/40] percent of the units shall be leased to qualified Low-Income Tenants. For purposes of complying with these requirements, any dwelling unit occupied by an individual or family who is a Low-Income Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Low-Income Tenant even though such individual or family subsequently ceases to be a Low-Income Tenant. The preceding sentence shall not apply to any resident whose income as of the most recent income determination exceeds 140 percent of the income limit applicable to such resident, if after such determination, but before the next determination, any residential unit of comparable or smaller size in the Project is occupied by a new resident whose income exceeds the applicable income limit. If a unit is vacated by an individual or family who qualified as a Low-Income Tenant, such dwelling unit shall be treated as occupied by a Low-Income Tenant until reoccupied (other than for a temporary period of not more than 31 days), at which time the character of the unit shall be redetermined.

In addition, if the Project is receiving Tax-Exempt Financing, the Owner hereby

represents, warrants and covenants that at all times throughout the Qualified Project Period, the Owner shall comply with its representations, warranties and covenants in the Tax Certificate.

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 Mortgage(s), 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 of its properties or rights, which would 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 statutes, laws, ordinances, code, rule, order and decree 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. If the Project receives Tax-Exempt Financing, the Owner shall not take or permit any action to be taken which would have the effect, directly or indirectly, of causing interest on any Bonds to be included in gross income for purposes of federal or State income taxation.

(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 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 the Agency Financing 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 and all amendments thereto have been furnished to the Agency, are 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 shall be 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.

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

Except as disclosed in the Environmental Report, a copy of which was provided to and approved by the Agency, 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) The Owner 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. 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 Environmental Report. 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) The Project is not located within "freshwater wetlands" or a "transition area," each as defined by N.J.S.A. 13:9B-3, and will be or has been constructed 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.

(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. Reporting Requirements

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.

(e) In the event the Project is receiving Tax-Exempt Financing, the Owner shall submit to the Secretary of the United States Department of the Treasury, at such time and in such manner as the Secretary shall prescribe, an annual certification as to whether the Project continues to meet the requirements of Section 142(d) of the Code. A copy of such certification shall be sent to the Agency.

(f) In the event the Project is receiving a subsidy or subsidies from HUD, the

Owner shall comply with the reporting requirements imposed by HUD therefor.

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 (a) if the First Mortgage Loan is prepaid, this Agreement shall remain in effect as provided in the Agency Regulations governing prepayment, and (b) if the Project is receiving Tax-Exempt Financing, this Agreement shall remain in full force and effect for a period not less than the Qualified Project Period.

Section 10. Disbursement

Upon and subject to the terms and conditions of this Agreement and the other Loan Documents, the Agency agrees to disburse to the Owner as described herein Agency Financing in the aggregate amount of the lesser of (a) \$1,471,585 or (b) 90 percent of the total Project cost

established by the Agency.

Section 11. Insurance; Condemnation

During the term of the Agency Financing, the Owner shall cause all the buildings on the premises and the fixtures and articles of personal property covered by the Loan Documents 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 companies, in forms as are satisfactory to the Agency, and in amounts not less than the full replacement value of the Project. The Owner shall assign and deliver the policies to the Agency. All such insurance policies which are obtained by the Owner during the term of the loan shall fully comply with all Agency requirements for property and liability insurance, including but not limited to the Agency requirement that the insurer must meet certain rating standards. The Agency shall be listed as first 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 Owner does not provide the Agency with the evidence of insurance as required herein, the Agency may (but shall not be required to) obtain such coverage. 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 of the First Mortgage Note and shall bear interest at the same interest rate as 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 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 certification from the Owner stating 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;

(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; and

(4) the Project remains financially feasible;

(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; and

(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.

If, in the Agency's 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, damages or award shall be applied to the indebtedness on the First Mortgage Loan. Nothing in this Section shall affect the liens of this Agreement and the Mortgage(s) or the liability of the Owner for payment of the entire balance of the Agency Financing.

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 \$1,000,000.00 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000.00 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 \$10,000,000.00, 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 and one-half (1½) 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. Taxes, Payments in Lieu of Taxes and Other Municipal Charges

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 of the First Mortgage Note, and shall bear interest at the same interest rate as 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 Loan Documents, as security for repayment of the Agency Financing, 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 proforma policy issued to the Agency by Stewart Title Guaranty Company, dated June 30, 2009 and identified as Title #8224ST-01, 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 of the First Mortgage Note and shall bear interest at the same interest rate as 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 of the First Mortgage Note and shall bear interest at the same interest rate as in the First Mortgage Note.

The Owner will not make any substantial alteration to the Project without the consent of the Agency, nor will the Owner permit the removal of any fixtures or articles of personal property, 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 that 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:

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

(f) one-twelfth (1/12) of the amount equal to \$350.00 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 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. Compliance Requirements

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 or as otherwise mandated by HUD, if applicable, 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 and deposit all Project Revenues with a bank, trust company or savings and loan institution approved by the Agency and maintaining an office within the State, the deposits of which are insured by the Federal Deposit Insurance Corporation. 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 Loan Documents, the Servicing Fee or other Project expenses 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.

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 without prior approval of the

Agency and the Owner's compliance 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 Agency Financing, together with a statement of any defenses which may exist as to any liability of the Owner with regard to the Loan Documents.

Section 28. Financing Statements

The Owner hereby irrevocably authorizes the Agency to file on its behalf one or more UCC-1 Financing Statements or renewals thereof with respect to any of the security interests granted by the Loan Documents. 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.

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 Agency Financing, 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, warranty 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. An event set forth in this subsection shall not constitute an Event 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 that shall not have been dismissed within sixty (60) 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 sixty (60) 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, or failure, upon 30 days notice, to either (i) maintain insurance that fully complies with the Agency insurance requirements set forth at Section 11 or in Agency insurance specifications minimum requirements, or (ii) provide replacement insurance to meet Agency insurance requirements as set forth in Section 11, during the term of the First Mortgage Loan;

(f) any representation in conjunction with the Loan Documents or the Project by or on behalf of the Owner that is false or misleading in any material respect when made;

(g) any occurrence that 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.

(i) an Event of Default as to any one mortgage loan held by the Agency shall be deemed an Event of Default as to all mortgage loans held by the Agency.

Section 31. Remedies

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 all Mortgage(s) securing the Agency Financing 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 Mortgage(s) 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 Mortgage(s) 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 Agency Financing 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 or in conjunction with disposition of 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. 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. Anticipatory Breach

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.

Section 33. Expenses Due to Default

All expenses (including reasonable attorney's fees and costs and allowances) incurred in connection with an action to foreclose the Mortgage(s) 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 same interest rate as 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 Loan Documents 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 Loan Documents 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 same interest rate as in the First Mortgage Note.

Section 34. Amendments; Notices; Waivers

This Agreement may be amended only by a written instrument 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 written consent by the Agency 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 and signed by a duly authorized officer and any notice required to be given hereunder shall be given by recognized private carrier with acknowledgment 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: Royal Oaks Partners, LLC
 c/o Community Investment Strategies, Inc.
 201 Crosswicks Street
 Bordentown, NJ 08505

with a copy to:

Investor: BCP/Royal Oaks, LLC
One Boston Place, 21st Floor
Boston, Massachusetts 02108

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 Loan Documents, 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 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 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/or 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. A fax copy of a signature on this Agreement shall have the same effect as an original provided that an original is received by the other party hereto within two business days thereafter.

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, consequential or punitive 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 members, directors, officers, agents, servants, employees, and attorneys 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 and Venue

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

If any legal action should be filed by any party against any other in connection with this Agreement and/or the other Loan Documents, the venue and forum for such action shall be the New Jersey Superior Court, Mercer County.

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 Agency Financing 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 Agency Financing 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 8.57% 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.

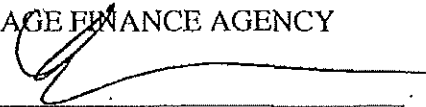
The Owner and Agency agree to cooperate with each other to correct any error(s) that might inadvertently appear in the Loan Documents.

THIS SPACE INTENTIONALLY LEFT BLANK

ATTEST

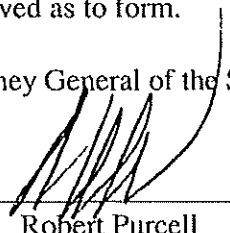

Darryl D. Applegate
Assistant Secretary

NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY

By: 
Leslie S. Lefkowitz
Chief of Legal and Regulatory Affairs

This Agreement has been reviewed and approved as to form.

Attorney General of the State of New Jersey

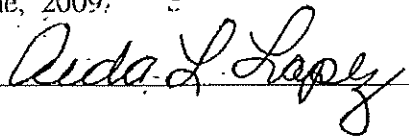
By: 
Robert Purcell
Deputy Attorney General

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on June 30 , 2009, Darryl D. Applegate, personally came before me, and this person acknowledged under oath, to my satisfaction, that (a) this person is the **Assistant Secretary of NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document; (b) this person is the attesting witness to the signing of this document by the proper Agency officer, who is Leslie S. Lefkowitz, the Chief of Legal and Regulatory Affairs of the Agency; (c) this document was signed and delivered by the Agency as its voluntary act duly authorized by a proper resolution of its Board of Directors.

SWORN TO AND SUBSCRIBED

before me this 30th day of
June, 2009.



Aida Luz Lopez
Notary Public of New Jersey
My Commission Expires: July 19, 2012

EXHIBIT "A"

LEGAL DESCRIPTION

File No: 8224ST-01

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Mantua Township, County of Gloucester, and State of New Jersey being more particularly described as follows:

BEGINNING at a point corner to Block 37, New Lots 5 and 6, in the Northerly line of Block 275, Lot 1 (recently subdivided), said point being South 75 degrees 23 minutes 28 seconds East, a distance of 571.83 feet from where the said Northerly line of Lot 1 is intersected by the Easterly right of way line of Jackson Road (County Route Number 627), (variable width being measured 35.00 feet perpendicular to the centerline), as illustrated on a plan entitled, "Proposed Minor Subdivision, Royal Oaks, Page 10, Block 37 Lots 5-7" prepared by Taylor, Wiseman & Taylor, dated July 24, 2007, revised to August 30, 2007, (Drawing No. 369-16750-SUBN), and from said beginning point runs; thence along the division line between Block 37, New Lots 5 and 6, the following six courses and distances;

- (1) North 14 degrees 36 minutes 32 seconds East, 87.98 feet to a point; thence
- (2) South 82 degrees 24 minutes 51 seconds East, 60.42 feet to a point; thence
- (3) North 52 degrees 34 minutes 40 seconds East, 30.80 feet to a point; thence
- (4) North 07 degrees 34 minutes 52 seconds East, 284.80 feet to a point; thence
- (5) North 82 degrees 25 minutes 08 seconds West, 95.21 feet to a point; thence
- (6) North 07 degrees 34 minutes 52 seconds East, 46.00 feet to a point corner common to the same in the Southerly line of Block 37, Lot 4; thence along said Lot 4
- (7) South 82 degrees 25 minutes 08 seconds East, 424.29 feet to a point corner to the same in the Westerly line of Block 146.12, Lot 28; thence along said Lot 28
- (8) South 07 degrees 41 minutes 38 seconds West, 73.18 feet to a point corner to the same; thence,
- (9) still along the same, South 01 degrees 41 minutes 17 seconds West, 352.56 feet to a point in the aforementioned Northerly line of Block 275, Lot 1 (recently subdivided); thence along said Lot 1
- (10) North 88 degrees 18 minutes 43 seconds West, 321.72 feet to a point corner to the same; thence still along the same; thence still along the same
- (11) North 75 degrees 23 minutes 28 seconds West, 139.12 feet to the point and place of beginning.

SAID ABOVE described tract of parcel of land being subject to easements and restrictions as set forth on the aforementioned "Proposed Minor Subdivision, Royal Oaks, Page 10, Block 37, Lots 5-7" filed in the Gloucester County Clerk's Office on 11/09/2007 as Map No. 4275.

FOR INFORMATION PURPOSES ONLY: BEING KNOWN AS NEW LOT 5, BLOCK 37 on the Official Tax Map of the Township of Mantua.

Together with the benefits, subject to the terms and conditions contained in a certain Easement Agreement recorded in Book 2137, Page 235.

Together with the right of ingress and egress over a proposed 37 foot wide access and regress easement known as Pine Brook Drive (private drive) as shown on Proposed Minor Subdivision filed 11/9.2007 as Map No. 4275.

BEING premises No. 396 Jackson Road.

Block: 37, Lot: 5

Appendix 10
Group Homes Crediting Documentation

**Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey**

Municipality: Mantua Township County: Gloucester
 Sponsor: N/A Developer: The Devereux Foundation
 Block: _____ Lot: _____ Unknown- Rental Unit Street Address: 651 Topeka Ave
 Facility Name: Topeka - License #GH1564

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project : <u>N/A</u></p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p style="padding-left: 20px;">Very low-income clients/households <u>3</u></p> <p style="padding-left: 20px;">Low-income clients/households _____</p> <p style="padding-left: 20px;">Moderate-income clients/households _____</p> <p style="padding-left: 20px;">Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing: <u>N/A</u></p> <p>Total # of units _____, including:</p> <p style="padding-left: 20px;"># of very low-income units _____</p> <p style="padding-left: 20px;"># of low-income units _____</p> <p style="padding-left: 20px;"># of moderate-income units _____</p> <p style="padding-left: 20px;"># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: _____</p> <p>Expiration Date of Controls: _____</p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: _____</p> <p>For licensed facilities, indicate licensing agency:</p> <p><input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: <u>unknown</u></p> <p>Current License Date: <u>1/1/2021</u> <i>Renews Annually</i></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Length of commitment: _____ years</p> <p>Other operating subsidy sources: _____; Length of commitment: _____ years</p> <p>Is the subsidy renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <p><input checked="" type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Population Served (describe): <u>Individuals with Developmental Disabilities</u></p> <p>Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>Section 10: Affirmative Marketing Strategy (check all that apply):</p> <p><input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list</p> <p><input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director</p>	

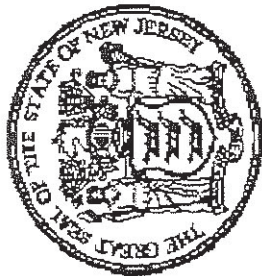
CERTIFICATIONS

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

Certified by: Renee' Mariano, Director of Facilities, The Devereux Foundation NJ 8/9/2021
 Project Administrator Date

Certified by: _____
 Municipal Housing Liaison Date





**State of New Jersey
Department of Human Services
Office of Licensing**

LICENSE

Devereux New Jersey
286 Mantua Grove Rd Bldg 4
West Deptford, NJ 08066

*Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department,
is hereby licensed as a*

Group Home Developmental Disability

for 3 individuals

at
651 TOPEKA AVENUE
MANTUA, NJ 08051

This License is effective from 11/30/2019 to 11/30/2020

**Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey**

Municipality: Mantua Twp County: Gloucester
 Sponsor: The Arc Gloucester Developer: _____
 Block: 277 Lot: 1 Street Address: 1 Fawn Drive
 Facility Name: Sedgwick House Group Home Sewell, NJ 08080

<p>Section 1: Type of Facility:</p> <input checked="" type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) <input type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other – Please Specify: _____	<p>Section 2: Sources and amount of funding committed to the project:</p> <input checked="" type="checkbox"/> Capital Application Funding Unit \$ <u>302,067.02</u> <input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____ <input type="checkbox"/> Balanced Housing – Amount \$ _____ <input type="checkbox"/> HUD – Amount \$ _____ Program _____ <input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____ <input type="checkbox"/> Farmers Home Administration – Amount \$ _____ <input type="checkbox"/> Development fees – Amount \$ _____ <input type="checkbox"/> Bank financing – Amount \$ _____ <input type="checkbox"/> Other – Amount \$ _____ Program _____ <input type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for: Very low-income clients/households _____ Low-income clients/households _____ Moderate-income clients/households _____ Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units <u>3</u>, including: # of very low-income units <u>3</u> # of low-income units _____ # of moderate-income units _____ # of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: _____ years Effective Date of Controls: _____ Expiration Date of Controls: _____ Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <input type="checkbox"/> CO Date: <u>6/15/1999</u> <input checked="" type="checkbox"/> For licensed facilities, indicate licensing agency: <input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF <input type="checkbox"/> Other _____ Initial License Date: <u>6/30/1999</u> Current License Date: <u>1/31/2020</u>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Length of commitment: _____ years Other operating subsidy sources: _____; Length of commitment: _____ years Is the subsidy renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Population Served (describe): <u>Intellectual and Physical Disabled Individuals</u> Age-restricted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>18 Year +</u> Accessible (in accordance with NJ Barrier Free Subcode)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 10: Affirmative Marketing Strategy (check all that apply):</p> <input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list <input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director	

CERTIFICATIONS

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

Certified by: Jack Welsh Facilities Manager Date: 2/2/2020
 Project Administrator

Certified by: _____ Date: _____
 Municipal Housing Liaison



* New Jersey Is An Equal Opportunity Employer *



**Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey**

Municipality: Mantua Twp

County: Gloucester

Sponsor: The Arc Gloucester

Developer: _____

Block: 277 Lot: 1

Street Address: 1 Fawn Drive, Sewell NJ

Facility Name: Sedgewick House Group Home

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input checked="" type="checkbox"/> Capital Application Funding Unit \$<u>202,067.02</u></p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households _____</p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units <u>3</u>, including:</p> <p># of very low-income units <u>3</u></p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: _____</p> <p>Expiration Date of Controls: _____</p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: <u>6/15/1999</u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: <u>6/30/1999</u></p> <p>Current License Date: <u>1/31/2020</u></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Length of commitment: _____ years</p> <p>Other operating subsidy sources: _____; Length of commitment: _____ years</p> <p>Is the subsidy renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Population Served (describe): <u>Intellectual and Physical</u> <u>Disable Individuals</u> <input checked="" type="checkbox"/></p> <p>Age-restricted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 10: Affirmative Marketing Strategy (check all that apply):</p> <p><input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list</p> <p><input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director</p>	

CERTIFICATIONS

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

Certified by: Jack Wesh Facilities Manager 2/7/2020
Project Administrator Date

Certified by: _____ Date
Municipal Housing Liaison



State of New Jersey
Department of Community Affairs
Bureau of Fire Code Enforcement
PO Box 809
Trenton, NJ 08625-0809
609-633-6144



LIFE HAZARD USE CERTIFICATE OF REGISTRATION

Certificate Number: 1449837

Registration No.: 0810059246
Business Name: SEDGWICK HOUSE
Business Address:
1 FAWN Drive
Mantua Twp, Gloucester County
Municipality/County: Mantua Twp / Gloucester
Building Name: SEDGWICK HOUSE
User Assigned Building #: 1
Building Address:
1 FAWN Drive
Mantua Twp, Gloucester County
Floor #:
Location:

Primary Business Owner:
ARC GLOUCESTER

Customer ID: O196451

Primary Business Owner Address:
1555 GATEWAY BD
Woodbury, NJ 08096

LHU No.: 0810059246000101
LHU Code: AD03
LHU Description:

Halfway houses, group homes, community residences, residential child care facilities and residential health care facilities, alcohol and drug treatment centers, youth hostels, homeless shelters and other similar facilities with a maximum permitted occupancy of fewer than 50 persons;

Issuance Date: 1/31/2020
Expiration Date: 1/31/2021

THE LAW REQUIRES THAT THIS CERTIFICATE OF REGISTRATION BE POSTED IN A CONSPICUOUS LOCATION IN THE REGISTERED PREMISES. THIS CERTIFICATE IS NOT TRANSFERABLE. IN THE CASE OF ANY TRANSFER OF TITLE, IT SHALL BE THE DUTY OF THE NEW OWNER(S) TO FILE WITH THE COMMISSIONER WITHIN THIRTY DAYS OF SUCH TRANSFER AN APPLICATION FOR A NEW CERTIFICATE OF REGISTRATION. IN THE CASE OF ANY CHANGE IN INFORMATION PROVIDED IN THE REGISTRATION APPLICATION FORM, IT SHALL BE THE DUTY OF THE OWNER TO NOTIFY THE DEPARTMENT OF COMMUNITY AFFAIRS WITHIN THIRTY DAYS OF SUCH CHANGE.
BE TO COMPLY WITH THESE REQUIREMENTS CONSTITUTES A VIOLATION OF P.L. 1983, CHAPTER 383 OF THE LAWS OF NEW JERSEY AND SUBJECTS THE PARTY SO VIOLATING TO THE PENALTIES THEREIN.



Lt. Governor
Sheila Y. Oliver, Commissioner
Department of Community Affairs

**Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey**

Municipality: Mantua Township
 Sponsor: N/A
 Block: 222 Lot: 7.1
 Facility Name: Warren - Licence #GH760

County: Gloucester
 Developer: The Devereux Foundation
 Street Address: 224 W. Warren Street

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project : N/A</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households <u>4</u></p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing: N/A</p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5: N/A - Owned by Devereux</p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: _____</p> <p>Expiration Date of Controls: _____</p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input checked="" type="checkbox"/> CO Date: <u>11/19/1997</u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: <u>12/1/1997</u></p> <p>Current License Date: <u>11/30/2004</u></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Length of commitment: _____ years</p> <p>Other operating subsidy sources: _____; Length of commitment: _____ years</p> <p>Is the subsidy renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <p><input checked="" type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Population Served (describe): <u>Individuals with Developmental Disabilities</u></p> <p>Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 10: Affirmative Marketing Strategy (check all that apply):</p> <p><input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list</p> <p><input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director</p>	

CERTIFICATIONS

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

Certified by: Renee Mariano - Director of Facilities The Devereux Foundation  8/9/2021
 Project Administrator Date

Certified by: _____
 Municipal Housing Liaison Date



Prepared by:

Gary D. Thompson
An Attorney at Law of NJ

DEED

This Deed is made on Dec. 8, 1997.

BETWEEN RICHARD F. SULLIVAN, JR. and DEBORAH L. SULLIVAN, husband and wife, whose address is 224 West Warren Avenue, Sewell, NJ 08080, referred to as Grantor,

AND THE DEVEREUX FOUNDATION whose address is 390 East Boot Road, West Chester, PA 19353, referred to as Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

TRANSFER OF OWNERSHIP. Grantor grants and conveys (transfers ownership of) the property described below to Grantee. This transfer is made for the sum of ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$165,000.00). Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A. 46:15-2.1) Municipality of Mantua Township, Block 222, Lot 7.01.

PROPERTY. The property consists of the land and all the buildings and structures on the land in the Township of Mantua, County of Gloucester and State of New Jersey. The legal description is:

BEGINNING at a point in the northwesterly line of West Warren Avenue (70 feet wide), said point being North 58 degrees 00 minutes East, 187.95 feet from the intersection of the northwesterly line of West Warren Avenue and the northeasterly curved line of Beechwood Drive (60 feet wide); thence (1) along the northwesterly line of West Warren Avenue, North 58 degrees 00 minutes East 100.00 feet to a corner to Lot 21, Block 41, Plan of Sewell; thence (2) thereby, North 32 degrees 00 minutes West 150.00 feet to a corner; thence (3) along Lots 12 and 13, Block 41 on said Plan, South 58 degrees 00 minutes West 100.00 feet to a corner to Lot 24, Block 41 on said Plan; thence (4) thereby, South 32 degrees 00 minutes East 150.00 feet to the place of beginning.

BEING Lots 22 and 23, Block 41, Plan of Sewell.

BEING the same lands and premises which Peter T. Datsuk and Beverly A. Datsuk conveyed to Richard F. Sullivan, Jr. and Deborah L. Sullivan, by deed dated June 22, 1988 and recorded June 23, 1988 in the Gloucester County Clerk's office in Book 1751 of Deeds, page 292.

SUBJECT TO easements and restrictions of record.

PROMISES BY GRANTOR. Grantor promises that Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against Grantor).

SIGNATURES. Grantor signs this Deed as of the date at the top of this page.

WITNESSED BY:

Richard F. Sullivan, Jr. (SEAL)
Richard F. Sullivan, Jr.

Deborah L. Sullivan (SEAL)
Deborah L. Sullivan

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER, SS:

I CERTIFY that on Dec. 8, 1997, Richard F. Sullivan, Jr. and Deborah L. Sullivan, husband and wife, personally came before me and acknowledged under oath, to my satisfaction, that they are the persons named in and personally signed this Deed; they signed, sealed and delivered this Deed as their act and deed; and they made this Deed for \$165,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Juliane Bruynell
JULIANE BRUYNELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 28, 1999

**Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey**

Municipality: Mantua County: Gloucester
 Sponsor: N/A Developer: N.A
 Block: 54 Lot: 34 Street Address: 34 Creek Lane, Mantua NJ 08061
 Facility Name: Creek Lane - License #GH2637

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project : <u>N/A</u></p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p style="padding-left: 20px;">Very low-income clients/households <u>4</u></p> <p style="padding-left: 20px;">Low-income clients/households _____</p> <p style="padding-left: 20px;">Moderate-income clients/households _____</p> <p style="padding-left: 20px;">Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing: <u>N/A</u></p> <p>Total # of units _____, including:</p> <p style="padding-left: 20px;"># of very low-income units _____</p> <p style="padding-left: 20px;"># of low-income units _____</p> <p style="padding-left: 20px;"># of moderate-income units _____</p> <p style="padding-left: 20px;"># of market-income units _____</p>
<p>Section 5: OWNED BY DEVEREUX</p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: _____</p> <p>Expiration Date of Controls: _____</p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: <u>12/17/2019</u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: <u>6/13/19</u></p> <p>Current License Date: <u>11/30/19</u></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Length of commitment: _____ years</p> <p>Other operating subsidy sources: _____; Length of commitment: _____ years</p> <p>Is the subsidy renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Population Served (describe): <u>Individuals with Developmental Disabilities</u></p> <p>Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 10: Affirmative Marketing Strategy (check all that apply):</p> <p><input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list</p> <p><input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director</p>	

CERTIFICATIONS

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

Certified by: Renee Mariano - Director of Facilities The Devereux Foundation 1/21/20
 Project Administrator [Signature] Date

Certified by: _____ Date
 Municipal Housing Liaison





11 Eves Drive, Suite 150, Marlton, NJ 08053 Tel: 856-988-8900 Fax: 856-985-7383

January 02, 2019

DEED ENCLOSED

**The Devereux Foundation
444 Devereux Drive
Villanova, PA 19085**

Reference	79933ST-01 Block 54, Lot 34, Mantua Township, in Gloucester County, NJ 34 Creek Lane Mount Royal, NJ 08061
Insured	The Devereux Foundation, a Pennsylvania Non-Profit Corporation
Seller	Estate of Susan Barrett by Walter E. Moore, Jr. aka Edward Moore, Executor and Estate of Rodger D. Barrett, by Dana Encina, Administratrix Estate of Rodger D. Barrett by Dana Encina, Admin

Dear Sir/Madam:

Thank you for giving us the opportunity to serve your Title Insurance needs. We are pleased to provide the final Title Policy covering your transaction and enclose the following documents concerning the above referenced property:


- Owner's Policy No 5011434-0118058e
- Endorsements Survey
- Original Deed
- Excess Recording Check**
- Other

These are important documents and should be kept in a safe place for as long as you own this property. If you have any questions concerning these documents please feel free to call us.

We hope you will consider us for all of your title insurance needs in the future.

Very truly yours,

Linda Dincel

 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011434-0118058e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

For Reference:

File #: 79933ST-01

Issued By:

Surety Title Company, LLC
11 Eves Drive, Suite 150
Marlton, NJ 08053

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risks 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any

liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there

shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

OWNERS TITLE INSURANCE POLICY
Issued by
First American Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company:

**FIRST AMERICAN TITLE INSURANCE COMPANY
NATIONAL HEADQUARTERS
Tallahassee, Florida**

File No.: **79933ST-01**

Policy No.

5011434-0118058e

Loan No.: TBA

Address Reference: **34 Creek Lane, Mount Royal, NJ 08061**

Amount of Insurance: **\$265,000.00**

Date of Policy: **December 24, 2018**

1. Name of Insured:

The Devereux Foundation, a Pennsylvania Non-Profit Corporation

2. The estate or interest in the land that is insured by this policy is:

Fee Simple

3. Title is vested in:

The Devereux Foundation, a Pennsylvania Non-Profit Corporation, by deed from Walter E. Moore, Jr. aka Edward Moore, Executor for the Estate of Susan Barrett (50% interest), dated 12/17/2018, recorded 12/24/2018, in Book 6006, Page 193, recorded in the County of Gloucester

The Devereux Foundation, a Pennsylvania Non-Profit Corporation, by deed from The Estate of Rodger D. Barrett, by Dana Encina, Administratrix, dated 12/17/2018, recorded 12/21/2018, in Book 6005, Page 324, recorded in the County of Gloucester

4. The Land referred to in this policy is described as follows:

**Block 54, Lot 34, Mantua Township, in Gloucester County, NJ
34 Creek Lane
Mount Royal, NJ 08061**

This Policy is invalid unless the cover and Schedule B are attached.

Countersigned
Surety Title Company, LLC

By: Linda Dincel
Authorized Officer or Agent

Marlton, New Jersey
Issued at (Location)

OWNERS TITLE INSURANCE POLICY
Issued by
First American Title Insurance Company

SCHEDULE B

File No.: 79933ST-01

Policy No.: 5011434-0118058e

EXCEPTIONS FROM COVERAGE

Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees, or expenses that arise by reason of:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the kind.
2. Easements or claims of easements, not shown by the public records.
3. Liability for additional assessment for taxes in connection with new construction pursuant to N.J.S.A. 54:4-63.1 et. seq.
4. Subject to subsurface conditions and/or encroachments not disclosed by an instrument of record.
5. Company does not assume any liability for or make any representation regarding compliance with N.J.S.A. 54:50-38, the New Jersey Bulk Sales Statute, effective 8/1/2007.
6. **Easement as contained in Deed Book 1442, page 366.**
7. **Subject to 60 foot setback line as shown on filed plan.**
8. **Flooding and drainage rights in any stream, water course, drain or ditch.**
9. **Real Estate Taxes paid through 12/31/2018.**

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 79933ST-01

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Mantua Township, Gloucester County, and State of New Jersey being more particularly described as follows:

BEGINNING at a point of tangency in the Southeasterly line of Creek Lane (50 feet wide) measured Northeastwardly along the tangent and curved line of same a distance of 156.92 feet from the Northeastly end of the rounded corner (radius 30.0 feet) connecting the said Southeasterly line of Creek Lane with the Northeastly line of Mount Royal-Mantua Road (as widened to 40.0 feet from center line), said beginning point being in the division line between Lots 34 and 35, Block 54 as shown on Plan hereinafter mentioned; thence from said beginning point

- 1. North 38 degrees 37 minutes East along the Southeasterly line of Creek Lane 134.91 feet to a point of curve in same; thence**
- 2. Continuing along the Southeasterly line of Creek Lane curving to the left on a radius of 312.24 feet an arc distance of 71.44 feet to the division line between Lots 33 and 34; thence**
- 3. South 64 degrees 29 minutes 32 seconds East along the last mentioned division line 186.33 feet to a point in line of lands now or formerly of Mary Kammerer; thence**
- 4. South 38 degrees 00 minutes 09 seconds West along said lands of Kammerer 248.0 feet to the division line between Lots 34 and 35; thence**
- 5. North 51 degrees 23 minutes West along said last mentioned division line 175.99 feet to the place of BEGINNING.**

BEING Lot 34 Block 54 as shown on Plan "A", Plan of Creek Lane Tract, filed June 12, 1981, Map #7-34.

FOR INFORMATIONAL PURPOSES ONLY:

BEING premises No. 34 Creek Lane.

BEING Block: 54, Lot: 34

BEING the same land and premises which became vested in Rodger D. Barrett and Susan L. Barrett, as tenants in common, by deed from Rodger D. Barrett and Susan L. Barrett, husband and wife, dated 2/12/1986, recorded 2/18/1986, in the Gloucester County Clerk/Register's Office in Deed Book 1538, Page 102.

Rodger D. Barrett died intestate on 8/2/2015, whereafter proceedings were filed in the Surrogate's Office of Gloucester County on 8/15/2018 under Docket No. 18-01330 wherein Dana Encina was appointed Administratrix of said Estate.

Susan L. Barrett died on 8/22/2015 leaving a Last Will and Testament dated 10/21/2009 and duly probated in the Surrogate's Office of Gloucester County on 10/16/2015 under Docket No. 15-01460 wherein Walter E. Moore was appointed Executor of said Estate.

NOTE: Previously vested in Roger D. Barrett and Susan L. Barrett, his wife, by deed from John J. Donnelly and Elizabeth Donnelly, his wife and Joseph F. Donnelly and Sally Donnelly, his wife, dated 6/28/1985, recorded 7/19/1985, in the Gloucester County Clerk/Register's Office in Deed Book 1520, Page 929.

ENDORSEMENT "SURVEY WITH OR WITHOUT FENCES"

Attached to Loan Policy No.: **PROFORMA**

Issued with Owner's Policy No.: **5011434-0118058E**

Issued By

First American Title Insurance Company

Seller: Estate of Susan Barrett by Walter E. Moore, Jr. aka Edward Moore, Executor and Estate of Rodger D. Barrett, by Dana Encina, Administratrix, Estate of Rodger D. Barrett by Dana Encina, Admin
Owner/Buyer: The Devereux Foundation, a Pennsylvania Non-Profit Corporation
Premises: 34 Creek Lane, Mount Royal, NJ

Exceptions 1 and 2 in Schedule B of the Policy are hereby deleted and the following is substituted therefore:

Based upon a survey made by Stout & Caldwell Engineers, LLC - Robert R. Stout, Professional Engineer, dated 12/5/2018 the Company hereby insures against loss or damage which the insured shall sustain by reason of any encroachments, overlaps, boundary line disputes or easements, except as follows:

Split Rail Fences extend into the right of way of Creek Lane.

- Fences generally do not coincide with title lines. NOTE: Actual loss by reasons thereof is hereby insured against as to the Mortgagee only. (If checked this is a part of this endorsement)
- THIS ENDORSEMENT IS CONTINGENT UPON RECEIPT OF AN EXECUTED SURVEY AFFIDAVIT OF NO CHANGE (If checked this is a part of this endorsement)

This endorsement does not insure against errors or inaccuracies in the survey with respect to matters, which do not affect title.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and prior endorsements, if any, nor does it extend the effective date of the policy and prior endorsements or increase the face amount thereof.

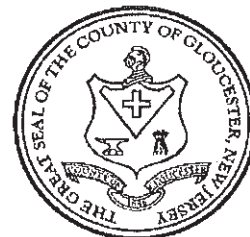
IN WITNESS WHEREOF, the company has caused this Endorsement to be signed and sealed as of 12/24/2018, to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

COUNTERSIGNED:
Linda Dincel
Authorized Signature

First American Title Insurance Company

Dennis J. Gimere
President

Jeffrey S. Robinson
Secretary



DOCKET#:48025 Type:ERX-Deed
PAGES:6

E-recorded

HONORABLE JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 791988 01:30:22 PM

12/24/2018
DB 6006 193

Fee:\$ 80.00

CONSIDERATION:\$ 132,500.00 Tax/Code: STANDARD UNDER 350K

COUNTY:	132.50	STATE :	331.25
NJAHTF :	0.00	EAA :	0.00
PHPFA :	66.25	GEN PURP	0.00
1% OVER:	0.00		

REALTY TOTAL: \$ 530.00

GRANTEE ADDRESS: 444 DEVEREUX DRIVE

VILLANOVA
PA-19085

DOCUMENT DATE: 12/17/2018

MUNICIPALITY: MANTUA BLOCK: 54 LOT: 34

PARTIES:

FIRST PARTY-WALTER E MOORE JR
ADDITIONAL PARTY-EDWARD MOORE
ADDITIONAL PARTY-SUSAN BARRETT
SECOND PARTY-THE DEVEREUX FOUNDATION

RECORD & RETURN TO:
SIMPLIFILE

PLEASE DO NOT DETACH THIS PAGE FROM THE ORIGINAL
DOCUMENT AS IT CONTAINS IMPORTANT INFORMATION AND
IS PART OF THE PERMANENT RECORD.

GLOUCESTER COUNTY RECORDING DATA PAGE
HONORABLE JAMES N. HOGAN, COUNTY CLERK

Deed

This Deed is made on December 17, 2018
BETWEEN Walter E. Moore, Jr. aka Edward Moore
Executor

For the Estate of: Susan Barrett (50% interest)

whose post office address is 34 Creek Lane
Mt. Royal, NJ 08061

referred to as the Grantor,
AND The Devereux Foundation, a Pennsylvania Non-Profit Corporation

whose post office address is 444 Devereux Drive
Villanova, PA 19085

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Grantor. The Grantor makes this Deed as the Personal Representative of the Estate of Susan Barrett (50% interest) who died on August 22, 2015, late of the Township of Mantua, County of Gloucester and State of New Jersey. Letters were issued to the Grantor herein by the surrogate of Gloucester County on October 16, 2015.

2. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of \$132,500.00
One Hundred Thirty-Two Thousand Five Hundred Dollars and No Cents

The Grantor acknowledges receipt of this money.

3. Tax Map Reference. (N.J.S.A. 46:26A-3) Municipality of Mantua
Block No. 54 Lot No. 34 Qualifier No. _____ Account No. _____
 No property tax identification number is available on the date of this Deed. (Check box if applicable.)

4. Property. The Property consists of the land and all the buildings and structures on the land in the Township of Mantua, County of Gloucester and State of New Jersey. The legal description is:
 Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)

Prepared by:
Andrew N. Yurick, Esquire
50 Curtis Avenue, P. O. Box 656
Woodbury, New Jersey 08096

(For Recorder's Use Only)

SURETY TITLE COMPANY LLC
11 Eves Drive Suite 100
Mantua, NJ 08053
199 335T-D1

The street address of the property is: 34 Creek Lane, Mt. Royal, New Jersey 08061.

- 5. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).
- 6. Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed. (Print name below each signature.)

Witnessed or Attested by:

The Estate of Susan Barrett
 _____ (Seal)
 Walter E. Moore, Jr. aka _____ (Seal)
 Edward Moore, Executor _____ (Seal)

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER

SS:

I CERTIFY that on Dec 17, 2018

The Estate of Susan Barret by Walter E. Moore, Jr. aka Edward Moore,

personally came before me and stated to my satisfaction that this person (or if more than one, each person): **Executrix**

- (a) was the maker of this Deed;
- (b) executed this Deed in his or her capacity as personal representative of the deceased owner; and
- (c) made this Deed for \$ 132,500.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)



Deborah Tomasetti

 Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF _____

SS:

I CERTIFY that on _____

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as _____ of _____ the entity named in this Deed;
- (c) made this Deed for \$ _____ as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.); and
- (d) executed this Deed as the act of the entity, in his or her capacity as personal representative of the deceased owner.

RECORD AND RETURN TO:

Print name and title below signature

LEGAL DESCRIPTION

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Mantua Township, Gloucester County, and State of New Jersey being more particularly described as follows:

BEGINNING at a point of tangency in the Southeasterly line of Creek Lane (50 feet wide) measured Northeastwardly along the tangent and curved line of same a distance of 156.92 feet from the Northeastly end of the rounded corner (radius 30.0 feet) connecting the said Southeasterly line of Creek Lane with the Northeastly line of Mount Royal-Mantua Road (as widened to 40.0 feet from center line), said beginning point being in the division line between Lots 34 and 35, Block 54 as shown on Plan hereinafter mentioned; thence from said beginning point

1. North 38 degrees 37 minutes East along the Southeasterly line of Creek Lane 134.91 feet to a point of curve in same; thence
2. Continuing along the Southeasterly line of Creek Lane curving to the left on a radius of 312.24 feet an arc distance of 71.44 feet to the division line between Lots 33 and 34; thence
3. South 64 degrees 29 minutes 32 seconds East along the last mentioned division line 186.33 feet to a point in line of lands now or formerly of Mary Kammerer; thence
4. South 38 degrees 00 minutes 09 seconds West along said lands of Kammerer 248.0 feet to the division line between Lots 34 and 35; thence
5. North 51 degrees 23 minutes West along said last mentioned division line 175.99 feet to the place of BEGINNING.

BEING Lot 34 Block 54 as shown on Plan "A", Plan of Creek Lane Tract, filed June 12, 1981, Map #7-34.

FOR INFORMATIONAL PURPOSES ONLY:
BEING premises No. 34 Creek Lane.

BEING Block: 54, Lot: 34

BEING the same land and premises which became vested in Rodger D. Barrett and Susan L. Barrett, as tenants in common, by deed from Rodger D. Barrett and Susan L. Barrett, husband and wife, dated 2/12/1986, recorded 2/18/1986, in the Gloucester County Clerk/Register's Office in Deed Book 1538, Page 102.

Rodger D. Barrett died intestate on 8/2/2015, whereafter proceedings were filed in the Surrogate's Office of Gloucester County on 8/15/2018 under Docket No. 18-01330 wherein Dana Encina was appointed Administratrix of said Estate.

Susan L. Barrett died on 8/22/2015 leaving a Last Will and Testament dated 10/21/2009 and duly probated in the Surrogate's Office of Gloucester County on 10/16/2015 under Docket No. 15-01460 wherein Walter E. Moore was appointed Executor of said Estate.

NOTE: Previously vested in Roger D. Barrett and Susan L. Barrett, his wife, by deed from John J. Donnelly and Elizabeth Donnelly, his wife and Joseph F. Donnelly and Sally Donnelly, his wife, dated 6/28/1985, recorded 7/19/1985, in the Gloucester County Clerk/Register's Office in Deed Book 1520, Page 929.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)
 Estate of Susan Barrett by Walter E. Moore, Jr. aka Edward Moore, Executor

Current Street Address
 777 Fox Run Rd
 City, Town, Post Office Box
 Sewell NJ 08080 State Zip Code

PROPERTY INFORMATION

Block(s)	Lot(s)	Qualifier
54	34	
Street Address 34 Creek Lane		
City, Town, Post Office Box Mantua Township		State NJ
		Zip Code 08061
Seller's Percentage of Ownership 50%	Total Consideration 132,500	Owner's Share of Consideration 50%
		Closing Date 12/17/2018

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and is not required to make an estimated gross income tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
8. Seller did not receive non-like kind property.
9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. The deed is dated prior to August 1, 2004, and was not previously recorded.
12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. The property transferred is a cemetery plot.
15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

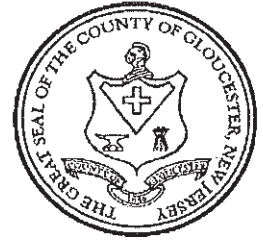
The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

10/17/18
 Date

Walter E. Moore, Jr. / *Edward Moore*
 Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact



DOCKET#:47811 Type:ERX-Deed
PAGES:7

E-recorded

HONORABLE JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 791791 03:08:19 PM

12/21/2018
DB 6005 324

Fee:\$ 90.00

CONSIDERATION:\$ 132,500.00 Tax/Code: STANDARD UNDER 350K

COUNTY:	132.50	STATE :	331.25
NJAHTF :	0.00	EAA :	0.00
PHPFA :	66.25	GEN PURP	0.00
1% OVER:	0.00		

REALTY TOTAL: \$ 530.00

GRANTEE ADDRESS: 444 DEVEREUX DRIVE

VILLANOVA
PA-19085

DOCUMENT DATE: 12/17/2018

MUNICIPALITY: MANTUA BLOCK: 54 LOT: 34

PARTIES:

FIRST PARTY-RODGER D BARRETT
ADDITIONAL PARTY-DANA ENCINA
SECOND PARTY-THE DEVEREUX FOUNDATION

RECORD & RETURN TO:
SIMPLIFILE

PLEASE DO NOT DETACH THIS PAGE FROM THE ORIGINAL
DOCUMENT AS IT CONTAINS IMPORTANT INFORMATION AND
IS PART OF THE PERMANENT RECORD.

GLOUCESTER COUNTY RECORDING DATA PAGE
HONORABLE JAMES N. HOGAN, COUNTY CLERK

Prepared by:

John H Shindle, Esquire

199335T-01
SUPER TITLE SERVICES, LLC
11 Essex Drive, Suite 150
Mantua, NJ 08053

DEED

This Deed is made on December 17, 2018

BETWEEN THE ESTATE OF RODGER D. BARRETT, BY DANA ENCINA, ADMINISTRATRIX
whose address is 34 Creek Lane, Mount Royal, New Jersey, 08061 referred to as the Grantor,

AND THE DEVEREUX FOUNDATION, A PENNSYLVANIA NON-PROFIT CORPORATION,
whose address 444 Devereux Drive, Villanova, Pennsylvania 19085, referred to as the Grantee. The words "Grantor"
and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) its entire ownership
interest in the property described below to the Grantee. This transfer is made for the sum of One Hundred Thirty-Two
Thousand Five Hundred Dollars and Zero Cents (\$132,500.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of the Township of Mantua, Block No. 54, Lot 34.
[] No property tax identification number is available on the date of this deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township
of Mantua, County of Gloucester and State of New Jersey.

Please see attached Legal Description annexed hereto and made a part hereof.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property.
This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has
not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing
a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:
Melboran Sommarivetti

Dana Encina (Seal)
DANA ENCINA, ADMINISTRATRIX

STATE OF NEW JERSEY :
COUNTY OF Monmouth SS:

I CERTIFY that on December 17, 2018, DANA ENCINA, ADMINISTRATRIX, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as her and deed; and
- (c) made this Deed for \$132,500.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:26A-3)

Deborah Tomasetti

DEBORAH TOMASETTI
Notary Public, State of New Jersey
My Commission Expires
January 16, 2022

LEGAL DESCRIPTION

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Mantua Township, Gloucester County, and State of New Jersey being more particularly described as follows:

BEGINNING at a point of tangency in the Southeasterly line of Creek Lane (50 feet wide) measured Northeastwardly along the tangent and curved line of same a distance of 156.92 feet from the Northeastly end of the rounded corner (radius 30.0 feet) connecting the said Southeasterly line of Creek Lane with the Northeastly line of Mount Royal-Mantua Road (as widened to 40.0 feet from center line), said beginning point being in the division line between Lots 34 and 35, Block 54 as shown on Plan hereinafter mentioned; thence from said beginning point

1. North 38 degrees 37 minutes East along the Southeasterly line of Creek Lane 134.91 feet to a point of curve in same; thence
2. Continuing along the Southeasterly line of Creek Lane curving to the left on a radius of 312.24 feet an arc distance of 71.44 feet to the division line between Lots 33 and 34; thence
3. South 64 degrees 29 minutes 32 seconds East along the last mentioned division line 186.33 feet to a point in line of lands now or formerly of Mary Kammerer; thence
4. South 38 degrees 00 minutes 09 seconds West along said lands of Kammerer 248.0 feet to the division line between Lots 34 and 35; thence
5. North 51 degrees 23 minutes West along said last mentioned division line 175.99 feet to the place of BEGINNING.

BEING Lot 34 Block 54 as shown on Plan "A", Plan of Creek Lane Tract, filed June 12, 1981, Map #7-34.

FOR INFORMATIONAL PURPOSES ONLY:
BEING premises No. 34 Creek Lane.

BEING Block: 54, Lot: 34

BEING the same land and premises which became vested in Rodger D. Barrett and Susan L. Barrett, as tenants in common, by deed from Rodger D. Barrett and Susan L. Barrett, husband and wife, dated 2/12/1986, recorded 2/18/1986, in the Gloucester County Clerk/Register's Office in Deed Book 1538, Page 102.

Rodger D. Barrett died intestate on 8/2/2015, whereafter proceedings were filed in the Surrogate's Office of Gloucester County on 8/15/2018 under Docket No. 18-01330 wherein Dana Encina was appointed Administratrix of said Estate.

Susan L. Barrett died on 8/22/2015 leaving a Last Will and Testament dated 10/21/2009 and duly probated in the Surrogate's Office of Gloucester County on 10/16/2015 under Docket No. 15-01460 wherein Walter E. Moore was appointed Executor of said Estate.

NOTE: Previously vested in Roger D. Barrett and Susan L. Barrett, his wife, by deed from John J. Donnelly and Elizabeth Donnelly, his wife and Joseph F. Donnelly and Sally Donnelly, his wife, dated 6/28/1985, recorded 7/19/1985, in the Gloucester County Clerk/Register's Office in Deed Book 1520, Page 929.

D E E D

**THE ESTATE OF RODGER D. BARRETT,
BY DANA ENCINA, ADMINISTRATRIX,
Grantor**

TO

**THE DEVEREUX FOUNDATION,
A PENNSYLVANIA NON-PROFIT CORPORATION,
Grantee**

Dated: December 17, 2018

*Record and return to:
The Devereux Foundation
444 Devereux Drive
Villanova, Pennsylvania 19085*



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

The Estate of Rodger D. Barrett, by Dana Encina, Administratrix

Current Street Address

34 Creek Lane

City, Town, Post Office Box

Mount Royal

State

NJ

Zip Code

08061

PROPERTY INFORMATION

Block(s)

54

Lot(s)

34

Qualifier

Street Address

34 Creek Lane

City, Town, Post Office Box

Mantua Township

State

NJ

Zip Code

08061

Seller's Percentage of Ownership

50%

Total Consideration

132,500.00

Owner's Share of Consideration

50%

Closing Date

12/17/2018

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
8. Seller did not receive non-like kind property.
9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. The deed is dated prior to August 1, 2004, and was not previously recorded.
12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. The property transferred is a cemetery plot.
15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

12/17/18
 Date

Dana Encina, Admin
 Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Appendix 11

Evergreen Rest Home Crediting Documentation

**Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey**

RECEIVED
2-15-2020
W

Municipality: MANTUA County: Gloucester
 Sponsor: _____ Developer: _____
 Block: _____ Lot: _____ Street Address: 731 Main St
 Facility Name: EVERGREEN HOUSE Mantua, NJ 08051

<p>Section 1: Type of Facility:</p> <input type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) <input checked="" type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) <input type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other - Please Specify: _____	<p>Section 2: Sources and amount of funding committed to the project:</p> <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____ <input type="checkbox"/> Balanced Housing - Amount \$ _____ <input type="checkbox"/> HUD - Amount \$ _____ Program _____ <input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____ <input type="checkbox"/> Farmers Home Administration - Amount \$ _____ <input type="checkbox"/> Development fees - Amount \$ _____ <input type="checkbox"/> Bank financing - Amount \$ _____ <input type="checkbox"/> Other - Amount \$ _____ Program _____ <input type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households _____</p> <p>Low-income clients/households <u>X</u></p> <p>Moderate-income clients/households <u>X</u></p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: _____</p> <p>Expiration Date of Controls: _____</p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: _____</p> <p>For licensed facilities, indicate licensing agency:</p> <p><input type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input checked="" type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: _____</p> <p>Current License Date: _____</p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Length of commitment: _____ years</p> <p>Other operating subsidy sources: _____; Length of commitment: _____ years</p> <p>Is the subsidy renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Population Served (describe): <u>ADULTS</u></p> <p>Age-restricted? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 10: Affirmative Marketing Strategy (check all that apply):</p> <p><input type="checkbox"/> DDD/DMHS/DHSS waiting list</p> <p><input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director</p>	

CERTIFICATIONS

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

Certified by: _____ Date _____
Project Administrator

Certified by: _____ Date _____
Municipal Housing Liaison



New Jersey Is An Equal Opportunity Employer



REBELLA NAPIENAS
Rebecca Napenas

Appendix 12

Hausman Bus (White Oaks) Crediting Documentation

60 2012 00040020



Docket: 00040020
Type: DOR Pages: 8
James N. Hogan, Gloucester County Clerk
Receipt #: 175548 09:28:29A Oct 01, 2012
Recording Fee: 100.00 DB 5004 135

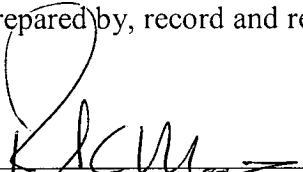
DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

**THE "WHITE OAK LANE AT MANTUA"
AFFORDABLE HOUSING REDEVELOPMENT
PROJECT**

**BLOCK 253.01, LOTS 38.01 and 39
Mantua Township, Gloucester County,
New Jersey**

Prepared by, record and return to:



Ronald C. Morgan, Esq.
PARKER McCAY P.A.
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, NJ 08054-1539

RECORD & RETURN TO:
TITLE AMERICA AGENCY CORP.
185 W. WHITE HORSE PIKE, BERLIN, NJ 08009
Agent File No. 48505

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made the 26th day of September, 2012, by WHITE OAK ASSOCIATES, LLC, a New York limited liability company registered in and authorized to do business in the State of New Jersey, having offices located at 2000 Horizon Way, Suite 180, Mount Laurel, New Jersey 08054, hereinafter called "Declarant".

W I T N E S S E T H

WHEREAS, Declarant is the owner of those certain lands and premises located in the Township of Mantua, County of Gloucester, State of New Jersey, which are shown and designated on the community's tax map as Block 253.01, Lots 38.01 and 39 (the "Property", "Tract", and/or "Parcel"), which was the subject of a Redevelopment Agreement between Conifer Realty, LLC and the Township of Mantua (the "Township") dated April 27, 2012 (the "Redevelopment Agreement") and an Amended and Restated Redevelopment Agreement between Declarant and the Township dated September 26, 2012 (the "Amended and Restated Redevelopment Agreement" and together with the Redevelopment Agreement, the "Agreement") to, among other things, add Declarant as assignee of Conifer Realty, LLC; and

WHEREAS, the Agreement requires the Declarant and/or its successor entity to develop the property with seventy-two (72) 100% affordable family rental units, a leasing/management office, and approximately 2,000 square feet of community space (the "Project") and to impose certain covenants and restrictions upon the property in accordance with N.J.S.A. 40A: 12A-9 within the Local Redevelopment and Housing Law ("LRHL"); and

WHEREAS, the purpose of this Declaration is to impose said covenants and restrictions which shall run with the land for forty-five (45) years from the date of closing on the Property between the Township and Declarant.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, used, sold, conveyed, leased and occupied subject to the covenants and restrictions set forth in ARTICLE I hereof.

ARTICLE I
COVENANTS AND RESTRICTIONS

As required pursuant to Section 14 of the Agreement and N.J.S.A. 40A:12A-9, the following covenants and restrictions that are herewith being imposed upon the Property shall run with the land for forty-five (45) years from the date of closing on the Property between the Township and Declarant.

1.1 The Property shall be devoted solely to the construction, operation, and maintenance of a 72-unit affordable family rental housing development consistent with the Agreement, the Township's adopted Redevelopment Plan dated April 27, 2004, amended on December 22, 2008 and January 11, 2010, and the governmental approvals that have been granted. Any use of the Property in violation of this Declaration shall entitle the Township to the issuance of an injunction voiding or restraining such use, and the award of legal fees and related expenses of the Township in connection with any such legal action.

1.2 Declarant shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, age, national origin, ancestry, physical handicap, marital status, affectional preference or gender, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Declarant itself, or any affiliate

claiming under or through Declarant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees, or vendees at the Property or any property.

1.3 In the sale, lease or occupancy of the Project, Declarant shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property and/or the Project is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender or marital status, and the Declarant, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or marital status.

1.4 Declarant shall not convey, lease, or transfer, nor permit the conveyance, lease, or transfer of any portion of the subject Property to third parties prior to the issuance of a Certificate of Occupancy, without the specific, written, advance approval by the Township.

1.5 Declarant shall construct or cause to be constructed on the Property only the 72-unit affordable housing Project in accordance with the Project parameters, all governmental approvals and the Agreement.

1.6 The transfer of the Property, without specific written consent by the Township, except in certain circumstances, is prohibited. In the event of any attempted transfer in violation of the restrictions, the Township shall be entitled to the issuance of an injunction voiding or restraining such transfer, and the award of legal fees and related expenses of the Township in connection with any such legal action. The foregoing prohibition shall not apply to a foreclosure by the holder of any Mortgage due to the default or breach by Developer thereunder, provided that the transferee agrees in writing to assume Developer's obligations

under the terms and conditions of this Agreement and acknowledges that the Property remains subject to the provisions of this recorded Declaration.

1.7 Except with respect to the Township's gross negligence, intentional or willful misconduct, Declarant covenants and agrees to pay, indemnify, protect, defend and hold the Township and its officials and representatives harmless regarding the Project, and all covered Property, from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including attorneys' fees, disbursements and court costs) of every kind, character and nature, arising out of, resulting from or in any way connected with the acquisition, condition, use, possession, conduct, management, planning, design, construction, installation, financing, marketing and leasing or sale of the Project including, but not limited to, death, accident, injury, loss and damage whatsoever caused to any entity, or to the property of any entity from and after the date of Closing except to the extent that such liability, loss, damage, demand, cost, claim, action or expense arises from actions of the Developer undertaken prior to such Closing..

1.8 Upon the recording of the Declaration in the Office of the Gloucester County Clerk, the provision affording such injunctive relief shall have the same force and effect as a Notice of Lis Pendens.

1.9 The covenants and restrictions set forth herein shall be covenants running with the land, and shall be binding, to the fullest extent permitted by law and equity, for the benefit of and in favor of the Township, and shall be enforceable by the Township, its successors and assigns, and any successor in interest to the Property, against Declarant, its successors and assigns and every successor in interest therein.

1.10 Upon completion of the entire Project as determined by the Township in its sole discretion and by the issuance of a Certificate(s) of Occupancy, Declarant acknowledges

and agrees that the conditions that were found and determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist, and the conditions and requirements of N.J.S.A. 40A:12A-1 et seq. shall be deemed to have been satisfied at the Property and the Property and improvements located thereon shall no longer be subject to eminent domain as a result of those determinations.

ARTICLE II
GENERAL PROVISIONS

Section 1. Duration. This Declaration shall run with and bind all of the Property, and shall inure to the benefit of and be enforceable by the Township for forty-five (45) years from the date of closing on the Property between the Township and Declarant.

Section 2. Notice. Any notice required to be sent to the Declarant and the Township shall be deemed to have been properly sent, and notice thereby given, by regular mail, postage prepaid, addressed as follows:

Declarant: White Oak Associates, LLC
2000 Horizon Way, Suite 180
Mount Laurel, NJ 08054
Attn: Charles Lewis, Vice President

Township: Township of Mantua
Municipal Building
401 Main Street
Mantua, NJ 08051-1026
Attn: Township Clerk

Section 3. Enforcement. Enforcement of this Declaration shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any

provision herein contained, either to restrain or enjoin such violation or threatened violation or to recover damages. Failure by the Township to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

Section 4. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof such judgment shall not affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Appendix 13

Villages at Berkley Extension of Expiring Controls Crediting Documentation

Appendix 14
Mandatory Setaside Ordinance

TOWNSHIP OF MANTUA

ORDINANCE NO. ____

AN ORDINANCE REPEALING AND REPLACING SECTION 230-71 “PROVISION OF AFFORDABLE HOUSING PURSUANT TO CYCLE THREE “GROWTH SHARE” REGULATIONS” WITH “MANDATORY AFFORDABLE HOUSING SETASIDE REQUIREMENTS”

WHEREAS, in order to comply with requirements of the Township’s settlement agreement with Fair Share Housing Center, it is necessary to adopt a mandatory setaside ordinance to further the provision of affordable housing opportunities within Mantua for projects not identified in the Township’s Fair Share Plan.

WHEREAS, it is the intent of this ordinance to require certain development projects proposed within the Township to setaside a percentage of units constructed for very-low, low- and moderate income households.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Township of Mantua, in the County of Gloucester and State of New Jersey as follows

Section I. Section 230-71 entitled “Provision of Affordable Housing Pursuant to Cycle Three “Growth Share” Regulations” is hereby repealed and replaced in its entirety with “Mandatory Affordable Housing Setaside Requirements” and shall be added to the Code to read as follows:

§ 230-71 “Mandatory Affordable Housing Setaside Requirements”

A. **Background.** The State of New Jersey has a longstanding and well-established commitment to maximizing the opportunities for the development of housing affordable for very-low-, low-, and moderate-income households.

The provision of “safe, decent and attractive housing that [lower-income households] can afford serves the community’s interest in achieving an integrated, just and free society and promotes the general welfare of all citizens.” De Simone v. Greater Englewood Hous. Corp., 56 N.J. 428, 441 (1970).

Notably, in the Mount Laurel decisions, the New Jersey Supreme Court held that the State’s Constitution makes it “plain beyond dispute that proper provision for adequate housing of all categories of people is certainly an absolute essential in promotion of the general welfare required in all local land use regulation.” S. Burlington Cty. NAACP v. Mount Laurel, 67 N.J. 151, 179 (1975) (Mount Laurel I).

The Court thus found that “each . . . municipality [must] affirmatively . . . plan and provide, by its land use regulations, the reasonable opportunity for an appropriate variety and choice of housing, including, of course, low and moderate cost housing, to meet the needs, desires and resources of all categories of people who may desire to live within its boundaries.” Ibid.

The New Jersey Legislature itself affirmed this commitment when it enacted the Fair Housing Act of 1985, which established that it is in the State's interest "to maximize the number of low and moderate units by creating new affordable housing and by rehabilitating existing, but substandard, housing in the State." N.J.S.A. 52:27D-302.

Accordingly, the New Jersey Supreme Court has determined that "[a]ffordable housing is a goal that is no longer merely implicit in the notion of the general welfare. It has been expressly recognized as a governmental end and codified under the FHA." Holmdel Builders Ass'n v. Holmdel, 121 N.J. 550, 567 (1990).

Since then, New Jersey's courts have consistently recognized that "[t]he public policy of this State has long been that persons with low and moderate incomes are entitled to affordable housing," and furthermore that those policies do not end when a municipality has satisfied its minimum obligation under the FHA because "[t]here cannot be the slightest doubt that shelter, along with food, are the most basic human needs." Homes of Hope, Inc. v. Eastampton Tp. Land Use Planning Bd., 409 N.J. Super. 330, 337 (App. Div. 2009) (quoting Mount Laurel I, 67 N.J. at 178).

B. Affordable Housing Set-Aside. A mandatory affordable housing set-aside requirement shall apply beginning with the effective date of this ordinance to any residential development, including the residential portion of a mixed-use project, which consists of five (5) or more new residential units at six (6) units per acre or higher, or equivalent, which results, in whole or in part, from: (i) a municipal rezoning or zoning amendment adopted after the effective date of this Ordinance, ____, 2023; (ii) any variance pursuant to N.J.S.A. 40:55D-70(d), including but not limited to any use variance or a density variance increasing the permissible density or FAR; and (iii) the adoption of a new or amended redevelopment plan or rehabilitation plan. The set-aside shall be twenty percent (20%) where the affordable units are provided for for-sale and fifteen percent (15%) where the affordable units are provided for rental.

C. Additional Incentives for Affordable Housing. A developer subject to the mandatory affordable housing set-aside may request, and the appropriate approving authority may, at its discretion, grant additional incentives for affordable housing, including but not limited to a density bonus, a reduction in the off-street parking spaces otherwise required, and/or a reduction in the minimum setback requirements.

D. Other Terms Applicable. The following terms shall apply to any residential development subject to the mandatory affordable housing set-aside:

- (1) All subdivision and site plan approvals of qualifying developments shall be conditioned upon compliance with the provisions of the mandatory affordable housing set-aside.

- (2) No subdivision shall be permitted or approved for the purpose of avoiding compliance with the mandatory affordable housing set-aside. A developer may not, for example, subdivide a project into two lots and then plan each of them to produce a number of units below the threshold. The approving authority may impose any reasonable conditions to ensure such compliance.
- (3) In the event the number of affordable housing units to be provided includes a fraction, the number shall be rounded up if the fractional amount is 0.5 or greater and rounded down if the fractional amount is less than 0.5. The developer shall provide a payment in lieu of constructing affordable units for the fraction of a unit less than 0.5. The payment in lieu shall be based on the amounts established in N.J.A.C. 5:97-6.4(c).
- (4) All affordable units created shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the affordable units shall be required to be restricted for very-low-income households earning thirty percent (30%) or less of the median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA").
- (5) At least fifty percent (50%) of the affordable units within each bedroom distribution shall be affordable to low-income households, inclusive of the at least thirteen percent (13%) of units affordable to very-low-income households.
- (6) The very-low-income affordable units shall be proportionately distributed within each bedroom distribution. In a family non-age-restricted development, at no time shall the number of one-bedroom very-low-income units exceed the number of three-bedroom very-low-income units.
- (7) Affordable units shall be integrated with the market-rate units on-site, and the affordable units shall not be concentrated in separate building(s) or in separate area(s) from the market-rate units. In buildings with multiple dwelling units, this shall mean that the affordable units shall be generally distributed within each building with market-rate units. The affordable units shall also be of the same type as the market-rate units (e.g., if the market-rate units are non-age-restricted family units, the affordable units shall be non-age-restricted family units as well). The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.
- (8) Affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as otherwise provided for by UHAC, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of median income pursuant to the Fair Housing Act, and the affordability controls shall remain unless and until the municipality, in

its sole discretion, takes action to extend or release the unit from such controls after at least thirty (30) years.

- (9) Construction of the affordable and market units shall be phased in compliance with N.J.A.C. 5:93-5.6(d).
- (10) Affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.
- (11) The mandatory affordable housing set-aside shall not give any developer the right to any rezoning, variance, redevelopment designation or redevelopment or rehabilitation plan approval, or any other such relief, or establish any obligation on the part of the municipality to grant such rezoning, variance, redevelopment designation, redevelopment or rehabilitation plan approval, or other such or further relief.
- (12) No developer may make a payment in lieu of constructing affordable units on site, except for fractional units as noted in Paragraph 3, above.
- (13) Nothing in this ordinance precludes the municipality from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to this Ordinance.

E. **Severability.** If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect and shall be deemed valid and effective.

F. **Inconsistencies.** In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the municipality, the provisions hereof shall be determined to govern and those inconsistent provisions shall be repealed to the extent of such inconsistency.

Section II. Severability

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the Township of Mantua declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section III. *Effective Date.*

This ordinance shall take effect immediately upon passage and publication according to law.

APPROVED: _____

Mayor

ATTEST: _____

Township Clerk

Introduced: Adopted:

Appendix 15
Affordable Housing Ordinance

TOWNSHIP OF MANTUA

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 230-69 "AFFORDABLE HOUSING REQUIREMENTS"

WHEREAS, the Township updates its affordable housing regulations to be consistent with the Uniform Housing Affordability Control rules (N.J.A.C. 5:80-26.1), COAH's substantive rules (N.J.A.C. 5:93), and the Fair Housing Act (N.J.S.A. 52:27D-301. et seq.).

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Township of Mantua, in the County of Gloucester and State of New Jersey as follows:

Section I. Section 230-69 entitled "Affordable Housing Requirements" is hereby repealed and replaced in its entirety with "Affordable Housing" and shall be added to the Code to read as follows:

Section 230-69 "Affordable Housing"

§ 230-69A. Affordable Housing Obligation: General Program Purposes, Procedures

- (1) 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., except where modified by the requirements for very-low income housing as established in P.L. 2008, c.46 (the "Roberts Bill", codified at N.J.S.A. 52:27D-329.1), such that the statutory requirement to provide very-low income units equal to 13% of affordable units approved and constructed after July 17, 2008, to be affordable to households at 30% of the regional median income, overrides the UHAC requirement that 10% of all low- and moderate-income units must be affordable at 35% of the regional median income, and the Township's constitutional obligation to provide a fair share of affordable housing for low and moderate income households.
- (2) 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 to all inclusionary developments and 100% affordable developments (including those funded with low-income housing tax credit financing) except where inconsistent with applicable law.

§ 230-69B. Definitions. As used herein the following terms shall have the following meanings:

Act

The Fair Housing Act of 1985, P.L. 1985, c. 222 (*N.J.S.A.* 52:27D-301 et seq.).

Adaptable

Constructed in compliance with the technical design standards of the Barrier Free Subcode, *N.J.A.C.* 5:23-7.

Administrative agent

The entity responsible for the administration of affordable units in accordance with this ordinance, *N.J.A.C.* 5:91, *N.J.A.C.* 5:93 and *N.J.A.C.* 5:80-26.1 et seq.

Affirmative marketing

A regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to *N.J.A.C.* 5:80-26.15.

Affordability average

The average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

Affordable

A sales price or rent within the means of a very-low, 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 housing development

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 for which all or a portion of the units are income restricted for very-low, low- and/or moderate income households.

Affordable housing program(s)

Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

Affordable unit

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

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

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

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

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

A household that has been certified by an Administrative Agent as a very-low, low- or moderate-income household.

COAH

The Council on Affordable Housing, as established under the New Jersey Fair Housing Act (*N.J.S.A. 52:27D-301 et seq.*).

DCA

The State of New Jersey Department of Community Affairs.

Developer

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

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.*

Development Fee

Money paid by a developer for the improvement of property as permitted in *N.J.A.C. 5:93-8*.

Equalized Assessed Value

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 54:1-35c).

Fair Share Plan

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

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

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

A household with a total gross annual household income equal to 50% or less of the median household income.

Low-income unit

A restricted unit that is affordable to a low-income household.

Market-rate units

Housing not restricted to low- and moderate-income households that may sell or rent at any price.

Median income

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

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

A restricted unit that is affordable to a moderate-income household.

Municipal housing liaison

A municipal employee responsible for oversight of the municipal affordable housing program, including overseeing the administration of affordability controls, the Affirmative Marketing Plan, monitoring and reporting and where applicable, supervising any contracted Administrative Agent.

Non-exempt sale

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

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

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

The repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, *N.J.A.C.* 5:23-6.

Rent

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

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

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

Uniform Housing Affordability Controls set forth in *N.J.A.C.* 5:80-26.1 et seq.

Very-low income household

A household with a total gross annual household income equal to 30% or less of the median household income for the applicable housing region.

Very-low income unit

A restricted unit that is affordable to a very-low income household.

§ 230-69C. Administration of Affordable Units. The following requirements shall apply to all new or planned developments that contain low- and moderate- income housing units.

- (1) 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 <u>Completed</u>	Minimum Percentage of Low- and Moderate- Income <u>Units Completed</u>
25	0
25+1	10
50	50
75	75
90	100
100	

- (2) Design. In inclusionary developments, low- and moderate- income units shall be integrated with the market units.
- (3) Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.
- (4) Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:
- (a) 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.
 - (b) In each affordable housing development, the total number of units and within each bedroom distribution shall have at least 50% of the restricted units for low-income households, with at least 13% affordable to very-low-income households.
 - (c) Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - [1] The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total low- and moderate-income units;
 - [2] At least 30% of all low- and moderate-income units shall be two bedroom units;
 - [3] At least 20% of all low- and moderate-income units shall be three bedroom units; and
 - [4] The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

- (d) 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.
- (5) Accessibility Requirements:
 - (a) The first floor of all new restricted townhouse dwelling units and all restricted multistory dwelling units attached to at least one (1) other dwelling unit shall be subject to the technical design standards of the Barrier Free Subcode, *N.J.A.C. 5:23-7*.
 - (b) All restricted townhouse dwelling units and all restricted multistory dwelling units attached to at least one (1) other dwelling unit shall have the following features:
 - [1] An adaptable toilet and bathing facility on the first floor;
 - [2] An adaptable kitchen on the first floor;
 - [3] An interior accessible route of travel on the first floor;
 - [a] An interior accessible route of travel shall not be required between stories within an individual unit;
 - [4] 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
 - [5] 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:
 - [a] 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.
 - [b] To this end, the builder of restricted units shall deposit funds within the Township of Mantua's affordable housing trust fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
 - [c] The funds deposited under paragraph [b] 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.
 - [d] 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 Mantua.

[e] 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 Mantua'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.

(1) 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.

(6) Maximum Rents and Sales Prices.

(a) 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.

(b) 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 very-low, low- and moderate- income units shall be affordable to households earning no more than 52% of median income.

(c) The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for very-low, low- and moderate-income units.

[1] At least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income.

(d) 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.

(e) 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:

- [1] A studio or efficiency unit shall be affordable to a one-person household;
 - [2] A one-bedroom unit shall be affordable to a one and one-half person household;
 - [3] A two-bedroom unit shall be affordable to a three-person household;
 - [4] A three-bedroom unit shall be affordable to a four and one-half person household; and
 - [5] A four-bedroom unit shall be affordable to a six-person household.
- (f) 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:
- [1] A studio or efficiency unit shall be affordable to a one-person household;
 - [2] A one-bedroom unit shall be affordable to a one and one-half person household; and
 - [3] A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- (g) 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.
- (h) 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.
- (i) The price of owner-occupied very-low, 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.
- (j) Income limits for all units for which income limits are not already established

through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

- [1] Regional income limits shall be established for Region 5 based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in Region 5. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very-low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
 - [2] The income limits calculated each year shall be the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the relevant fiscal year, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - [3] The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
- (k) The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.
- (l) 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.

(7) Condominium and Homeowners Association Fees.

- (a) For any affordable housing unit that is part of a condominium association and/or homeowner's 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.

(8) Affordable Unit Controls and Requirements

- (a) The requirements of this section apply to all developments that contain affordable housing units, including any currently unanticipated future developments that will provide very-low, low- and moderate- income housing units.

(9) 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) The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), FSHC; Fair Share Housing Development; Camden County NAACP; the Latino Action Network; Willingboro NAACP; Southern Burlington County NAACP; Burlington County Community Action Program; and the Supportive Housing Association and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

- (f) 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.
- (g) The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- (h) 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 Mantua.

(10) 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 separate bedrooms for parents and children;
 - [3] Provide children of different sexes with separate bedrooms; and
 - [4] 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.

(11) Selection of Occupants of Affordable Housing Units.

- (a) The administrative agent shall use a random selection process to select occupants of very-low, 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.

(12) 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, until the municipality takes action to release the controls on affordability.
- (b) Rehabilitated owner-occupied 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.
- (13) Price Restrictions for Restricted Ownership Units, Homeowner Association Fees, Resale Prices and Restriction on Lease of Affordable Units.
- (a) 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:
 - [1] 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 very-low, 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.
 - (e) As per the Township's Court-approved spending plan, the Affordable Housing Trust Fund will be utilized to incentivize owners to extend affordability controls in the Villages at Berkeley. Any units where controls are extended under this program shall be subject to the controls outlined in this section.
 - (f) Owners of restricted ownership units shall not offer the restricted unit for lease.
- (14) 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 very-low income units shall be reserved for households with a gross household income less than or equal to 30% of median income for Region 5, low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income for Region 5

and moderate-income ownership units shall be reserved for households with a gross household income less than 80% of median income for Region 5.

- (b) The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a very-low-income household, 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.

(15) 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).

(16) 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, until the municipality takes action to release the controls on affordability.

[1] Restricted rental units created as part of developments receiving nine percent (9%) Low Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period.

- (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.

(17) 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.

(18) 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.

(19) Conversions.

- (a) Each affordable 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.

(20) Alternative Living Arrangements.

- (a) The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:
 - [1] Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;
 - [2] Affordability average and bedroom distribution (N.J.A.C. 5:80- 26.3).
- (b) With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.
- (c) The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

§ 230-69D. Municipal Housing Liaison.

- (1) The position of Municipal Housing Liaison for the Township of Mantua is hereby established. The Municipal Housing Liaison shall be appointed by duly adopted resolution of the Township Mayor and Committee and be subject to the approval by

the Superior Court.

- (2) The Municipal Housing Liaison must be either a full-time or part-time employee of the Township of Mantua.
- (3) The Municipal Housing Liaison must meet the requirements for qualifications, including initial and periodic training found in *N.J.A.C. 5:93*.
- (4) The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township of Mantua, including the following responsibilities which may not be contracted out to the Administrative Agent:
 - (a) Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
 - (b) The implementation of the Affirmative Marketing Plan and affordability controls.
 - (c) When applicable, supervising any contracting Administrative Agent.
 - (d) Monitoring the status of all restricted units in the Township of Mantua's Fair Share Plan;
 - (e) Compiling, verifying and submitting annual reports as required by the Superior Court;
 - (f) Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
 - (g) Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Superior Court.

§ 230-69E. Administrative Agent.

- (1) The Township shall designate by resolution of the Township Mayor and Committee, one or more Administrative Agents to administer newly constructed affordable units in accordance with *N.J.A.C. 5:93* and UHAC.
- (2) Developers of affordable housing units shall utilize the Township's appointed administrative agent for the administration of affordable units, unless specifically authorized to do otherwise by the Township Mayor and Committee or Planning or Zoning Board. All administration costs, including those of the administrative agent, shall be paid by the developer.
- (3) 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).

- (4) 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:
 - (a) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Superior Court;
 - (b) Affirmative Marketing;
 - (c) Household Certification;
 - (d) Affordability Controls;
 - (e) Records retention;
 - (f) Resale and re-rental;
 - (g) Processing requests from unit owners; and
 - (h) Enforcement, although the ultimate responsibility for retaining controls on the units rests with the municipality.
 - (i) The Administrative Agent shall, as delegated by the Township Mayor and Committee, have the authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

§ 230-69F. Enforcement of Affordable Housing Regulations.

- (1) 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.
- (2) 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:
 - (a) 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:

- (b) 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;
 - (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 into the Township of Mantua Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - (d) 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.
 - (e) 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.
- (3) 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.
- (4) 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.

- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.

§230-69G. Appeals. Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the Township.

Section II. *Severability*

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the Township of Mantua declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section III. *Effective Date.*

This ordinance shall take effect immediately upon passage and publication according to law.

APPROVED: _____
Mayor

ATTEST: _____
Township Clerk

Introduced:

Adopted:

Appendix 16
Development Fee Ordinance

TOWNSHIP OF MANTUA

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 98 "AFFORDABLE HOUSING REQUIREMENTS"

WHEREAS, the Township updates its affordable housing regulations to be consistent with the Uniform Housing Affordability Control rules (N.J.A.C. 5:80-26.1), COAH's substantive rules (N.J.A.C. 5:93), and the Fair Housing Act (N.J.S.A. 52:27D-301. et seq.).

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Township of Mantua, in the County of Gloucester and State of New Jersey as follows:

Section I. Chapter 98 entitled "Affordable Housing Development Fees" is hereby repealed and replaced in its entirety with "Affordable Housing Development Fees" and shall be added to the Code to read as follows:

Chapter 98 "Affordable Housing Development Fees"

§ 98-1 Purpose

This article establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (N.J.S.A. 52:27D-329.2), the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), and the Township's 2021 Settlement Agreement with Fair Share Housing Center (ESX-L-2778-18). Fees collected pursuant to this article shall be used for the purpose of providing very-low, low- and moderate-income housing in accordance with a Court-approved spending plan.

§ 98-2 Basic Requirements

- A. This chapter shall not be effective until approved by Superior Court.
- B. The Township of Mantua shall not spend development fees until the Court has approved a plan for spending such fees (spending plan).

§ 98-3 Definitions

The following terms when used in this Ordinance shall have the meaning given in this Section.

"Affordable Housing Development" shall mean a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored construction project or a 100% affordable housing development.

"COAH or the Council" shall mean the New Jersey Council on Affordable Housing established under the Fair Housing Act, or any successor agency charged with the administration of the Act.

"Court" shall mean the Superior Court of New Jersey, Law Division.

“Developer” shall mean 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.

“Development Fee” shall mean money paid by a developer for the improvement of property as authorized by Holmdel Builder’s Association v. Holmdel Township, 121 N.J. 550 (1990) and the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, et seq., and regulated by applicable COAH Rules.

“Equalized Assessed Value” shall mean 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 c).

“Green Building Strategies” shall mean 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.

§ 98-4 Residential Development Fees

A. Imposed Fees.

- (1) Within all residential zoning districts, developers shall pay a development fee of 1% of the equalized assessed value of any eligible residential activity.
- (2) Nonresidential development in residential districts shall pay such fees as are set forth for nonresidential districts.
- (3) If a "d" variance is granted pursuant to N.J.S.A. 40:55D-70d(5), then the additional residential units realized (above what is permitted by right under the existing zoning) will incur a bonus development fee of 6% rather than the development fee of 1%. However, if the zoning on a site has changed during the two year period preceding the filing of the "d" variance application, the 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 "d" variance application.

B. Eligible extractions, including extractions for residential developments.

- (1) Developers of low and moderate-income units shall be exempt from paying development fees.
- (2) Developers are also exempt from paying development fees for the development of the following specific uses: not-for-profit uses; Federal, State and municipal government uses; churches and other places of worship; and public schools.
- (3) Developers who expand an existing nonresidential structure or change to a more intense use shall pay a development fee. The development fee shall be calculated based on the increase in the equalized assessed value of the improved structure.

- (4) Developers who have received preliminary or final approval prior to the effective date of this section shall be exempt from paying a development fee unless the developer seeks a substantial change in the approval.
- (5) Developers who expand, enlarge or improve existing single family or two-family residences are exempt from paying development fees.

§ 98-5 Non-Residential Development Fees

A. Imposed Fees.

- (1) 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 (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
- (2) Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
- (3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a 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 final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for non-residential development.

- (1) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.
- (2) The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- (3) Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.
- (4) A developer of a nonresidential development exempted from the nonresidential development fee pursuant to the Statewide Non-Residential Development Fee

Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy for the nonresidential development, whichever is later.

- (5) If a property which was exempted from the collection of a nonresidential 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 nonresidential development fees under these circumstances may be enforceable by the Township of Mantua as a lien against the real property of the owner.

§ 98-6 Collection procedures

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority or entity shall notify or direct its staff to notify the construction official responsible for the issuance of a building permit.
- B. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- C. The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.
- D. Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- E. The construction official responsible for the issuance of a final certificate of occupancy shall notify the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the municipal 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.
- G. Should the Township of Mantua 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).

- H. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at the issuance of the certificate of occupancy. No certificate of occupancy shall be issued to the developer until all remaining developer fees have been paid in full.
- I. Appeal of development fees
 - (1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Mantua 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, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - (2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by Mantua 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, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 98-7 Affordable Housing Trust Fund

- A. There is hereby created a separate, interest-bearing Housing Trust Fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.
- B. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - (1) Payments in lieu of on-site construction of affordable units;
 - (2) Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
 - (3) Rental income from municipally operated units;
 - (4) Repayments from affordable housing program loans;
 - (5) recapture funds;

- (6) proceeds from the sale of affordable units; and
 - (7) Any other funds collected in connection with the Township of Mantua's affordable housing program.
- C. In the event of a failure by the Township of Mantua to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved spending plan and to expend funds within the applicable required time period as set forth in *In re Tp. of Monroe*, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services ("LGS"), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Township of Mantua, or, if not practicable, then within the County.
- (1) Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the noncompliant condition(s), and upon a finding of continuing and deliberate noncompliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.
- D. All interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

§ 98-8 Use of Funds

- A. The expenditure of all funds shall conform to a spending plan approved by the Superior Court. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by the Court to address Mantua 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; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; regional housing partnership programs; conversion of existing nonresidential buildings to create new affordable units; green building strategies designed to be cost saving and in accordance with accepted national or state standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by the Court and specified in the approved spending plan.
- B. Funds shall not be expended to reimburse Mantua Township for past housing activities.

- C. At least 30% of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of the median income for Housing Region __, in which Mantua is located.
 - (1) 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. The specific programs to be used for affordability assistance shall be identified and described within the spending plan.
 - (2) Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income. The specific programs to be used for very-low-income affordability assistance shall be identified and described within the spending plan.
 - (3) Payments in lieu of constructing affordable housing units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- D. Mantua Township may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance.
- E. No more than 20% of all revenues collected from development fees may be expended on administration, including but not limited to salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program or a rehabilitation program.
 - (1) 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.
 - (2) Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or related to securing or appealing a judgment from the Court are not eligible uses of the Affordable Housing Trust Fund.

§ 98-9 Monitoring

- A. The Township of Mantua shall provide annual reporting of Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, COAH or Local Government Services or other entity designated by the State of New Jersey, and Fair Share Housing Center, as well as posting it to the municipal website, using forms

developed for this purpose by the New Jersey Department of Community Affairs, COAH or Local Government Services, or any other forms endorsed by the Special Master and Fair Share Housing Center

§ 98-10 Ongoing collection of fees

- A. The ability of Mantua Township to impose, collect and expend development fees shall be permitted through the expiration of the repose period covered by its judgment of compliance and shall continue thereafter so long as Mantua Township has filed an adopted Housing Element and Fair Share Plan with the Court or with a designated state administrative agency, has petitioned for a judgment of compliance from the Court or for substantive certification or its equivalent from a state administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its development fee ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.
- B. If the Township of Mantua fails to renew its ability to impose and collect development fees after the expiration of its judgment of compliance and repose, 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).
- C. After the expiration of the judgment of compliance and repose, if the Township does not pursue or obtain continued authorization, Mantua Township shall not impose a residential development fee on a development that receives preliminary or final site plan approval, retroactively impose a development fee on such a development, or expend any of its collected development fees.

Section II. *Severability*

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the Township of Mantua declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section III. *Effective Date.*

This ordinance shall take effect immediately upon passage and publication according to law.

APPROVED: _____
Mayor

ATTEST: _____
Township Clerk

Introduced:

Adopted:

Appendix 17

Affirmative Marketing Plan and Resolution

TOWNSHIP OF MANTUA
RESOLUTION NO. _____

**RESOLUTION OF THE COMMITTEE OF THE TOWNSHIP OF MANTUA
ADOPTING AN “AFFIRMATIVE MARKETING PLAN” FOR THE TOWNSHIP OF
MANTUA**

WHEREAS, in accordance with applicable Council on Affordable Housing (“COAH”) regulations, the New Jersey Uniform Housing Affordability Controls (“UHAC”)(N.J.A.C. 5:80-26., et seq.), and the terms of a Settlement Agreement between the Township of Mantua and Fair Share Housing Center (“FSHC”), which was entered into as part of the Township’s Declaratory Judgment action entitled In the Matter of the Application of the Township of Mantua, County of Gloucester, Docket No. ESX-L-2778-18, which was filed in response to Supreme Court decision In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(“Mount Laurel IV”), the Township of Mantua is required to adopt an Affirmative Marketing Plan to ensure that all affordable housing units created are affirmatively marketed to low and moderate income households, particularly those living and/or working within Housing Region 5, the COAH Housing Region encompassing the Township of Mantua.

NOW, THEREFORE, BE IT RESOLVED, that Township Committee of the Township of Mantua, County of Gloucester, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

- A. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, 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 or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the COAH Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The Township of Mantua is located in COAH Housing Region 5, consisting of Gloucester, Burlington, and Camden Counties.

- B. The Township of Mantua has a plan to address both its Prior Round Obligation (1987-1999) and its Third Round Obligation (1999-2025). This Affirmative Marketing Plan shall apply to all developments that contain or will contain very low, low and moderate income units, including those that are part of the Township's Housing Element and Fair Share Plan, and those that may be constructed in future developments not yet anticipated by the Housing Element and Fair Share Plan.
- C. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to the Township of Mantua, or the Administrative Agent of any specific developer approved by the Township.
- D. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developers/sellers/owners of affordable unit(s), and all such advertising and affirmative marketing shall be subject to approval and oversight by the designated Township Administrative Agent.
- E. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all very low, low and moderate income housing units are initially occupied and for as long as the affordable units remain deed restricted such that qualifying new tenants and/or purchasers continues to be necessary.
- F. The Affirmative Marketing Plan is a continuing program that shall be followed throughout the entire period of affordability restrictions. In implementing the Affirmative Marketing Plan, the Administrative Agent, whether acting on behalf of the Township of Mantua or on behalf of a specific developer, shall meet the following requirements and shall undertake, at the minimum, all of the following strategies:
 - 1. The primary marketing shall take the form of at least one press release and a paid display advertisement in the below newspapers the first week of the marketing program and each month thereafter until all units are leased or sold. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of all publications to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.
 - 2. The advertisement shall, at a minimum, include a description of the:
 - a. Location of the units;
 - b. Directions to the units;
 - c. Range of prices for the units;
 - d. Size, as measured in bedrooms, of units;
 - e. Maximum income permitted to qualify for the units;
 - f. Location of applications;

- g. Business hours when interested households may obtain an application;
 - h. Application fees.
3. All newspaper articles, announcements, and requests for applications for very low, low- and moderate-income units shall appear in the South Jersey Times, a daily newspaper, and may also use the Courier Post, a daily newspaper.
 4. Publication of the advertisement or application on the New Jersey Housing Resource Center's website (www.njhrc.gov).
 5. One or more of the regional cable television stations or regional radio stations shall be used. The developer must provide satisfactory proof of public dissemination on at least one station that covers entire region.
 6. Applications, brochure(s), sign(s) and/or poster(s) used as part of the affirmative marketing program shall provide for posting in the following locations:
 - a. Mantua Municipal Building
 - b. Mantua Township Web Site
 - c. Mantua Library
 - d. Developer's Sales/Rental Offices
 - e. Gloucester County Administration Building
 - f. Burlington County Administration Building
 - g. Camden County Administration Building
 - h. Gloucester County Library (all branches)
 - i. Burlington County Library (all branches)
 - j. Camden County Library (all branches).
 7. The Township's Administrative Agent, or the Administrative Agent of a specific developer, shall comply with all requirements set forth in N.J.S.A. 52:27D-321.3 et seq. with regard to the affirmative marketing of affordable housing units.
- G. Applications shall be mailed by the Township's Administrative Agent and Municipal Housing Liaison, or by the Administrative Agent of any specific developer, to prospective applicants upon request. Also, applications shall be available at the developer's sales/rental office and application forms shall be mailed to Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002); Fair Share Housing Development, One Ethel Lawrence Blvd., Mount Laurel, NJ 08054; the Gloucester County NAACP (P. O. Box 545, Williamstown, New Jersey 08094); Camden County NAACP (1123 1/2 Kaighn Avenue, Camden, New Jersey 08103); Burlington County Community Action Program, 718 Route 130 South, Burlington, NJ 08016; The Latino Action Network (P. O. Box 943, Freehold, New Jersey 07728); Willingboro NAACP (P. O. Box 207, Roebling, New Jersey 08554); and The

Supportive Housing Association (15 Alden Street #14, Cranford, New Jersey 07016); and other appropriate non-profits and Civil Rights organizations.

- H. The Township's Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in Gloucester, Burlington, and Camden Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers.
- I. The Township's Administrative Agent shall develop, maintain and update a list of major employers in Gloucester, Burlington, and Camden Counties that will aid in the affirmative marketing program.
- J. A random selection method to select occupants of very low, low- and moderate-income housing will be used by the Township's Administrative Agent, or the Administrative Agent of any specific developer, in conformance with N.J.A.C. 5:80-26.16 (I). This Affirmative Marketing Plan provides a regional preference for very low, low and moderate income households that live and/or work in COAH Housing Region 5, which is comprised of Gloucester, Burlington, and Camden Counties. Pursuant to the New Jersey Fair Housing Act (C.52:27D-311), a preference for very low, low and moderate income veterans duly qualified under N.J.A.C. 54:4-8.10 may also be exercised, provided an agreement to this effect has been executed between the developer or landlord and the Township prior to the affirmative marketing of the units.
- K. The Township's Administrative Agent, or the Administrative Agent of any specific developer, shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify very low, low and moderate income households; to place income eligible households in very low, low and moderate income units upon initial occupancy; to provide for the initial occupancy of very low, low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to very low, low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26-1, et seq.
- L. The Township's Administrative Agent, or the Administrative Agent of any specific developer, shall provide or direct qualified very low, low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.
- M. All developers/owners of very low, low and moderate income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Township's Administrative Agent.

N. The Township’s Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C. 5:80-26-1, et seq.

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

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

Mayor, Township of Mantua

I, _____, Township Clerk of the Township of Mantua, do hereby certify that the above is a true copy of a resolution adopted by the Township Committee at a meeting held on _____, 2023.

Township Clerk, Township of Mantua

Appendix 18

Municipal Housing Liaison Resolution

TOWNSHIP OF MANTUA

RESOLUTION NO. 2023-_____

RESOLUTION APPOINTING A MUNICIPAL HOUSING LIAISON

WHEREAS, pursuant to N.J.S.A. 52:27D-313(a), the Township Committee of the Township of Mantua petitioned the Superior Court of New Jersey to review and approve its third round Housing Element and Fair Share Plan; and

WHEREAS, the Township of Mantua's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1, et. seq.); and

WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq., the Township of Mantua is required to appoint a Municipal Housing Liaison for the administration of the Township of Mantua's affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq.; and

WHEREAS, the Township of Mantua Code at Sections 56-38 through 56-43 provides for the appointment of a Municipal Housing Liaison to administer the Township's affordable housing program.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Mantua, in the County of Gloucester, and the State of New Jersey that Jennica Bileci is hereby appointed by the Township Committee of the Township of Mantua as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with the Mantua Township Code Sections 56-38 through 56-43.

A CERTIFIED COPY

Jennica Bileci, Municipal Clerk

4865-5685-2560, v. 1

Appendix 19
Spending Plan

Township of Mantua

Gloucester County, NJ

Spending Plan

February 10, 2023

James T. Kyle, PP, AICP
New Jersey Professional Planning License No. 5667
Kyle McManus Associates
PO Box 236, Hopewell, NJ 08525

The original copy has been signed and sealed in accordance with N.J.A.C. 13:41-1.3

INTRODUCTION

The Township of Mantua has prepared a Housing Element and Fair Share plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:97-1 et seq. and N.J.A.C. 5:96-1 et seq.).

Mantua has collected development fees since its first development fee ordinance was approved by COAH. As of February 8, 2023, the Township has a balance of \$1,643,372.67 in its affordable housing trust fund account.

1. REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the remainder period the Third Round, Mantua considered the following:

(a) Development fees:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the Land Use Board for development approvals that may apply for building permits and certificates of occupancy; and
3. Anticipated future development.

(b) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current annual percentage yield earned of 0.76% .

Table I

SOURCE OF FUNDS	PROJECTED REVENUES-HOUSING TRUST FUND – 2019 THROUGH 2025			
	2023	2024	2025	Total
(a) Development fees:				
1. Development Pending Approval				
2. Projected Development	\$142,000	\$142,000	\$142,000	\$426,000
(b) Interest	\$2,584	\$2,200	\$1,000	\$5,784
Total	\$144,584	\$144,200	\$143,000	\$431,784

2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Township of Mantua:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with Mantua’s development fee ordinance for both residential and non-residential developments in accordance with COAH’s rules, P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7) and P.L. 2009, c. 90 (C. 40:55D-8.1 through 8.7).

(b) Distribution of development fee revenues:

The Township Committee will review all requests/proposals for funding from the Township’s Housing Trust Fund to determine consistency with the approved Housing Element / Fair Share Plan and approved Spending Plan. All distributions from the Housing Trust Fund shall be authorized by a Resolution adopted by the governing body.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) **Rehabilitation program (N.J.A.C. 5:93-5.2)**

Rehabilitation program: Mantua intends to satisfy its rehabilitation obligation through continued participation in the County program and by establishing its own rental rehabilitation program. It is anticipated that no more than 20 of the 63 unit rehabilitation obligation can reasonably be addressed by July 2025, and the Township will dedicate a

minimum of \$20,000 per unit from the Trust Fund to subsidize the rehabilitation program for a total of \$400,000.

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

- Affordability assistance: \$315,282.20 (includes the “very low” assistance requirement of \$104,043.13).

The projected minimum affordability assistance requirement is as follows:

Table II

Actual development fees through 2/10/2023		\$1,643,372.67
Development fees projected 2023 through 2025	+	\$431,784
Interest projected 2023-2025	+	\$5,784
Total	=	\$2,080,940.67
Less money collected for specific mechanisms	-	\$1,030,000
Total	=	\$1,050,940.67
30 percent requirement	x 0.30 =	\$315,282.20
PROJECTED MINIMUM Affordability Assistance Requirement 1/1/2020 through 7/2025	=	\$315,282.20
PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement through 7/2025	÷ 3 =	\$104,043.13

The Town will dedicate a total of \$315,282.20 from the affordable housing trust fund to render units more affordable, including a minimum of \$104,043.13 to render units more affordable to households earning 30 percent or less of median income by region, with the following affordability assistance programs:

- i. Down payment assistance
- ii. Payment of closing costs
- iii. Payment of lender fees
- iv. Security deposit assistance
- v. First month’s rent assistance
- vi. Payment of homeowner’s association fees

An affordability assistance manual is provided in Appendix 23 of the Township’s Fair Share Plan.

(c) Extension of Expiring Controls (N.J.A.C. 5:97-6.14)

Mantua will make available up to \$15,000 per unit to extend expiring controls for units in the Villages at Berkley project. Built in the late 80’s, many of the initial 20-year controls on these for-sale units are expiring. Over time, the Township has been successful in obtaining extension of expiring controls, completing 14 units to date with a subsidy of

\$5,000. This program will be continued, however the subsidy will be increased up to \$15,000 to make the offer more enticing so the 24 units identified in the Fair Share Plan can be achieved. Controls will be extended for 30 years.

(d) **Supportive Housing Units (N.J.A.C. 5:93-5.8)**

The Township will utilize Trust Fund money to subsidize the creation of up to 9 supportive housing bedrooms, with \$30,000 per bedroom offered for a total amount of to \$270,000. A Request for Qualifications has been prepared (see Fair Share Plan Appendix 25) and will be sent to regional providers.

(e) **Administrative Expenses (N.J.A.C. 5:97-8.9)**

Table III

Actual development fees, payments in lieu, and interest through February 10, 2023	\$1,643,372
Projected development fees and interest anticipated through December 31, 2025	\$437,568
Sub-Total	\$2,080,940
\$2,080,940 x 20 percent	\$416,188
Actual expenditures from inception of Housing Trust Fund through November 14, 2018 for administrative purposes	-----
Remaining balance available for administrative purposes	\$-----

4. EXPENDITURE SCHEDULE

Mantua intends to use affordable housing trust fund revenues to support its housing rehabilitation program, extension of expiring controls, creation of group home bedrooms as well as to render units more affordable through offering of affordability assistance. The Township proposes to allocate its Housing Trust Funds to the mechanisms in Table IV on the following page, within the required time period subsequent to the Court’s approval of this Spending Plan.

The projected revenues of \$431,784 from anticipated developer fees and interest (Table I) combined with the present balance of \$1,643,372 in the Township’s Housing Trust Fund will, if development projections are reasonably accurate, provide an estimated total of \$2,080,940 over the course of the Third Round period through July 2025. Table IV, on the following page, presents an estimated schedule for expenditure of the projected revenues.

Table IV

Program	# of Units	2023	2024	2025	Total
Rehabilitation program	20	\$133,333	\$133,333	\$133,333	\$400,000
Affordability assistance	N/A	\$105,094	\$105,094	\$105,094	\$315,282
Extension of Expiring Controls	24	\$120,000	\$120,000	\$120,000	\$360,000
Supportive Housing Creation	9	\$135,000	\$135,000	\$0	\$270,000
TOTAL	53	\$493,427	\$493,427	\$358,427	\$1,345,281

Appendix 20

Resolution of Intent to Fund Shortfall

TOWNSHIP OF MANTUA

RESOLUTION NO. 2023-____

RESOLUTION REGARDING ANY SHORTFALLS ASSOCIATED WITH THE PROVISION OF AFFORDABLE HOUSING AS SET FORTH IN THE TOWNSHIP'S THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Township of Mantua has filed a Declaratory Judgment Action seeking a Judgment of Compliance and Repose confirming that the Township of Mantua is in compliance with its' Third Round obligations to provide a realistic opportunity for the development of housing affordable to low and moderate income households as defined by the Mount Laurel Doctrine; and

WHEREAS, as part of its Third Round Compliance, the Township endorsed a Housing Element and Fair Share Plan to meet its affordable Housing obligations; and

WHEREAS, the Plan submitted to the Court allocates funds for rehabilitation, a market to affordable program, group homes, affordability assistance and administration; and

WHEREAS, the Township of Mantua anticipates that funding will come from developer fees and payments in lieu of construction and government funding; and

WHEREAS, it is the Court's position that the Township of Mantua must allocate funds for the provision of affordable housing as set forth in the Township's Third Round Housing Element and Fair Share Plan; and

WHEREAS, in the event that the above funding sources prove inadequate to complete the affordable housing programs included in the Township of Mantua's Third Round Housing Element and Fair Share Plan, the Township of Mantua shall take all

appropriate actions to secure and make available sufficient funding from all sources to address any shortfalls.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Mantua, County of Gloucester, State of New Jersey, on this _____ day of _____ that the Committee does hereby agree to take appropriate actions, consistent with law, to fund any shortfall in its approved affordable housing programs that may arise whether due to inadequate funding from other sources or for any other related reason; and

BE IT FURTHER RESOLVED that any shortfall may also be funded by bonding if there are no other resources, provided, however, that the Township shall first utilize all other funding sources available to it, including but not limited to, development fees.

MANTUA TOWNSHIP COMMITTEE

Certified to be a true copy of a Resolution adopted by the Mantua Township Committee on the _____ day of _____.

Jennica Bileci, Municipal Clerk

4875-2012-5778, v. 2

Appendix 21
County Rehabilitation Manual



**Department of Public Works
Planning Division
Housing and Community Development**

**Owner-Occupied Rehabilitation Program
Policy and Procedures Manual**

**Robert M. Damminger,
Freeholder Director**

**Heather Simmons,
Freeholder Liaison**

The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex in admission to, access to, or operations of its programs, services, activities or in its employment practices. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age or older. Inquiries regarding compliance may be directed to the EEO Office at (856) 384-6903 or through the County's ADA Coordinator at (856) 384-6842/New Jersey Relay Service 711

TABLE OF CONTENTS

I.	Purpose.....	3
II.	Program Administration	3
III.	Program Marketing and Outreach.....	3
IV.	Responsibilities of County Office of Housing and Community Development.....	4
V.	Eligibility Requirements.....	4
VI.	Waiting List Management.....	7
VII.	Eligible Improvements and Upgrades.....	8
VIII.	Selection and Clearance of Contractors.....	10
IX.	Insurance Requirements for Contractors.....	12
X.	Contract Documents and Inspections.....	12
XI.	Time for Completion.....	13
XII.	Non-Use of Lead-Based Paint.....	13
XIII.	General Specifications.....	14
XIV.	Change Orders.....	14
XV.	Payment of Contractors.....	15
XVI.	Warranty.....	15
XVII.	Homeowner Obligation.....	16
XVIII.	Procedures for Filing Liens.....	16
XIX.	Subordination.....	17
XX.	Multiple Assistance.....	17
XXI.	Variances From Policy.....	17
XXII.	Rights and Responsibilities of the Homeowner.....	17
XXIII.	Rights and Responsibilities of the Contractors.....	18
XXIV.	Sequence of Events Summary.....	18
XXV.	Grievance Procedures.....	21
XXVI.	Fraud and Program Abuse Policy.....	22
 Appendices		
	Appendix A Contractor Insurance Requirements	25
	Appendix B Lead Hazard Reduction Activities Policy.....	26
	Appendix C Customer Satisfaction Survey.....	29
	Appendix D Homeowner Acknowledgment.....	30
	Appendix E General Specifications for Owner-Occupied Rehabilitation Programs in the County of Gloucester	31

I. PURPOSE

The basic goals of the Gloucester County Owner-Occupied Rehabilitation Program (“Program”) are:

- to bring the eligible homeowner’s dwelling into compliance with applicable locally adopted housing rehabilitation standards thereby reducing ongoing and future maintenance costs for the homeowner,
- to promote energy efficiency, and preserving affordable owner-occupied housing within the county,
- to provide safe, decent housing for qualified lower income homeowners,
- to stimulate broad interest in neighborhood preservation,
- to partner with other programs for maximum impact to achieve these goals.

The Program will assist in providing decent, safe and sanitary housing for the citizens of the County whose primary residence are in need of repair but lack the resources to make these repairs. With competing requests for the available federal assistance, it continues to be difficult to meet the needs of all citizens requiring help. As a result, the County has established a subsidy limit up to \$25,000.00. This amount may be amended at the discretion of the County based on funding availability and program policy requirements.

II. PROGRAM ADMINISTRATION

The Program is funded by federal grant funds awarded to the County of Gloucester by the U.S. Department of Housing and Urban Development (HUD) and/or the U.S. Department of Agriculture (USDA) through the Community Development Block Grant (CDBG) Program, the HOME Investment Partnership Program, and/or USDA Housing Preservation Grant (HPG).

The Gloucester County Office of Housing and Community Development (HCD) under the Planning Division of the County will administer the Program and is responsible for executing all program activities in compliance with the adopted policies, procedures, and applicable HUD regulations and is responsible for general oversight of the program, which include policy oversight and community relations issues associated with the program. All policies contained herein become effective on the date of adoption by the Gloucester County Board of Chosen Freeholders and apply to all current and future applicants.

Program funds are issued to contractors that perform specified repairs to the dwellings of eligible homeowners. The total amount of the repairs to a dwelling is secured to the property in the form of loan that is partially forgivable.

Except for special needs circumstances, in the event the rehabilitation exceeds this amount the County may deny assistance to that homeowner. Additionally the County can amend the scope of work to be undertaken. Each instance will be evaluated on a case-by-case basis.

III. PROGRAM MARKETING AND OUTREACH

The County of Gloucester will continually apply and implement a program marketing plan consistent with the following objectives:

- publicize the program to interested and potentially qualified clients,
- affirmatively market the program to minorities, persons with disabilities or other protected groups, and
- meet all State of New Jersey Fair Housing Requirements.

To insure that those citizens for whom the rehabilitation program is designed are aware of the assistance that is available the County shall provide a written brochure that summarizes the Program and the qualification criteria, periodic press releases to show the progress of the Program, interface with social service agencies that may be able to refer applicants and conduct periodic meetings with interested groups.

IV. RESPONSIBILITIES OF THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

The County's Planning Division through the Office of Housing and Community Development (HCD) is responsible for administering and implementing the program pursuant to Section 105(a) of the Housing and Community Development Act of 1974 (HCDA) and 24 CFR 570.202 as it pertains to eligible rehabilitation and preservation activities and Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act, and HUD's implementing Regulations (24 CFR Parts 8 and 100, respectively), which prohibit discrimination based on disability. The HCD is responsible for administering the program in a professional manner that ensures maximum effectiveness, and efficiency. The HCD is also responsible for the following with regard to individual rehabilitation projects:

- a) application intake, eligibility review, verification of documentation, and loan approval determination,
- b) communicating with the homeowner and contractor regarding all administrative procedures that affect completion of the work on behalf of the homeowner,
- c) making reasonable accommodation with both parties regarding scheduling of inspections,
- d) documenting project files in compliance with all applicable HUD regulations,
- e) advising the homeowner regarding code requirements and housing rehabilitation standards which may affect the prioritizing and possible exclusion of work items,
- f) clarifying with the homeowner the eligibility of certain repairs,
- g) negotiating with the contractor regarding necessary change orders and providing approval for increased loan amount and/or extension of time,
- h) following up with contractors to ensure that necessary warranty work is completed as required during the warranty period(s),
- i) payment to the contractor upon receipt of required certificate of completion, final inspection, and Lien waiver.

V. ELIGIBILITY REQUIREMENTS

Qualification of applicants is determined by HCD according to the following guidelines.

- A. Applicants for rehabilitation assistance must reside within the County and must have owned the dwelling for at least three (3) years. Applicants must certify that the home is not being offered for sale, and is their primary residence, as indicated per the County/Municipal tax records.

- B. Applicants have gross household annual incomes at or below the applicable low-income limits established by (HUD) for the jurisdiction of Gloucester County, New Jersey. The applicable low-income limits for determining program eligibility are published by HUD in the federal register and updated annually. The low income limit shall mean the cumulative gross annual income of all the persons who occupy the dwelling unit to be rehabilitated that does not exceed 80 percent of the area median income, adjusted for family size, as established by HUD. The occupant household's gross annual income (for the purpose of determining program eligibility) shall be calculated according to the HUD regulations identified in the Code of Federal Regulations.

The calculation used to determine gross annual household income shall be consistent with HUD regulations and HUD's definition of income including the sources of income that are to be included or excluded from the calculation. Income of all household residents age 18 or over, unless they are a full-time student, will be included in the total annual gross household income determination.

Gross Annual Income, includes but is not limited to child support, Social Security, pensions, income from annuities, interest income on savings, etc. The annual income limits for the County increase based on the number of persons in the household. Family size will be determined by the number of occupants living in the dwelling to be rehabilitated on a regular basis. Household residents under the age of 18 qualify as dependents of the head of household according to the HUD regulations identified in 24 CFR, Part 813.102 and are eligible for a dependent deduction. If an applicant is a full time student, the applicant will be required to provide their parents' income information so that HCD can determine if the applicant has been claimed as a dependent on their parents Federal Income Tax return.

- C. Applicants with physical disabilities who also meet the income eligibility requirements will be eligible for the removal of architectural barriers in their dwelling¹. Improvements to the dwelling to remove architectural barriers that restrict mobility and accessibility may be authorized for owner occupied households that include elderly or physically disabled persons. The necessity for such improvements shall be supported by appropriate written notification from the applicant's physician, referring social service agency, or a similar outside authority familiar with the applicant's living situation. Receipt of social security disability or supplemental security income can also be used as verification of disability. Architectural barrier removal does not include portable items such as wheelchairs, walking-aids, vehicle lifts or other portable personal assistance items. ADA compliant wheelchair ramps to provide egress in and out of the home may be provided as a \$2,500 subsidy grant. This activity will not require a lien but is subject to all other eligibility criteria.
- D. For Applicants residing in a Mobile Home, the County has established a subsidy limit at a maximum of \$5,000.00 for conditions where there is no heat² and/or running water. This activity will not require a lien but is subject to all other eligibility criteria.

¹ Mobile Homes are not eligible for general construction or ADA improvements.

² Only during the winter season as defined by regulations governing when heat must be made available to tenants and when utility companies cannot issue shut off notices.

- E. Verification or certification of income and assets will be required to determine program eligibility for all federally funded projects. The applicant and any other family member must execute a release of information form authorizing any depository or private source of income, or any federal, state or local agency, to furnish or release to HCD such information as determined to be necessary.

Certification of income and assets means the applicant certifies that all information provided is true and correct. HCD shall also require the family to submit documentation determined to be necessary if it is required for purposes of determining or auditing an applicant's eligibility to receive program assistance, for determining the applicant's or applicant's family members gross annual income. The use or disclosure of information obtained from an applicant or applicant's family member or from another source pursuant to this consent to release information form shall be limited to purposes directly connected with administration of the Program.

Assets shall include checking, savings, other bank accounts, stocks, bonds, CDs, trusts, real estate and cash held by any household member. Value of an asset shall be computed by the greater of either the current market income from the asset or the imputed value of the asset using the current passbook rate as determined by HUD.

- F. In order to be considered eligible for participation in the Program the subject property taxes and utility (water/sewer – where applicable) must be current. Property taxes must not be delinquent for any tax year unless the homeowner has entered into a written agreement with the taxing authority outlining a payment plan for delinquent taxes and is abiding to the written agreement.
- G. Standard property insurance must be maintained on the property (with coverage adequate to insure the County's lien position). If a property is located in a flood plain, flood insurance must also be maintained (with coverage adequate to insure the County's lien position).
- H. Land record searches will be obtained on all properties. Evidence of ownership of the property will be confirmed through the County Tax Assessor's office online database.
- I. The County will only accept a first or second lien position. In a case where the second lien is due to participation in a down payment assistance program to secure the initial purchase of the property, the County may accept a third lien position.
- J. Households receiving reverse mortgages will be disqualified from receiving assistance through the Program.
- K. Homes whose market value as determined by the Gloucester County Tax Assessor online database exceeds the current annual FHA 203(b) (single family, one-unit residence) limit for this area are excluded from this program.
- L. To determine the economic feasibility of the rehabilitation activity, the total amount spent on each home will not exceed 50 percent of the after rehabilitation value (ARV) of the home. After rehabilitation value will be determined by adding 25 percent of the rehabilitation loan amount (RG) to the Tax Assessor's market value (MV). $[MV + (.25 \text{ of } RG)] = ARV * 50\% > RG$.
- M. The homeowner must be current with his/her mortgage (the payments due and payable to the mortgage company may not be more than 30 days past due) in order to receive assistance under the Program.

VI. WAITING LIST MANAGEMENT

The Program waiting list will be maintained in accordance with established policies and procedures. The County will maintain a list of those applicants requesting homeowner rehabilitation who have completed their application and have provided all supporting documentation. A priority will be placed on an applicant who documents an “Emergency Repair”. At the present time, the County defines an “Emergency repair” as a unit without heat or without running water as defined in footnote 3.

Households will be placed on the list and will be selected in the order their applications are completed. Note, should a household not provide the necessary documentation within 10 days to be placed on the list, they will be allowed to re-apply at a later date. Updated information may be required to re-apply to the program.

Applicants will be selected from the waiting list in chronological order based on the date on their completed application (first in – first out) including any established preferences or priorities for providing assistance. When the application reaches the top of the waiting list, HCD will then process the applicant to verify the information provided and to confirm that the applicant meets all HUD program requirements.

If an applicant meets the eligibility criteria, the dwelling unit will be inspected to determine the scope of work to be performed to bring the dwelling up to applicable code. If insufficient funding or other resources are available to assist the applicant at the time of application, the application will be placed on the Program waiting list.

HCD will schedule the property for a physical inspection to determine the scope of work required to bring the structure into compliance with program guidelines and objectives as outlined below in Section VII “Eligible Improvements”. If the property can be rehabilitated in accordance with the requirements of Section VII and the cost of the rehabilitation does not exceed the economic feasibility, program expenditure limits and other required regulatory requirements, the application will be approved based on available funding. *An applicant’s eligibility for assistance is based on the approved policies and procedures that are in effect at the time the applicant is selected for processing from the waiting list.*

It is the responsibility of the applicant to notify the County of any changes in occupancy, household income, family composition, or any other information on the application. Notice of changed information must be submitted to the County in writing within 30-days of the effective date of the change. Upon receipt of the notice of change, HCD will record and date stamp the changes received and place the notice of changed information in the applicant’s file. An applicant must meet all applicable eligibility requirements, as described in Section V of these policies, at the time their name is selected from the waiting list. If the homeowner cannot meet the requirements for eligibility, the homeowner will be informed of the determination of ineligibility. The homeowner may appeal to HCD determination as outlined in the appeal process - Section XXV of this policy manual.

Owner-Occupied Rehabilitation Program Waiting List Management

Eligible applicants applying for assistance under the Program will be ordered on the waiting list based on date and time of the receipt of their application and any other established preference. HCD will select

applicants from the waiting list according to the date and time of receipt of application and established preferences. The preferences applicable to the Program are identified below.

- **Preference 1** – Elderly homeowners whose total income does not exceed 80 percent of the area median income, adjusted for family size, as established by HUD.
- **Preference 2** – Disabled homeowners who are applying for housing rehabilitation assistance and the removal of architectural barriers whose total income does not exceed 80 percent of the area median income, adjusted for family size, as established by HUD.

Elderly is defined as 62 years of age or older. Disabled is defined as a person who has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or is determined to have a physical, mental, or emotional impairment that is expected to be of long continued and indefinite duration. This disability must substantially impede his/her ability to live independently, and be of such a nature that such ability could be improved by more suitable housing conditions. A disabled person is also defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C 6001(5)).

VII. ELIGIBLE IMPROVEMENTS AND UPGRADES

A project may be determined infeasible if the cost to complete all needed repairs exceed the respective program limits outlined below. The process to calculate the cost will be determined either from estimates determined by the HCD rehabilitation inspector and/or designee and/or from the Contractor's bid received on a project. The Program will provide up to \$25,000 for the repair of the dwelling of low-income owner-occupied households as permitted by program funding availability and policy. The Program will perform the general rehabilitation necessary to bring the structure into compliance with the local applicable written code, rehabilitation standards, and lead-based paint regulations. The Program addresses actual and incipient code violations, as well as necessary removal of architectural barriers, and weatherization, which may also be performed as part of any housing rehabilitation project authorized under this program. Weatherization improvements such as attic insulation, roofing, exterior doors, storm doors, and storm windows may be completed on all projects depending on the availability of repair funds.

Housing rehabilitation assistance may only be provided to cover the cost of rehabilitation necessary to bring the property in compliance with locally adopted, written property standards, and applicable federal, state and local codes. All conditions described in Priorities I thru IV must be addressed before Priority V (allowable, additional improvements) can be considered. Physical improvements to the dwelling will be made based on priority and funding availability and must fall in one of the following priority categories in order to be eligible.

1. Priority I- Housing Systems

- Electrical wiring, fixtures or systems
- Heating, venting and air-conditioning³
- Roofs
- Plumbing
- Removal or Replacement of attached building components (deck, porch) that were specifically cited as a code violation and hazard by the local code official
- Health and safety items

³ Air conditioning installation requires a physician's note warranting a medical need.

2. **Priority II- Architectural Barrier Removal**

- Widening of doors
- Installation of ramps
- Roll-in showers (as space permits)
- Grab bars and permanently attached physical-assist apparatus
- Air-conditioning (if medically necessary)
- Hearing-impaired smoke detection equipment
- Specialty plumbing fixtures
- Lowering of light switches
- Other permanently attached fixtures determined to be of assistance in removing architectural barriers

3. **Priority III- Incipient Code Violations** (*Deficiencies or conditions of deterioration, if left unattended, would continue to deteriorate into or contribute to a code violation.*)

- Replacement of building components (roofs, water heaters, HVAC systems) that have exceeded their life expectancy or, due to condition, is expected to fail within a two-year period from the date of inspection.
- The current edition of the HUD Residential Rehabilitation Inspection Guide, Appendix C entitled “Life Expectancy of Housing Components” shall be used as the standard to determine the life expectancy of building components for the purpose of eligibility for replacement.
- Unsafe & unused fireplaces with a deteriorated or unsafe chimney should be disassembled to below the roof line and sealed (roof will be patched over area that chimney penetrated the roof). Unsafe & used fireplaces will be repaired or an alternate exhaust system will be installed.

4. **Priority IV- Energy Efficiency Upgrades**

- weather stripping/caulking
- insulation
- storm doors
- windows and doors
- heating, venting and air-conditioning
- energy efficient water heater

5. **Priority V- Allowable, Additional Improvements**

Under no circumstance will an allowable, additional improvement take priority over a Priority I, II, III or IV repair. Allowable, additional improvements will be eliminated by a change order to remedy unforeseen code violations, emergency, mechanical, foundation, or weatherization repairs found after the initial inspection or ongoing inspections.

Allowable additional improvements include the following:

- interior and exterior paint
- refinishing or replacement of kitchen or bathroom cabinets
- countertop replacement
- tile flooring (will be used in high-traffic areas if cost-effective)
- wood flooring – if comparable in cost to vinyl or carpet

- refrigerator, stove and dishwasher
- door replacement and trim improvements

6. **Luxury Items**

The following (not all inclusive) are considered luxury items and are **NOT** allowed:

- flooring such as tile, hard wood floors, etc. that exceeds the comparable cost of vinyl or carpet
- hot tubs, whirlpool baths, steam showers
- patios or decks
- room additions
- installation of fireplaces
- window treatments other than standard grade mini-blinds
- carports or garages
- items above standard grade or in excess of approved specifications

VIII. SELECTION AND CLEARANCE OF CONTRACTORS

Selection of a contractor in the Program is the responsibility of the homeowner, with guidance from HCD staff. The County will maintain a list of pre-qualified contractors to provide services and will allow homeowners to bring in contractors to qualify for submission of proposals. The value of the contract amount will be determined by the lowest responsible quote received by the proposals submitted from the eligible contractors. The County will conduct a Request for Quotes from contractors, with offering, awards and contract execution coordinated by HCD. Contractors may not be identified on HUD's or New Jersey's list of debarred or suspended contractors and must be registered, insured (and licensed, if required) with the State of New Jersey. Rehabilitation work will be undertaken only through a written contract between the contractor and the homeowner receiving the assistance.

HCD will obtain a minimum of three (3) quotes on the planned repairs, based on the preliminary work write-up prepared by the County's inspector and/or designee. The quotes are to be returned to the Program Administrator on the specific due date. If less than three bids/quotes are received, a second attempt will be required. If all quotes received are 20% higher than the HCD inspector's work estimate, a second offering cycle will also be required. HCD staff will record the total amount of the quote and the date and time the quote was received. HCD staff will evaluate the submitted quotes to determine which quotes are eligible. Quotes are considered eligible when the following conditions are met:

1. The submitting contractor currently meets all program requirements and is not debarred or suspended from participating in the Program.
2. The contractor is not on probation or debarred.
3. The quote is received by HCD prior to the submission deadline date and time stated in the offering documents.
4. The total amount of the quote is within 20% of the total cost estimate listed on the initial work write-up prepared by the HCD Inspector and/or Designee and does not exceed the maximum dollar limits of the program.

If none of the quotes solicited is within 20% of the preliminary work write-up initially or by negotiation, the quote must be rejected and other quotes must be obtained that are within the specified cost limits. Any quotes received outside of the estimated range of housing rehabilitation will be rejected and the homeowner will be notified in writing. Contracts will not be awarded until HCD has completed its

contractor certification and the contractor has met the requirements. This exclusion may be appealed by the homeowner as stated in Section XXV- Grievance Procedures.

Contractors new to the Program will only be able to have one contract in progress at any time until they have successfully completed at least three (3) contracts. Successful completion of three contracts removes this restriction and the contractor may have more than one rehabilitation project at any given time.

When an acceptable, eligible quote has been secured and the general contractor is selected by the homeowner, the contractor is notified that they must furnish HCD with a current Certificate of Insurance, a completed Contractor Information Form, and a statement concerning the non-use of lead-based paint. Information will be verified for accuracy and completeness of the forms submitted by the contractor. If all submitted documents are in order and the contractor is not on the list of parties debarred or suspended from participation in federal procurement or non-procurement programs or if the contractor is not suspended or debarred from participation in the Program, HCD will proceed with the preparation of contract documents.

General contractors are responsible to obtain all permits that are required to perform the authorized scope of work. The contractor must comply with all the regulations governing the issuance and inspections of any work permitted. Furthermore, all general contractors and subcontractors must possess trade or other professional licenses as may be required by the State of New Jersey in order to perform such functions that are subject to licensing. Each contract between a contractor and a homeowner shall contain language denying participation to contractors who fail to perform in a satisfactory manner.

Contractors proven to provide poor service or quality of workmanship and/or who exhibit behavior that is not professional in the opinion of the County will be debarred or suspended from any future contracts with the Program. Contractors will be informed of this decision in writing with the opportunity to appeal to the HCD Program Director or his/her designee.

This section sets forth requirements and procedures with respect to contractor qualifications and construction contracts for housing rehabilitation assistance.

- A. **CONTRACTOR** – The term “Contractor” applies to the firm submitting quotes on work or receiving an award. The firm must hold a current registration with the New Jersey Division of Consumer Affairs as a General Contractor and license, as required, for specific classification (plumbing, electrical, lead based paint).
- B. **INSURANCE** – Before commencing work, the contractor shall submit to HCD a current certificate of insurance as evidence of the coverage required.
 1. The contractor shall carry or require that there be carried Workers’ Compensation Insurance for all employees and those of subcontractor engaged in work at the site in accordance with New Jersey State Workers’ Compensation Laws.
 2. The contractor shall carry or require that there be carried General Liability Insurance. The County must be named as an additional insured under the general contractor’s protective coverage. General contractors or agents participating in the Program must furnish the homeowner with a copy to the County, written notice of any change and/or cancellation of the required coverage no less than thirty (30) days before any such change is effective. Coverage must be verified by the HCD staff before contract execution.

- C. FORM OF CONTRACT – The contract documents to be executed by the homeowner and the contractor will be prepared by HCD staff after a preconstruction conference is held. At this preconstruction conference, the homeowner and contractor will agree to work condition, use of facilities and other construction related matters. Such documents must be fully executed prior to beginning the work. These contract documents shall state a specific date for commencement of the work (no earlier than the three (3) day rescission period), a schedule for anticipated completion of work, and a copy of the final work write-up. An executed copy of the contract shall be furnished to the homeowner, contractor, and HCD.

IX. INSURANCE REQUIREMENTS FOR CONTRACTORS

To execute a contract in connection with the Program, a contractor must submit to HCD staff a *Certificate(s) of Insurance on ACCORD Form 25* from a satisfactory insurer(s) stating that such general contractor carries the types and amounts of coverage required for this program, as stated in Appendix A, *Contractor Insurance Requirements*.

X. CONTRACT DOCUMENTS AND INSPECTIONS

- a. Contract documents to be executed by the homeowner and the general contractor for the specific rehabilitation work to be performed will be prepared by HCD after a preconstruction conference is held. The homeowner and the County will simultaneously execute a separate loan agreement for payment and additional mortgage documents.
- b. At the preconstruction conference, the homeowner and contractor will agree to work condition, use of facilities and other construction related matters. Such documents must be fully executed prior to beginning the rehabilitation work.
- c. These contract documents shall state a specific date for commencement of the work (a minimum of 3 days after the Right of Rescission period pursuant to the Homeowner's loan agreement with the County), a schedule for anticipated completion of work, and a copy of the contractor's quote of the rehabilitation final work write-up.
- d. An executed copy of the Rehabilitation Contract shall be furnished to the homeowner, contractor, and to be retained by HCD.
- e. Inspections will be made by HCD staff and/or its Designee while the work is in progress. The required plumbing, electrical, structural and mechanical inspections will be conducted by local code officials where permits are required while the work is in progress. The contractor (or relevant sub-contractor) will schedule all required inspections with client during repairs.
- f. Upon completion of the work, a final inspection will be conducted by HCD staff and/or its Designee and the homeowner. The general contractor's presence is recommended, but not required, at such final inspection.
- g. HCD staff and/or its Designee will not process an invoice without an executed *Certificate of Completion and Lien Waiver* until all work has been completed and approved by the homeowner. In a situation where the homeowner refuses to approve the completed work, a written complaint must be filed with HCD by the homeowner within ten (10) business days (see Section XXV). Failure to file a written complaint within the specified timeframe shall indicate acceptance of the work and the contractor will be paid in full.

Under no circumstances should any outside agreement exist between the homeowner, contractor, or any other agency during the construction period regarding repair/remodel/modification of the

home. Failure to comply with this provision will result in the termination of the contract and require immediate payback of the funds expended by the County of Gloucester. If the contractor performing other repairs/remodels/modifications is the same as selected by the homeowner for the Owner-Occupied Rehabilitation Program, then all funding due that contractor will be forfeited and the forgivable loan will be adjusted or cancelled, as required.

XI. TIME FOR COMPLETION

- a. Upon execution of the contract documents by the homeowner and the contractor, a *Notice to Proceed* (“Notice”) will be issued by the HCD.
- b. If a lien is to be filed, work may begin immediately after the expiration of the three day right of rescission period. Once the notice has been received by the contractor, work authorized by a forgivable loan award must begin within ten (10) calendar days of the specified commencement date and be completed within sixty (60) calendar days of receipt of the Notice, unless otherwise approved by the homeowner and accepted by HCD (including the allotment for time for special ordering of materials).
- c. A copy of the final work write-up will be provided to the homeowner. Prior to beginning work, the contractor must have a copy of the final work write-up signed by the homeowner and approved by HCD.
- d. The contractor must begin work within ten (10) calendar days from the date noted on the Notice. Any contractor who does not begin or complete the work within the time specified in the contract may be assessed liquidated damages of \$100.00 per day for each day they run over the established completion date unless there is an approved change order for extension of time signed by the Homeowner and HCD. This penalty shall be deducted from the final payment.
- e. Contractors must notify both the homeowner and HCD to request an extension of the completion date and state the reasons for such extension.
- f. If approved by HCD, based on an inspection of ongoing work, the newly approved completion date must be approved by the homeowner and documented in HCD’s file.
- g. Contractors will not be granted more than two time extensions, unless extraordinary circumstances (as determined by HCD) justify a further request. The HCD Program Director or his/her designee is not required to approve a time extension change order. Any extension of time will be documented by a change order. (See section XIV.)

XII. NON-USE OF LEAD BASED PAINT

The use of lead based paint is strictly prohibited in the Program. Notification concerning the dangers of lead-based paint will be distributed to the occupants of all homes to be rehabilitated, and signed documentation of the receipt of such information will be made part of the official case file. Each rehabilitation contract shall contain language prohibiting the use of lead-based paint. All exposed surfaces (walls, ceilings, floors, etc.) in all homes built prior to 1978 to be rehabilitated will be inspected for the presence of defective surfaces with previously applied lead-based paint. All defective surfaces (cracking, peeling, etc.) will be addressed during the rehabilitation process. Should lead-based paint be found, coverage, removal, or other corrective actions taken in accordance with HUD Regulation 24 CFR,

Part 35 will be conducted in a manner that avoids further diffusion of lead particles throughout the residence. A further description of relevant procedures is contained in Appendix B of this document.

XIII. GENERAL SPECIFICATIONS

Contractors performing work for the Program will adhere to the "General Specifications for Owner-Occupied Rehabilitation Programs in the County of Gloucester," contained in Appendix E of this manual. Contractors are also expected to be familiar with, and to comply with, all locally adopted, written property codes, written rehabilitation standards, bid specifications, and ordinances currently adopted. In the event a conflict is determined to exist between the General Specifications for the Owner-Occupied Rehabilitation Program and locally adopted codes, the stricter of the two shall apply.

XIV. CHANGE ORDERS

- A. No modification(s) of the contract shall be made except by written instrument, signed by the contractor, approved by the homeowner, and accepted by HCD Program Director and/or the HCD inspector or designee.
- B. Change orders may be authorized for necessary work items that were initially overlooked or which could not be determined until the course of the rehabilitation work had already begun or to add an approved Priority V item if all required Priority I thru IV items have been repaired and adequate funding is available.
- C. Change orders must be requested and approved prior to commencement of the proposed changed work in order for such costs to be reimbursable. Change orders may be authorized as follows:
 - 1. To add work necessary to correct incipient items (Priority III) that have been found defective after work is in progress, but were not anticipated at the time the contract was executed.
 - 2. To correct Priority I defects that must meet local Code requirements.
 - 3. To make required repairs and additions to the contract that would exceed program limits, an item of lesser priority on the work write-up may be deleted. Deletion of items shall be at the previous line item quote amounts, unless said items have no specific costs, in which case they shall be deleted by negotiation at prevailing rates. HCD is authorized to negotiate contract changes on behalf of the homeowner. With the exception of work required to meet local codes, written rehabilitation standards, health and safety requirements, and weatherization or mechanical deficiencies, the homeowner may determine the priority of the items on the work write-up and may approve all decisions regarding substitution of a higher priority work item for a lower priority work item.
 - 4. To add an approved Priority V item if all required Priority I – IV items have been corrected and there is adequate funding available.
 - 5. To add an approved Priority II item if all Priority I items have been corrected and the homeowner would like to deduct a Priority III thru V item in order to improve accessibility of the home.

Total change orders on any job may not exceed 20 percent of the total dollar amount of the original contract, unless approved by the Division or Department Director with the recommendation of the HCD Program Director or his/her designee. Such an approval may be granted only on the basis of the essential nature of the additional work to be performed and following verification that substitutions for lower priority work items were insufficient to reduce the overall contract cost to the funding limit.

Additional time for the completion of the scope of work is subject to the approval of all parties. Requests for additional time will be submitted by the contractor with approval from the homeowner and HCD.

XV. PAYMENT OF CONTRACTORS

Upon completion of the work, a final inspection, by the homeowner, the contractor, HCD Program Director, HCD inspector and/or designee, and/or a qualified building official or his/her designee, if required, will be conducted. Thereafter the contractor will submit an invoice for final payment less retainage to the County of Gloucester. The County will process the invoice for payment within the next County's audit deadline for the County's monthly bill list approval and will issue a check to the contractor for the full amount of the contract (plus change orders), less 10% retainage, which will be withheld for twenty (20) days. After twenty (20) days, the contractor will then submit an invoice for final payment of retainage accompanied by a *Lien Waiver Affidavit* and *Release of Lien* signed by all subcontractors involved in the project. Should the homeowner fail to approve the final inspection and refuse to sign this final certification, payment may be withheld from the contractor. However, should the homeowner fail to file a written complaint within the required ten (10) calendar day time period, specifying the work items and/or the nature of the work in question with an explanation why it was not approved, the County may not unreasonably withhold payment for work performed by contractors, where the work was performed appropriately and according to industry standards with the approval of the HCD inspector and/or designee and/or a qualified building official or his/her designee.

Partial draws will be documented and inspected as a final inspection on major systems that have been repaired. Local code officials will be required to approve completed work if it includes any "permit required" work prior to payment. Before the contractor submits the invoice for final payment less retainage, a lien release will be required for the partial draw previously paid and final payment less retainage.

XVI. WARRANTY

Upon completion of the work, the contractor shall furnish a limited one (1) year warranty on labor and materials. In instances where the living environment, lack of maintenance or damage covered by homeowners insurance during the rehabilitation of the home, the warranty coverage will not apply.

The contractor is to also provide a copy of his one-year limited warranty along with copies of all manufacturers' warranties (i.e. appliance warranties, paint warranty and carpet warranty) to the homeowner so they can access warranty assistance after the contractor's one-year limited warranty (which covers labor and materials) has expired. The homeowner is responsible to notify the contractor of any warranty claims during the contractor's one-year limited warranty.

XVII. HOMEOWNER OBLIGATION

Upon acceptance of the proposed construction work and execution of the proper paper work, HCD will place a lien against the property for the full value of the County's contribution to the project, as stated in the contract, executed by all parties. The County exercises its right to enforce an extended period of affordability beyond the HUD five year affordability period. The lien will be in full force permanently as a "forever" lien after the work is completed.

The present restriction on affordability is as follows:

The amount of the loan shall be paid in full during the initial 5 year affordability period, from the date of the recorded lien, should the property no longer remain the homeowner's principal residence, or the homeowner sell, transfer, refinance, obtain a reverse mortgage or utilize any vehicle to obtain cash against the equity of the property. The amount of the loan shall be partially forgiven 20% of the principal annually for each completed year following the initial 5 year affordability period until year 9 when 20% of the principal will remain as a "forever lien" on the property. Should the property no longer be the principal residence, change ownership through sale or transfer or refinance or utilize any vehicle to obtain cash against the equity of the property during that period of time, the applicant will reimburse the County, from the sale's proceeds for that prorated portion of the loan that has not yet been forgiven, at zero percent interest. During the term of the forgivable loan, the homeowner agrees to notify the County, in writing, within ten (10) calendar days of a change in the ownership or foreclosure of the property.

Should the property change ownership through inheritance, the heirs will be responsible for clearing the lien by making reimbursement to the County of the prorated portion, at zero percent interest, over the remainder of the affordability period. Such reimbursement procedures shall be administered at the direction of HCD Director or his/her designee.

XVIII. PROCEDURES FOR FILING LIENS – PARTIALLY FORGIVABLE LOAN PROGRAM

Upon approval of the Home Rehabilitation Construction Agreement between the homeowner and contractor, the homeowner shall execute an Owner Occupied Rehabilitation Program Homeowner Loan Agreement, Mortgage and Promissory Note with the County of Gloucester for the amount of the agreed improvements. Any change order modifying the value of the contract will require the execution of a new loan agreement, mortgage and promissory note. The Mortgage shall be due and payable according to its terms upon conditions set forth in Section XVII of the property secured by such Mortgage during the affordability period following the contract date for the program. The obligation due the County shall not bear interest and will be partially forgiven by the County on an annual basis by 20% of the principal for each completed year following completion of the initial five-year affordability period until 20% of the principal remains at which time there will be no more forgiveness.

In the event the homeowner transfers title to the property secured with a deed during the affordability period following completion of the improvements, the homeowner shall pay to the County the remaining balance of the deed. Otherwise, the County shall have the option to demand full payment of the remaining balance of such deed. Upon failure by the homeowner to pay such remaining balance, the County may proceed to exercise its right of foreclosure under the deed to secure debt.

Transfer of title to a rehabilitated property secured by a deed to secure debt and contract under this program as described in the paragraph above, to the heirs, devisees, or assigns of an homeowner shall at the option of the County be deemed to be a sale to a third party purchaser without the prior written consent of the County and subject to all rights of note acceleration and foreclosure retained in the deed to secure debt securing the lien in the favor of the County. Heirs, devisees, or assignees of the homeowner eligible for low or moderate income housing assistance from the federally funded programs through the County may request a waiver of the County's rights and powers of acceleration and foreclosure under the deed to secure debt, but the County has no obligation to grant any such waiver.

XIX. SUBORDINATION

Upon verification of program income eligibility standards, the County may consider the postponement of a Mortgage for the refinancing of a first mortgage at a lower interest rate and no additional cash out. An exception may be made for refinancing to cover medical costs or necessary emergency home improvements. Verification such as work estimates and medical documentation will be required.

Prior to subordination, a copy of the new mortgage application will be required to verify that the income level of the homeowner has not increased to such a level that they no longer meet the eligibility requirements of the original loan. All requests will be reviewed by the Program Director and approved by the County Administrator or designee prior to subordination.

XX. MULTIPLE ASSISTANCE

The County recognizes that there may be instances when a homeowner who has already been assisted through the Program may be requesting additional assistance. It is the policy of the County that repeat beneficiaries residing at the original home, cannot ask for assistance within five (5) years of the completion of the initial rehabilitation and total value of their current lien(s) cannot exceed \$15,000.00. Total lien value held against the property cannot exceed \$25,000.

It is recognized that there may be instances when emergency assistance is needed. If this is the case, the applicant will be allowed to complete an application for emergency repairs which would be limited only to no heat in winter (Sept-Mar) or no running water.

XXI. VARIANCES FROM POLICY

Variations from these policies and procedures shall only be granted by the County, under extraordinary and extenuating circumstance and, by recommendation of the Program Director and approval of the County Administrator or designee. The County will consider a variance to the existing policies that document specific hardship on the part of the homeowner or other parties involved in a project, and that granting a variance will further the goals, purposes, and effectiveness of the Program and will conform to all applicable HUD guidelines.

XXII. RIGHTS AND RESPONSIBILITIES OF THE HOMEOWNER

The homeowner is responsible for submitting true and accurate household financial and other information required to document eligibility for the program. The homeowner is also responsible for notifying the County, in writing, of any change in household composition or income within ten (10) calendar days of such change. Failure to provide updated information shall result in exclusion from the program.

The homeowner is also responsible for:

- a) selection of the contractor (in accordance with County and program procurement requirements),
- b) making reasonable accommodation to the schedules of the contractor and the County for the purposes of inspections, completion of work, etc.,
- c) participating in identifying the priority of all work items essential for bringing the structure to local code and within program parameters and policy,
- d) reviewing, executing, and understanding the contract, work write-up, and associated documents,

- e) notifying the contractor and HCD of any concerns during the construction period and during the warranty period,
- f) participating in the final inspection and executing the final inspection report,
- g) repaying the prorated share of the project cost that may not yet be forgiven under the terms of the lien, if the property is sold or no longer remains the principal residence during the affordability period after completion of work,
- h) providing proper maintenance to all installed items/components to help minimize premature failure or damage, and
- i) maintaining required insurance for the duration of the lien.

XXIII. RIGHTS AND RESPONSIBILITIES OF CONTRACTORS

The contractor is responsible for completing the work as identified in the contract and the accepted and approved quote for the work write-up within the agreed-upon timeframe and for the following:

- a) communicating with the homeowner and HCD regarding status of the work during the construction period,
- b) adhering to warranty agreements and performing warranted work within the warranty period(s),
- c) notifying HCD in writing, including justification(s) of the need for any change orders and negotiating with HCD regarding the cost of such change orders and time required to complete them,
- d) completing any items identified at the final inspection prior to execution of the Certificate of Completion,
- e) cleaning the property of work material after conclusion of work,
- f) ensuring quality of workmanship and materials in compliance with the contract,
- g) making reasonable accommodation with HCD and the homeowner regarding scheduling of inspections and completion of the work,
- h) performing all work in an acceptable and professional manner, and
- i) completing all required Priority I items prior to starting any Priority II, III, IV or V items as identified in Section VII. Eligible Improvements and Upgrades.

XXIV. SEQUENCE OF EVENTS SUMMARY

The following is a general outline of the normal sequence of events for rehabilitation assistance.

- a. A homeowner completes and submits an application and other pertinent information and supporting documentation to HCD.
- b. Upon receipt, the application will be reviewed for completeness and it will be date stamped.
- c. The homeowner is required to furnish documentation that verifies the household income and other property related information for eligibility purposes.
- d. The HCD shall maintain the Program waiting list in chronological order and by established preferences.
- e. As funding and other resources are available applicants shall be selected from the waiting list in accordance with established selection policies, notify the applicant that they have been selected and process the application for assistance.
- f. When the homeowner's application is selected from the waiting list, the HCD will verify that all the requirements for eligibility have been met.

- g. The HCD shall verify income in accordance with HUD regulations and established policy and procedures.
- h. The HCD must determine whether the property proposed for rehabilitation is located within any identified flood plain. If the property is located in a flood plain, the homeowner must provide evidence of flood insurance to HCD.
- i. The HCD Inspector and/or Designee will conduct an inspection of the property to be rehabilitated and prepares a work write-up and cost estimate.
- j. Properties that are over 50 years old may be determined to be historic and are protected in accordance with the National Historic Preservation Act of 1966. The HCD shall complete a site-specific review form for each project and submit to the NJ State Historic Preservation Office (SHPO). SHPO has 30 days to determine if the scope of the work does not include items that are on the “No Effect” checklist before construction can begin.
- k. For properties constructed prior to 1978, the inspection will include a lead risk assessment performed by a qualified lead risk assessor procured by the County.
- l. The work write-up and cost estimate will include all items necessary to bring the structure into compliance with the HCD written property standards and to applicable code; including items recommended as necessary to preserve the property’s structural integrity, weatherization and quality of living conditions, and any other items requested by the homeowner which are eligible under the HCD’s written housing rehabilitation standards and HUD guidelines and within funding availability restrictions.
- m. The HCD shall also determine if any of the violations noted on the work write up may be eligible for repair under the homeowner’s insurance policy and, if so, will notify the homeowner’s insurance agent to determine eligibility. If the violation is eligible for repair under the homeowner’s insurance policy, the HCD will notify the agent of the violation and the HCD will remove the item from the work write up.
- n. Eligible repairs must be classified under one of the priorities identified in Section VII. If the property can be rehabilitated in accordance with all current Program policies, the HCD will then inform the homeowner that they are eligible to receive assistance.
- o. The HCD shall create the necessary bid documents and issue notice of the bid documents in accordance with established competitive procurement requirements for a period not to exceed 10 calendar days. The HCD reserves the right to amend the bid documents or extend the bid deadline.
- p. The HCD requires the receipt of a minimum of three proposals (quotes) from general contractors on the planned repairs. Any amendment to the bid document and/or extension of the bid deadline must be approved by the HCD Program Director or his/her designee.
- q. The HCD will conduct the initial review of the quotes for qualification. Once qualified, the quotes are reviewed with the homeowner. Any qualified proposal may be selected by the homeowner, as long as the price quoted is within the range of twenty (20) percent above or below the cost estimate prepared by the HCD Inspector and/or designee. The HCD will verify the quote amount of the lowest responsible proposer. The homeowner will be informed if the cost is determined to be “reasonable”. The homeowner shall sign off on the selection of the lowest proposer by executing a *Proposal Acceptance Form*.
- r. The HCD encourages the acceptance of the lowest proposer, but should the timeline included in the quote package indicate a delay in the start of the rehabilitation, it may authorize the next highest responsible quote.

- s. If the homeowner decides on a contractor with a higher quote, the homeowner will be responsible for the difference in the proposal costs with the funds being held in escrow or negotiate with the selected contractor to the amount of the lowest responsible proposer.
- t. The general contractor selected by the homeowner, is notified by the HCD that they are selected to perform the work.
- u. The contractor must submit or have on file with the HCD a valid Certificate of Insurance, a completed Contractor Information Form, and a statement concerning the non-use of lead-based paint and associated certifications and licenses for specialty work where applicable.
- v. The HCD reviews the above referenced documents to insure that all program requirements have been met.
- w. The HCD prepares the contract documents for execution by the homeowner and the general contractor as well as the loan documents between the Homeowner and the County. In addition to these documents, the homeowner is required to read and review the program's policy manual including grievance procedures and signs a statement indicating acceptance and understanding of these terms and conditions.
- x. A *Notice to Proceed* is issued to the contractor, no sooner than the three day Right of Rescission period has passed, and after a preconstruction conference is held. The preconstruction conference may be held at the residence to be rehabilitated or the HCD office, and the homeowner, contractor and the HCD staff attend the preconstruction conference.
- y. At this preconstruction conference, the homeowner and contractor will agree to working conditions, use of facilities and other construction related matters, and they establish a start date for the construction.
- z. The homeowner will be required to initial each item on the final work write up and cost proposal to indicate their understanding and acknowledgement of the type of work that will be performed at their residence.
- aa. Required plumbing, electrical, and mechanical inspections are conducted by the local code official while the work is in progress.
- bb. When the contractor notifies the HCD that the work is completed, a final inspection is conducted by the homeowner and the HCD Inspector and/or Designee.
- cc. The *Final Inspection Report* is executed by the homeowner, contractor, and the HCD, after all work is completed as specified by the contract.
- dd. The contractor submits an invoice for final payment less retainage to the County and provides a warranty on labor and materials to the homeowner.
- ee. Payment less retainage is made to the contractor by the County.
- ff. The HCD will file a lien on the subject property in accordance with the contract and Section XVIII, Procedure for Filing Liens in this policy.
- gg. Twenty (20) calendar days after the final closeout, the contractor submits the invoice for final payment with retainage and signed lien waivers for final payment (of retainage), provided that neither the homeowner nor the HCD has received notice of unpaid bills from suppliers or subcontractors. Copies of the contract documents are given to the contractor with the final payment.

XXV. GRIEVANCE PROCEDURES

A. Appeal Process

Should the homeowners or contractors find themselves in a dispute they should communicate their concerns to the HCD. If these concerns cannot be negotiated or resolved successfully between the parties, either side may request an appeal with the Department Director or his/her designee who will serve as the Arbiter.

Such an appeal shall be in writing, identifying the basis for the specific complaint, the section in the contract or policies/procedures, which are perceived to be violated, and the sequence of events affecting the project to date. All relevant supporting documentation (photographs, copies of dated Certificate of Inspection, insurance information, etc.) should be attached.

The Department Director or his/her designee will respond to this complaint in writing within ten (10) business days of receiving the complainant's letter. The Department Director or his/her designee is authorized to make reasonable accommodation, as necessary, to resolve complaints within HUD guidelines and in accordance with the program goals of efficiency and effectiveness.

Upon approval of the homeowner's application for assistance, the applicant shall be given the opportunity to read the above "Rights and Responsibilities" and "Grievance Procedures" sections of this document and shall sign a statement indicating that he/she understands them. This statement shall be maintained in the official case file.

The HCD may at any time terminate or deny assistance for a homeowner for any of the following reasons:

- If any member of the household fails to sign and submit consent forms for obtaining information, such as income verifications and other release of information forms.
- If any member of the household violates any of the policies and procedures under this program.
- If the homeowner or family member commits fraud in connection with this program.
- If the homeowner or family member has engaged in or threatened abusive or violent behavior towards County and/or its Designees' personnel.
- If the house becomes damaged prior to the beginning of or during repairs due to homeowner neglect, weather damage covered by homeowner's insurance, or other similar circumstances.

1. Initial Determination to Deny Assistance

The HCD may receive information regarding grounds for denial of assistance through file review, third parties or other reliable sources. Upon receiving such information, the HCD will send a letter to the homeowner indicating the grounds for denial of program assistance or a request to provide further necessary information. This letter will include the basis for denial of assistance and inform them that they have ten (10) calendar days to contact the HCD to request an informal review or to supply the requested information. If the homeowner provides acceptable information to the HCD, the information will be placed into the homeowner's file with an explanation of the findings and the matter is closed.

If the homeowner does not respond to the letter, or furnish the requested information, then the HCD will send a final letter informing the homeowner of the closeout of the file.

2. Informal Reviews

When a homeowner requests an informal review, the following procedures will be followed:

1. The HCD will schedule and conduct an informal review at the earliest convenient time after receipt of the homeowner's written request. The HCD shall advise the homeowner of the appointed time in writing.

2. The Department Director may conduct the hearing or assign the request for an informal review to a designee serving as the hearing officer. The hearing officer may not be the person who made the decision under review, or a subordinate of this person.
3. The homeowner must be given the opportunity to present written or oral objection to the standing determination.
4. The person conducting the informal review will receive and review the homeowner's objections and will base their decision on:
 - a) Whether or not applicable policy was or would be violated
 - b) The validity of the evidence presented by the homeowner and the HCD
 - c) Unusual or extenuating circumstances that may warrant an exception to program policies

3. Notice of Decision

Upon conclusion of the informal review, the hearing officer shall have ten (10) calendar days in which to issue a Notice of Decision. The Notice of Decision shall be in writing and shall include the following:

- a) Introduction – The introduction will generally include the name of the homeowner, date, time and place of the review; name of the hearing officer; name of the Owner Occupied Rehabilitation Program Representative; and the name of the homeowner's representative, if any.
- b) Background – The background will provide a statement of the policy violated
- c) Summary of Facts – A brief summary of relevant facts presented by both parties, documents presented and the statements given by other interested parties.
- d) Final Decision – The decision of the HCD. **In no circumstance will the decision of the hearing officer violate any HUD regulatory requirement.**

XXVI. FRAUD AND PROGRAM ABUSE POLICY

The HCD considers the Owner-Occupied Rehabilitation Program as a valuable resource for needy residents. The Owner-Occupied Rehabilitation Program is not an entitlement program to homeowner recipients. The HCD shall ensure that the administration and operation of the program is in compliance with HUD regulations and this policy and that all necessary and appropriate actions are taken to safeguard the public trust.

The following procedures will be followed only after the homeowner has been allowed to exercise their rights as outlined in section XXV.

- **Investigation**

1. Upon receipt of an allegation, the HCD will determine if the allegation is a program violation and what type of documentation or verification is needed to confirm or deny the allegation.
2. The HCD will gather the necessary documentation and prepare a case file that will include the allegation, policy violated, supporting documentation and any other pertinent information including conducting an interview of the applicant/recipient, as needed.
3. If the evidence does not support the allegation, the report will represent that the investigation is closed with all appropriate documentation and reports placed in the applicant's/recipient's file indicating the outcome of the investigation.

- **Enforcement**

1. If the applicant cannot present evidence that would clear them from the allegation or, the applicant does not respond to the HCD requests for information within ten (10) calendar days from the date

of the request, the HCD will send the applicant a letter stating that their application for assistance has been denied. The letter shall include the reason for denial and the policy violated and a statement that describes their right to appeal. The applicant shall have ten calendar days to respond to the letter. Failure to respond to the letter within ten calendar days will forfeit the applicant's right to appeal.

- **Appeals**

In either type of enforcement action, a letter shall be mailed notifying the applicant/recipient of their right to appeal in cases of denial of assistance or repayment of grant funds.

1. Fraud and/or Program Abuse – Preliminary Application Phase, No Funds Expended
 - a. The applicant will be provided the right of appeal.
 - b. If the applicant is found to be guilty of fraud and/or program abuse and the decision of the hearing officer is to deny the homeowner's request for assistance, the homeowner's application will be voided and the homeowner will be ineligible for any future assistance under the Owner-Occupied Rehabilitation Program.
2. Fraud and/or Program Abuse – Construction, Work in Progress Phase – Funds Obligated and/or Expended
 - a. Any work that has not been started and is not required to complete work that is already in progress will be halted. The contractor and homeowner will be notified by the HCD, in writing, which items are authorized to be completed and which items will not be authorized for completion.
 - b. The HCD will determine the amount of funds expended and will authorize payment to the contractor once the HCD Inspector and/or Designee has inspected the work and determined the work meets rehabilitation standards.
 - c. The homeowner's presence shall be requested at the time of final inspection *but is not required*.
 - d. If the homeowner refuses to allow access to the property, the contractor shall be required to submit a statement of work completed affidavit indicating the amount of payment requested based on items identified on the accepted proposal that have been completed.
 - e. The homeowner will receive a statement indicating amount owed and will be required to pay that amount within 30 days from receipt of notice unless there was an alternative payment schedule established, and agreed upon by the HCD, during the informal review process as outlined in section XXV.
 - f. The work completed shall carry no warranty.

3. Fraud and/or Program Abuse – Work Completed and Lien Filed

In circumstances where the homeowner has received rehabilitation assistance and a lien has already been filed, the homeowner will be required to repay the amount of the lien in accordance with the following schedule unless an alternative payment schedule was established and agreed upon by the HCD during the informal review process as outlined in section XXV.

- **Repayment Schedule**

1. \$1,000 or less – recipient must repay the entire amount within 30 calendar days of notification

2. \$1,001 - \$5,000 – recipient must pay one-third down within 30 calendar days of notification and the balance must be paid in twelve equal monthly payments starting sixty calendar days after notification
3. \$5,001 - \$10,000 – recipient must pay one-third down within 30 calendar days of notification and the balance must be paid in twenty-four equal monthly payments starting sixty calendar days after notification
4. \$10,001 - \$15,000 – recipient must pay one-third down within 30 calendar days of notification and the balance must be paid in thirty-six equal monthly payments starting sixty calendar days after notification
5. \$15,001 - \$25,000 – recipient must pay one-third down within 30 calendar days of notification and the balance must be paid in forty-eight equal monthly payments starting sixty calendar days after notification

If a recipient fails to make two consecutive payments, the County may notify the recipient, in writing, of its intent to exercise its right to foreclose on the property. Notification must be by United States Postal Service Certified Mail, Return Receipt Requested, and must give the recipient the opportunity to appeal the decision to the HCD or his/her designee. The recipient shall be given ten (10) calendar days to file a written response. Failure of the recipient to respond in writing within ten (10) calendar days will forfeit the recipient's rights of appeal.

- **Referral to HUD**

The County may, at its discretion, refer a case involving fraud and/or program abuse to HUD for review and possible criminal prosecution.

Appendix A

CONTRACTOR INSURANCE REQUIREMENTS FOR OWNER-OCCUPIED REHABILITATION PROGRAM

Prior to executing contracts in connection with the Gloucester County Owner-Occupied Rehabilitation Program, a contractor must submit to the homeowner and the County's Department of Housing and Community Development (HCD) a certificate(s) of insurance from a satisfactory insurer(s) stating that it carries the following types of coverage in the minimum amounts stated.

- **Commercial General Liability Insurance**

The policy will allow for \$500,000 per occurrence for bodily injury, death, personal injury, and property damage. The policy shall include coverage for premises/operations, products and completed operations, and contractual liability. This policy shall have no standard coverage removed by exclusions.

- **Automobile Liability**

Coverage shall be provided for bodily injury and property damage for owned, hired, and non-owned vehicles with minimum limits in the amount required by State of New Jersey law.

- **Workers' Compensation and Employers' Liability**

Statutory Workers' Compensation coverage with Employers' Liability policy has limits of \$100,000 for each accident, \$500,000 policy limit for disease, when applicable.

- **Other Insurance Provisions**

1. The County of Gloucester shall be named as an additional insured on the general liability policy. These policies shall contain the appropriate additional insured endorsements signed by a person authorized by that insurer to bind coverage on its behalf.
2. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the County of Gloucester, its officials, employees, and volunteers for losses arising from the activities under this contract.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after 30 days' prior written notice has been provided to the County.
4. Certificates of Insurance shall be completed on the ACCORD form only and shall be forwarded to the HCD.

Appendix B

LEAD HAZARD REDUCTION ACTIVITIES FOR HUD FUNDED HOUSING PROGRAMS

I. Purpose

The purpose of lead hazard reduction activities in the Gloucester County Owner Occupied Rehabilitation Program is to reduce or eliminate lead hazards in pre-1978 federally assisted housing units. The goals of lead reduction activities are:

- To reduce lead poisoning or the risk of lead poisoning to children and families;
- To educate families about lead poisoning prevention; and
- To provide intervention through the reduction of lead-based paint hazards in pre- 1978 units that contain lead-based paint hazards in the City's federally assisted housing programs.

II. General Requirements

Notification - The County and all sub-recipients must follow the lead notification procedures outlined below when dealing with pre-1978 housing units, regardless of the type of activity funded. Proper documentation that all required notification was given must be maintained in all project files. The notices are as follows:

- Lead Information Pamphlet and Lead Disclosure Form - occupants of the unit will receive the HUD/EPA pamphlet "Protect Your Family from Lead in Your Home" and the Lead Disclosure Form. If the unit is known to be a pre-1978 unit that contains lead-based paint or lead-based paint hazards, owners must notify tenants and prospective buyers if the owner at any time uses the unit for rental property or decides to sell the property.
- Notice of Hazard Evaluation or the Presumption of Lead-Based Paint or Hazards - unit occupants will receive notification of the results of any lead hazard evaluation or the presumption of lead-based paint or hazards within fifteen (15) days after the results has been determined.
- Notice of Reduction Activities - unit occupants will receive notification of the results of hazard reduction activities. The type of reduction activity will vary according to the level of assistance provided.
- Safe Methods of Paint Removal

The HCD will document that contractors have been informed of the permissible methods of paint removal and document safe work practices are followed. Safe work methods are required on interior surfaces larger than two square feet and on exterior surfaces larger than 20 square feet. At the very least, the program will fund the repair of any painted surface that is disturbed during our work. We may stabilize deteriorated paint, which includes the correction of moisture leaks or other obvious causes of paint deterioration. We will have clearance examination conducted following most work activities to ensure that the work has

been completed; that dust, paint chips and other debris have been satisfactorily cleaned up; and that dust lead hazards are not left behind.

The program will conduct a risk assessment to identify lead-based paint hazards, and as necessary, perform interim control measures to eliminate any hazards that are identified or, in lieu of a risk assessment, perform standard treatments throughout a unit. The type and amount of Federal assistance and rehabilitation hard costs for the unit will determine the level of lead hazard reduction we will complete.

To comply with the regulations controlling lead hazards in housing receiving federal assistance, the County will ensure the regulations implementing sections 1012 and 1013 of the Residential Lead-Based Hazard reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992 applies to all homes constructed prior to 1978 are fully adhered to.

The following requirements apply to federally funded rehabilitation:

- A. Rehabilitation where cost is between \$1,000 and \$5,000:
 - Provision of the “Protect Your Family From Lead in your Home” Pamphlet
 - Paint testing (where disturbed)
 - Repair surfaces disturbed during rehabilitation
 - Use Safe Work Practices
 - Clearance of the Work Site
 - Appropriate notices

- B. Rehabilitation where cost is between \$5,000 and \$25,000:
 - Provision of the “Protect Your Family From Lead in your Home” Pamphlet
 - Paint testing and Risk Assessment
 - Interim Controls
 - Use Safe Work Practices
 - Clearance of the Unit
 - Appropriate notices

- C. Rehabilitation where costs exceed \$25,000:
 - Provision of the “Protect Your Family From Lead in your Home” Pamphlet
 - Paint testing and Risk Assessment
 - Abatement (Interim Controls exterior)
 - Use Safe Work Practices
 - Clearance of the Unit
 - Appropriate notices

The County Lead Contractor will inspect the unit to perform a “Risk Assessment” and lead-based paint testing with an XRF machine. Those elements which require remediation will be incorporated into the work write-up/cost estimate by the HCD Inspector and/or designee.

The owner will be provided a copy of the results of this test and the required pamphlet on lead-based paint hazards.

In terms of occupant protection and temporary relocation during lead hazard reduction, if the job requires lead hazard reduction, appropriate actions typically will be taken to protect occupants from lead-based paint hazards if the unit will not be vacant during the rehabilitation project. In those cases, occupants may not enter the worksite during the lead hazard reduction activities. Re-entry is permitted only after such activities are completed and the unit has passed a clearance examination.

Occupants of the unit do not have to be relocated if:

- rehabilitation work will not disturb lead-based paint or create lead-contaminated dust,
- hazard reduction activities can be completed within one 8-hour daytime period and the worksite is contained to prevent safety, health, or environmental hazards,
- exterior-only work is being performed where the windows, doors, ventilation intakes, and other openings near the worksite are sealed during hazard reduction activities and cleaned afterward, allowing for a lead-free entry to be maintained,
- hazard reduction activities will be completed within 5 calendar days and the work area is sealed, the area within 10 feet of the containment area is cleaned each day, occupants have safe access to sleeping areas, bathroom and kitchen facilities; and occupants are not permitted into the worksites until after clearance has been achieved.

HUD has advised that relocation of elderly occupants is not typically required, so long as complete disclosure of the nature of the work is provided and informed consent of the elderly occupant(s) is obtained before commencement of the work.

If occupied units are to undergo more extensive lead hazard abatement activities, the occupant(s) must be temporarily relocated. Most often, furniture and occupant belongings can be covered and sealed with protective plastic sheeting, although storage of major furniture and removal of all small furnishings during the hazardous materials reduction work may sometimes be necessary. Owners are responsible for carefully packing all breakables; removing all clothing from closets, etc. During the abatement work, only workers trained in lead hazard reduction may enter the work site. This means that neither owners nor occupants are permitted to return to the work site during the day or at night. If an owner requires special needs to re-enter the site, this will be arranged by the Gloucester County staff.

Only when the unit has been cleaned to the federally- mandated standards and passed a clearance examination is it safe and permissible to return. The County's staff will notify the homeowner with an Authorization for Re-Occupancy. Sometimes the jobs are completed in stages, with the lead hazard reduction work occurring first and the normal renovation work following. In these cases interim dust lead clearance must be obtained prior to re-occupancy by the owners or occupants and other non-lead related rehabilitation workers. Final lead

dust clearance must be repeated following the rehabilitation work to verify that the residence is free of lead hazards. The County's program staff can provide more information.

Appendix C

CUSTOMER SATISFACTION SURVEY

1. Name: _____

2. Address: _____

3. Date Project was Completed: _____

Please rate the following items on a scale of 1 to 5, with **(1) being dissatisfied** with services received, and **(5) being very satisfied** with housing rehabilitation services received.

- Quality of Construction Workmanship 1 2 3 4 5
- Quality of Materials Used in Construction 1 2 3 4 5
- Professionalism / Courtesy of General Contractor 1 2 3 4 5
- Professionalism / Courtesy of Sub-Contractors 1 2 3 4 5
- Professionalism / Assistance Provided by Office of Housing and Community Development (HCD) 1 2 3 4 5
- Length of Time Contractor took to Complete Work 1 2 3 4 5
- Overall Satisfaction with Housing Rehab Program 1 2 3 4 5

Please describe any specific concerns or recommendations regarding the program below. Use the back of the page as necessary. Thank you for your time and input.

County of Gloucester

Planning Division/Housing and Community Development,
Owner-Occupied Rehabilitation Program
1200 N. Delsea Drive
Clayton, New Jersey 08312

Appendix D

HOMEOWNER ACKNOWLEDGEMENT

Date: _____

I, _____, (full name) owner of the property located

at _____, (address), as applicant for house rehabilitation assistance from the County of Gloucester's Owner-Occupied Rehabilitation Program, have read the County's Policies and Procedures regarding this program and have reviewed the sections entitled "Rights and Responsibilities" and "Grievance Procedures." I understand and acknowledge these policies and agree to adhere to these procedures in resolving any differences or disputes which may arise during the course of and upon completion of rehabilitation work on the above-listed property.

Signed:

Homeowner(s)

Appendix 22

Township Rental Rehabilitation Program Manual

Appendix 23
Affordability Assistance Manual

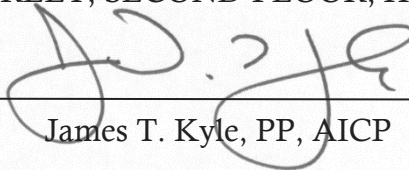
Appendix 24
Route 55 Redevelopment Plan

ROUTE 55 REDEVELOPMENT PLAN

PREPARED FOR THE TOWNSHIP COMMITTEE AND LAND
USE BOARD OF THE TOWNSHIP OF MANTUA
GLOUCESTER COUNTY, NJ

KYLE MCMANUS ASSOCIATES

2 EAST BROAD STREET, SECOND FLOOR, HOPEWELL, NJ 08525



James T. Kyle, PP, AICP

Licensed NJ Professional Planner Number 05667

The original of this document was signed and sealed

in accordance with N.J.S.A. 45:14A-12



2/6/2023

Township of Mantua

401 Main Street, Mantua Township, NJ 08051

TOWNSHIP OF MANTUA

TOWNSHIP COMMITTEE

Robert Zimmerman, Mayor
Pete Scirrotto, Deputy Mayor
John Legge, Committeeman
Shawn K. Layton, Committeeman
Eileen Lukens, Committeewoman

Jennica Bileci, MPA, RMC, Business Administrator
Michael Riggs, Director of Land Use

MANTUA TOWNSHIP LAND USE BOARD

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Glen deMers
Dr. Robert Harris, Chairman
George Huston, Vice Chairman
Barry Johnson
Committeeman John Legge
Committeewoman Eileen Lukens
Richard Masciulli
Marc Moscatelli
Michael Magilton, Alternate 1

Sandi Rost, Board Secretary
Linda Galella, Parker McCay, Board Solicitor
Jenizza Corbin, Remington & Vernick, Board Planner
Tim Kernan, Colliers Engineering and Design, Board Engineer

Linda Gallela, Esq., Board Solicitor

TABLE OF CONTENTS

Introduction	4
Figure 1 – Route 130 South Redevelopment Area (Image Courtesy of Melvin/Kernan redevelopment plan).	4
Figure 2 – Route 55 Redevelopment Area.....	5
Public Purpose	6
Legal Basis for Redevelopment in New Jersey	6
Existing Zoning.....	9
Figure 3 – Current Zoning of the redevelopment area.....	9
Environmental Constraints	10
Redevelopment Plan Objectives	10
Development Regulations.....	11
Figure 4 – Area “A” and Area “B” Designations	11
General Provisions	14
Redevelopment Authority.....	14
Land Use Board Review	14
Effect of Land Use Board Approval	15
Acquisition of Property (N.J.S.A. 40A:12A-7a(4)).....	15
Affordable Housing Units and Replacement Units (N.J.S.A. 40A:12A-7a(6 and 7)).	15
Relocation Provisions (N.J.S.A. 40A:12A-7a(3))	15
Zero-Emission Vehicle Fueling and Charging Infrastructure (N.J.S.A. 40A:12A-7a(8))	15
Mandatory Statewide Nonresidential Development Fee.....	15
Affordable Housing Requirements	16
Off-tract and On-tract Improvements	16
Relationship to Definite Local Objectives	16
Significant Relationship of the Redevelopment Plan to Other Municipal, County and State Plans	17
Other Municipal Plans.....	17
Gloucester County	17
State of New Jersey	18

Introduction

This amendment to the Route 55 Redevelopment Plan, originally adopted in May of 2006 and amended in July and November of 2007, seeks to alter the prior plan to further assist the Township in meeting its constitutional obligation to provide opportunities for creation of affordable housing. Specifically, the Mangel property and a portion of 32.01 (formerly Lot 19.01) immediately adjacent, which are part of the designated redevelopment area, are to be the focus of the majority of new residential development in Mantua Township.

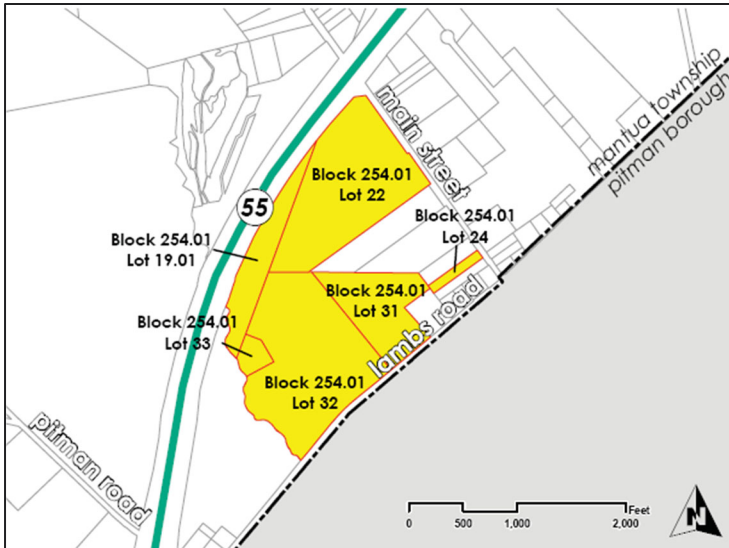


Figure 1 – Route 130 South Redevelopment Area (Image Courtesy of Melvin/Kernan redevelopment plan).

for inclusionary development consisting of a mix of market-rate and deed-restricted units affordable to low and moderate income households. Whereas the prior plan was an overlay to existing zoning, this plan will supersede underlying zoning, although uses permitted under current zoning on parcels other than Mangel and Lot 19.01 will be continued.

Figure 1, above, shows the redevelopment area as identified in the 2007 amended plan. It includes five (5) parcels totaling approximately 82 acres, with frontage on Lambs Road to the south, Main Street to the east and State Route 55 to the west. It should be noted that due to consolidations, the lot designations are slightly different today. Figure 2, on the following page, shows the redevelopment area and a recent aerial photo with the current lot designations. As can be seen, a portion of the area (Lot 32.01) has already been redeveloped with Total Turf Experience, an indoor/outdoor sports facility. The balance of the area remains undeveloped.

After an exhaustive review of vacant property within the Township potentially suitable for higher density residential development as part of its settlement negotiations with Fair Share Housing Center, the Route 55 Redevelopment Area is viewed as the most appropriate location for such development to occur.

This amended plan leaves intact the original vision for the redevelopment area, which was for “...a mixed use, mixed income community with access to multiple modes of transportation, which serves as an example of sound planning for Mantua Township and adjacent communities...”. The primary change in this amended plan is to increase permitted densities and to allow

Figure 2 – Route 55 Redevelopment Area



Public Purpose

Aside from the obvious benefits of ameliorating deteriorating or stagnant conditions such as those identified in previous iterations of this plan, redevelopment planning has tremendous benefits to the community from a land use planning perspective. First and foremost, it enables a municipality to establish new parameters for redevelopment, which can in some cases represent a significant departure from status quo zoning with respect to physical form, building materials, design and density. Whether treated as superseding existing zoning (as will be the case here) or as an overlay, a redevelopment plan offers the opportunity to meet emerging needs of the community through a small-scale, self-contained planning process. In the case of the Route 55 Redevelopment Area, this planning process will greatly aid the Township in addressing the stagnation of parcels that have remained undeveloped within the redevelopment area while providing an appropriate location for new higher density residential development that will include a setaside of units affordable to low and moderate income households in the region.

Legal Basis for Redevelopment in New Jersey

The New Jersey Local Redevelopment and Housing Law (LRHL), N.J.S.A. 40A:12A-1 et. seq., enables municipalities to take advantage of a broad range of tools that assist in remedying deteriorated conditions and blight or lack of proper utilization of land that can ultimately impact the public welfare. Areas that exhibit a preponderance of vacant or underutilized properties or structures, or lands that have remained underutilized for a significant length of time can ultimately impact the viability of surrounding uses to the detriment of the public interest. In its findings, determinations and declarations in N.J.S.A. 40A:12A-2, the Legislature notes:

- a. There exist, have existed and persist in various communities of this State conditions of deterioration in housing, commercial and industrial installations, public services and facilities and other physical components and supports of community life, and improper, or lack of proper, development which result from forces which are amenable to correction and amelioration by concerted effort of responsible public bodies, and without this public effort are not likely to be corrected or ameliorated by private effort.
- b. From time to time the Legislature has, by various enactments, empowered and assisted local governments in their efforts to arrest and reverse these conditions and to promote the advancement of community interests through programs of redevelopment, rehabilitation and incentives to the expansion and improvement of commercial, industrial, residential and civic facilities.
- c. As a result of those efforts, there has grown a varied and complex body of laws, all directed by diverse means to the principal goal of promoting the physical development that will be most conducive to the social and economic improvement of the State and its several municipalities.

d. It is the intent of this act to codify, simplify and concentrate prior enactments relative to local redevelopment and housing, to the end that the legal mechanisms for such improvement may be more efficiently employed.

Redevelopment starts with the governing body authorizing the Planning Board to undertake a “Preliminary Investigation” of whether a certain area or group of parcels meet the criteria outlined in N.J.S.A. 40A:12A-5. Changes to the LRHL resulting from court decisions require the governing body, in its resolution authorizing the preliminary investigation, to specify whether condemnation powers will be utilized in redevelopment efforts. In the case of the Route 55 Redevelopment Area, the preliminary investigation and basis for the redevelopment designation predates relevant Court decisions , and the prior redevelopment plan announced the governing body’s intent to utilize the power of eminent domain, although it is not anticipated as being necessary.

While the LRHL does not prescribe an exact form for the preliminary investigation, it must contain, at a minimum, a map of the area studied and the location of parcels included along with a statement as to the basis for the investigation. The Planning Board is required to hold a public hearing on the preliminary investigation, with notice given to affected property owners and general notice given by publication of the hearing in a newspaper of general circulation. Notice must be published once each week for two consecutive weeks, the second publication occurring at least 10 days prior to the date of the hearing on the preliminary investigation. The hearing is held much like a hearing for land development applications, where interested parties and those immediately affected are afforded the opportunity to speak and enter evidence for the Board’s consideration. At the conclusion of the public hearing, the Board is required to recommend to the governing body that all or any part of the area studied be determined, or not be determined, to be an area in need of redevelopment. All of this occurred in 2006 and 2007 when the redevelopment area was initially designated and subsequently amended. The governing body subsequently designated the Route 55 Redevelopment Area based on recommendation of the Planning Board (now the Land Use Board).

Once an area is determined to be an area in need of redevelopment, the governing body must prepare or authorize the Planning Board to prepare a redevelopment plan. The LRHL specifies that “the redevelopment plan shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate:”

- (1) Its relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
- (2) Proposed land uses and building requirements in the project area.
- (3) Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.

- (4) An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.
- (5) Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities, (b) the master plan of the county in which the municipality is located, and (c) the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act," P.L.1985, c.398 (C.52:18A-196 et al.).
- (6) As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure.
- (7) A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program, or pursuant to the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), provided they are deemed to be eligible, shall have first priority for those replacement units provided under the plan; provided that any such replacement unit shall not be credited against a prospective municipal obligation under the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), if the housing unit which is removed had previously been credited toward satisfying the municipal fair share obligation. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area. A municipality shall report annually to the Department of Community Affairs on its progress in implementing the plan for provision of comparable, affordable replacement housing required pursuant to this section.
- (8) Proposed locations for zero-emission vehicle fueling and charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

Any redevelopment plan may include requirements for the provision of affordable housing, but it must contain discussion on the relationship of the plan to development regulations of the municipality and must be "substantially consistent with" or "designed to effectuate" the municipal master plan. Redevelopment plans are required to be adopted by ordinance and go through the normal procedure undertaken by the governing body for such an action. If the governing body prepares the redevelopment plan, it must be referred to the Planning Board for review as set forth in the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-26 to determine if any provisions of the redevelopment plan are inconsistent with the master plan. In accordance with the LRHL, if the

Planning Board prepares the redevelopment plan, the governing body need not refer the plan and ordinance back to the Board for review.

Existing Zoning

The Route 55 Redevelopment Area's 5 parcels lie within 3 different zoning districts including the A/T Apartment/Townhouse, PC Planned Commercial and I Industrial Districts. Figure 3, at right, depicts the current 2019 Zoning Map and the redevelopment area. Presently the redevelopment plan acts as an overlay to underlying zoning.

Currently the Mangel tract (Block 254.01, Lot 22) is part of the A/T Apartment/Townhouse District, which permits townhouses, garden apartments and community residences for the developmentally disabled, community shelters for victims of domestic violence, community residences for the terminally ill and community residences for persons with head injuries, pursuant to N.J.S.A. 40:55D-66.1 and N.J.S.A. 40:55D-66.2. Permitted density for townhouses is 6 units per acre and garden apartments is 8 units per acre.

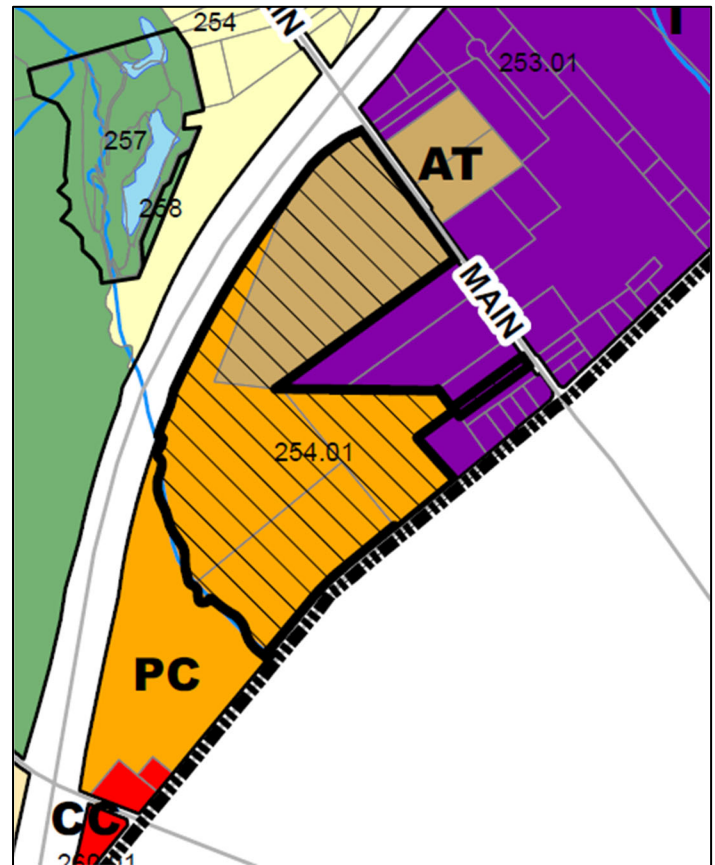


Figure 3 – Current Zoning of the redevelopment area.

The Planned Commercial District permits nonresidential uses including retail, eating and drinking places, offices, movie theaters, performing arts facilities and community centers, hotels, motels and inns, including accessory conference, banquet and recreational facilities, shopping centers, recreation uses, public park-and-ride facilities, garden center stores and planned commercial developments. This zone designation covers Block 254.01, Lots 19.01, 31, 32 and 33.

Block 254.01, Lot 24 is the only parcel zoned I Industrial. While the zone permits a variety of typical industrial uses, this long, narrow property has no development potential, and acts only as a connector to Main Street to the east.

Surrounding zone districts include the R-40 and C districts to the west of Route 55, A/T to the immediate east and I Industrial to the immediate east and southeast.

Environmental Constraints

According to data published by the New Jersey Department of Environmental Protection (NJDEP), there are a number of environmental constraints within the redevelopment area, including wetlands along the Chestnut Branch on the western side of the redevelopment area as well as wetlands on Lots 22 and 31. The Township commissioned a wetlands study on the Mangel Tract, and there is an area of wetlands in the northern part of the property extending along Main Street. Reviewing the Landscape Project data for the site, only Rank 1 suitable habitat is identified, with no threatened or endangered species having been spotted in the immediate area.

There is environmental contamination present in the redevelopment area, both from the Hausmann Bus site east of the redevelopment area and from the Struthers Dunne site, formerly located on Lot 31. Both sites are listed as Known Contaminated Sites and are subject to Classification Exception Area and Well Restriction Area (CEA/WRA) designations by the NJDEP. Only a small portion of the Mangel Tract is subject to the CEA/WRA designation, and the other larger CEA/WRA lies beneath the Total Turf Experience facility on Lots 32 and 32.01 and the Struthers Dunne site on Lot 31.

Redevelopment Plan Objectives

The following objectives are intended to guide redevelopment of the Route 55 Redevelopment Area:

1. To promote and advance the purposes of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-2, including:
 - a. To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare;
 - g. To provide sufficient space in appropriate locations for a variety of agricultural, residential, recreational, commercial and industrial uses and open space, both public and private, according to their respective environmental requirements in order to meet the needs of all New Jersey citizens;
 - i. To promote a desirable visual environment through creative development techniques and good civic design and arrangement;
2. Encourage smart growth development that promotes walking, biking and expands the use of public transportation, while promoting connections between development areas, and that can link schools, libraries, cultural facilities, parks, shops, employment and neighborhoods.
3. Promote a variety of housing types.
4. Encourage nonresidential development in appropriate locations to better support consumer choice, the local economy and to balance the Township's tax base.
5. Provide an appropriate location for the development of higher density housing where it will have the least impact on the rural character of Mantua Township and assist the Township in

meeting its constitutional obligation to provide opportunities for creation of housing affordable to the region's low and moderate income households.

With adoption of the following development regulations and through the redevelopment process in general, the Township seeks to promote the above objectives. The development regulations provide additional permitted uses that will broaden the options available to property owners and will stimulate needed growth along the Township highway corridors.

Development Regulations

Pursuant to Section 7 of the LRHL (N.J.S.A. 40A:12A-7), the following sections set forth development regulations applicable to the Route 55 redevelopment area. The redevelopment area is hereby divided into two areas, "A" and "B", as shown on Figure 4, below, with Area "A" being the nonresidential area and Area "B" the residential/mixed-use area.

These development regulations shall supersede Chapter 230 and the underlying zoning standards currently in place, and any redevelopment proposed must be consistent with the requirements of this plan in terms of use, bulk, area and yard requirements as well as design regulations. Any departure from the permitted principal or accessory uses or maximum permitted floor area ratio or residential density must be addressed through amendment of the plan by the Township Committee. Any use not permitted, whether principal or accessory, is prohibited. Any departure from the bulk regulations contained in this plan may be approved by the Mantua Township Land Use Board in accordance with the same criteria considered for bulk variances under the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-70c(1) or 70c(2). The redeveloper must demonstrate that the departure(s)

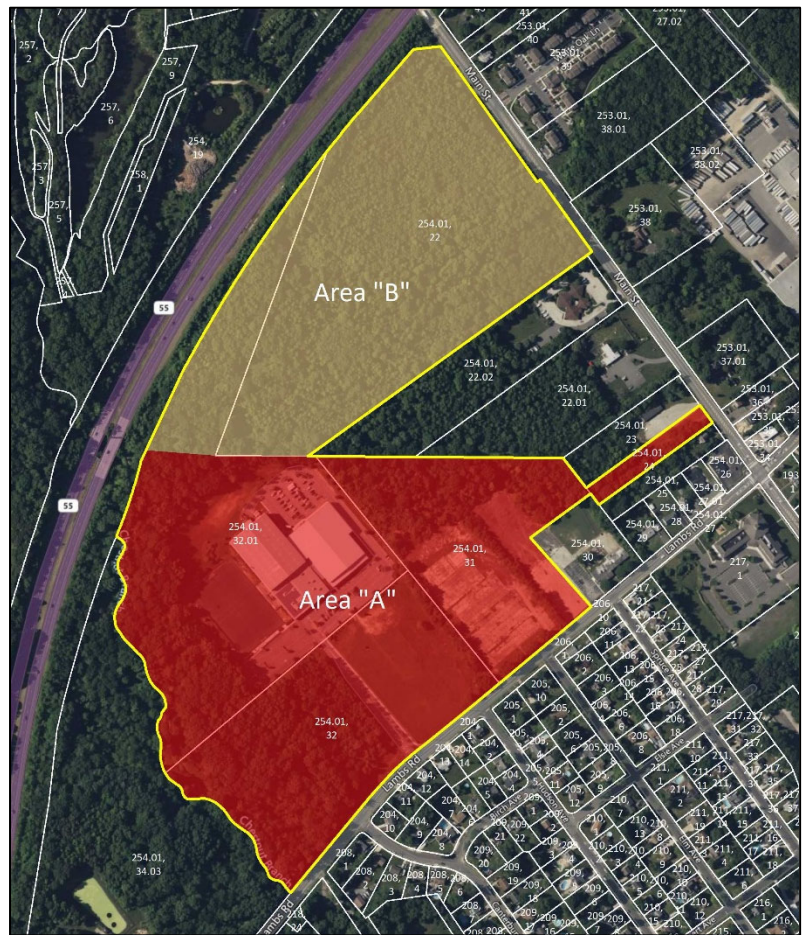


Figure 4 – Area "A" and Area "B" Designations

proposed promote the objectives of this redevelopment plan, and that they can be granted without substantial detriment to the public good and that they will not impair the intent and purpose

(objectives) of this redevelopment plan. Similarly, any departure(s) from the design regulations contained in section F of this redevelopment plan shall be treated as exceptions and must be shown to be reasonable and within the general intent of the provisions and must be supported by demonstration that compliance is impracticable, or will exact undue hardship on the redeveloper because of peculiar conditions relative to the redevelopment parcel.

A. Applicability of other requirements

1. Unless specific requirements set forth in this redevelopment plan provide standards to the contrary, the redeveloper shall be subject to and comply with the provisions of Chapter 230 of the Land Development Ordinance, entitled “Land Development.”
2. The redeveloper shall be subject to the requirements of Chapters 344 Stormwater Control and Chapter 346 Stormwater Management.

B. Permitted Principal Uses – Area “A”

1. Retail trade.
2. Eating or drinking place.
3. Banking facilities whose primary activity is the service of daily customers, including those with drive-in facilities and bank machine facilities.
4. General and professional offices.
5. Personal and business service establishments.
6. Childcare centers.
7. Recreation, exercise and health clubs.
8. More than one principal building and/or use shall be permitted on a single lot.

C. Permitted Principal Uses – Area “B”

1. Apartment/condominium flats.
2. Mixed-use including apartment/condominium flats and any uses permitted in Area “A” within the same building, however banking facilities shall not include drive-in facilities. Nonresidential uses shall not be permitted unless part of a mixed-use building.
3. More than one principal building and/or use shall be permitted on a single lot.

D. Permitted Accessory Uses – Areas “A” and “B”

1. Off-street parking, including structured parking
2. Garages and storage buildings.
3. Signs
4. Fences and walls
5. Light fixtures
6. Street furniture including bike racks, tables, chairs, benches and trash receptacles
7. Masonry and fenced trash enclosures
8. Dog parks
9. Clubhouses and community centers
10. Community swimming pools
11. Sports courts for tennis, basketball, pickleball and other similar outdoor sports

12. Electrical transformers and other utility equipment
 13. Solar panels
 14. Carports for the purpose of supporting the installation of solar panels
 15. Electric vehicle charging stations and required infrastructure
 16. Swales/rain gardens and stormwater management facilities
 17. Temporary construction and sales trailers, subject to the requirements of §230-55 of the Land Development Ordinance
 18. Emergency backup generators
 19. Uses customarily incidental to a permitted principal use
- E. Area, Yard and Bulk Requirements – Area “A”
1. Minimum lot area: 30,000 square feet
 2. Minimum lot width: 150 feet
 3. Minimum lot frontage: 150 feet
 4. Minimum lot depth: 150 feet
 5. Minimum front yard setback: 50 feet
 6. Minimum side yard setback: 10 feet
 7. Minimum rear yard setback: 30 feet
 8. Maximum impervious surface ratio: 80%
 9. Maximum floor area ratio: 40%
 10. Maximum building height: 35 feet, maximum 3 stories.
 11. Minimum parking setbacks: 10 feet, front yard; 5 feet, rear and side yards.
- F. Area, Yard and Bulk Requirements – Area “B”
1. Minimum lot area: 20 acres
 2. Minimum lot width: 400 feet
 3. Minimum lot frontage: 400 feet
 4. Minimum lot depth: 600 feet
 5. Minimum front yard setback: 100 feet
 6. Minimum side yard setback: 50 feet
 7. Minimum rear yard setback: 50 feet
 8. Maximum impervious surface ratio: 65%
 9. Maximum floor area ratio: 65% however structured parking shall not be counted towards floor area.
 10. Maximum residential density: 24 units per gross acre, not to exceed 744 total units with a minimum of 25% of units deed restricted to low and moderate income households.
 11. Maximum building height: 60 feet, maximum 4 stories.
 12. Minimum parking setbacks: 20 feet, front yard; 10 feet, rear and side yards.
- G. Design Standards
1. Fences
 - i. The requirements of §230-49 of the Land Development Ordinance shall apply.

2. Lighting
 - i. The requirements of §230-33 of the Land Development Ordinance shall apply to all nonresidential uses in Area “A”
3. Off-street parking and loading
 - i. The requirements set forth in §230-28 and 29 of the Land Development Ordinance shall apply.
 - ii. Residential uses shall provide a minimum of 1.5 spaces per unit.
4. Common Open Space Standards
 - i. The requirements of §230-32 of the Land Development Ordinance shall apply to all residential uses in Area “B”.
5. Landscaping and buffers
 - i. The requirements of §230-31 of the Land Development Ordinance shall apply.
6. Signs
 - i. The requirements of §230-30.F of the Land Development Ordinance shall apply to all nonresidential uses in Area “A”.
 - ii. The requirements of §230-30.F of the Land Development Ordinance shall apply to all nonresidential uses that are part of a mixed-use development in Area “B”.
 - iii. The requirements of §230-30.E of the Land Development Ordinance shall apply to all residential uses in Area “B”.
7. Streets, Curbs and Sidewalks
 - i. The requirements of §230-34 of the Land Development Ordinance shall apply.
 - ii. The requirements set forth in the New Jersey Residential Site Improvement Standards shall apply to residential development in Area “B”.
8. Architectural design standards
 - i. The requirements of §230-39.1 of the Land Development Ordinance shall apply.

General Provisions

Redevelopment Authority

The Township Committee shall act as the “Redevelopment Entity” pursuant to N.J.S.A. 40A-12A-4.c for the purposes of implementing this redevelopment plan and carrying out redevelopment projects. In doing so, the Committee shall have the powers set forth in N.J.S.A. 40A-12A-15 to effectuate all of its duties and responsibility in the execution and implementation of this redevelopment plan.

Land Use Board Review

Review of applications for development shall be conducted by the Township of Mantua Land Use Board pursuant to N.J.S.A. 40:55D-1, et seq. Any departure from the permitted principal or accessory uses in this plan must be addressed through amendment of the plan by the Township

Committee. Any departure from the bulk regulations contained in this plan may be approved by the Township of Mantua Land Use Board in accordance with criteria similar to those typically considered for bulk variances under the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-70c(1) or 70c(2). The redeveloper must demonstrate that the departure(s) proposed promote the purposes of the New Jersey Municipal Land Use Law and those of this redevelopment plan, and that they can be granted without substantial detriment to the public good and that they will not impair the intent and purpose (objectives) of this redevelopment plan. Similarly, any departure(s) from the design regulations contained in section G of this redevelopment plan must be supported by demonstration that compliance is impracticable, or would exact undue hardship on the redeveloper.

Effect of Land Use Board Approval

The effect of any Land Use Board approval shall be consistent with the rights granted by the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) except to the extent they may be modified by any redevelopment agreement between the Township and the redeveloper.

Acquisition of Property (N.J.S.A. 40A:12A7a(4))

Pursuant to Section 15 of the LRHL (N.J.S.A. 40A:12A-15), no property is proposed to be acquired by public entities in the redevelopment area as part of this redevelopment plan.

Affordable Housing Units and Replacement Units (N.J.S.A. 40A:12A-7a(6 and 7))

At present there are no residential dwelling units located within the redevelopment area. As such, replacement units are not required under the Local Redevelopment and Housing Law.

Relocation Provisions (N.J.S.A. 40A:12A-7a(3))

No property acquisition will be undertaken by a public entity or utilizing government funds pursuant to this redevelopment plan. Consequently, there will be no displacement of either residents or business that requires a Workable Relocation Assistance Program under N.J.A.C. 5:11-1 et seq.

Zero-Emission Vehicle Fueling and Charging Infrastructure (N.J.S.A. 40A:12A-7a(8))

Through the redevelopment process and implementation of the requirements of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-66.20b(1), electric vehicle charging infrastructure will be provided by the redeveloper.

Mandatory Statewide Nonresidential Development Fee

Pursuant to the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-8.4 and consistent with §142-96(E)(1), Land Use, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements for all new nonresidential construction on unimproved lots. For projects proposing additions or alterations to existing structures, nonresidential developers shall pay a fee equal to 2.5% of the increase in equalized assessed value resulting from additions and alterations. Development fees shall also be collected when an existing structure is demolished and replaced, the

fee being calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, including the land and improvement. Eligible exactions, ineligible exactions and exemptions for nonresidential development shall be as set forth in N.J.S.A. 40:55D-8.4b and §142-96(E)(2), Land Use.

Affordable Housing Requirements

Where redevelopment projects propose residential inclusionary development, all affordable housing units shall comply with the requirements of §230-69 of the Land Development Ordinance.

Off-tract and On-tract Improvements

The redeveloper shall be solely responsible for the construction of all improvements, including those required within the redevelopment area as part of a development project or off-tract. This may include, but is not limited to, utilities (gas, electric, telecommunications, water and sewer), roadway improvements, sidewalks and any roadway or traffic improvements. Any and all easements, whether on-tract or off-tract, are the responsibility of the redeveloper to acquire.

As part of any redevelopment project, the redeveloper is responsible for ensuring that adequate water and sewer infrastructure is provided. This may include required upgrades to these utility systems off-tract to provide adequate capacity or to allow for conveyance of wastewater for treatment. All off-tract upgrades required to provide adequate utility service to the redevelopment area shall be the sole responsibility of the redeveloper.

Relationship to Definite Local Objectives

This redevelopment plan is consistent with the general planning policies of the Township of Mantua and those of surrounding municipalities, the County and the State Development and Redevelopment Plan. While some of the provisions contained in this plan are intended to supersede requirements of the Land Use regulations, those departures are largely consistent with the intent and purpose of the ordinance and the Township Master Plan. In accordance with the requirements of the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-7a(1), these standards will result in appropriate land uses and density of population and will not negatively impact traffic and public transportation, public utilities and recreational and community facilities.

Considering the goals and objectives of the master plan, the standards set forth in this redevelopment plan are designed to be consistent with and effectuate the Township's planning policy. More specifically, the 2018 Master Plan Reexamination Report consolidated and revised the Goals and Objectives of the 2006 Master Plan as follows:

1. Encourage smart growth development that promotes walking, biking and expands the use of public transportation, while promoting connections between development areas, and that can link to schools, libraries, cultural facilities, parks, shops, employment, and neighborhoods. Seek to develop trail connections between township parks, County open

space, Rowan University and future walk up rail stations, as a means for promoting alternative travel.

2. Encourage an environment where the rural character of the Township and farming can continue as viable economic options.

3. Establish planning and design standards so new developments are of a scale and intensity compatible with the Township's historic and natural environmental characteristics. Promote a variety of housing types and sizes, including a variety of residential lot sizes to address the needs of all ages and abilities.

4. Promote the preservation of natural open spaces, stream corridors, wetland habitats, view sheds, forests, air and water quality, and the preservation of historic and cultural sites and buildings.

5. Promote environmental stewardship and storm resilience through the recovery of recyclable materials, the encouragement of energy efficient design for building systems, evaluation of appropriate areas to enable the charging of electric vehicles, and identify the future needs of the community to take steps to address those resources.

6. Review and respond to planning initiatives and development pressures at the Township's edges.

7. Promote the development of Township ordinances and policies to retain existing Township businesses which result in jobs that can be filled by the residents of the Township.

Significant Relationship of the Redevelopment Plan to Other Municipal, County and State Plans

Other Municipal Plans

The portion of the redevelopment area that is subject to this redevelopment plan is located adjacent to Pitman Borough. Lands in Pitman immediately opposite the redevelopment area on Lambs Road are zoned RA residence district. This amendment to the redevelopment plan proposes no changes to the long standing permission for nonresidential uses in this area, therefore no significant relationship exists.

Gloucester County

The Gloucester County Planning Board last adopted a comprehensive master plan in 1982. More recently, the County, with the assistance of DVRPC, embarked on a planning process to update that plan. According to the County's website, significant work was done in 2015 including preparation of a report and presentation of survey results intended to highlight a vision for the County. While

the master plan has yet to be completed, a few themes were highlighted by the community visioning process, including:

- Enable residents to live healthy lifestyles regardless of age, income or ability.
- Increase local opportunities for knowledge and success
- Attract new residents and visitors to the County
- Make strategic infrastructure improvements
- Maintain the County's rural character and variety of community types
- Develop high quality jobs and local amenities
- Maintain the relatively low cost of living while retaining the quality of life valued by County residents

Generally speaking, the objectives of this redevelopment plan are supportive of the County's vision for its future.

State of New Jersey

The 2001 State Development and Redevelopment Plan classifies the redevelopment area as PA-2 Suburban Planning Area. This redevelopment plan is generally supportive of the State's policy for PA-2, which along with PA-1 is designed to accommodate much of the State's future growth.

Appendix 25
RFQ for Supportive Housing

PUBLIC NOTICE
REQUEST FOR PROPOSALS MANTUA TOWNSHIP

INVITATION TO GROUP HOME PROVIDERS AND NON-PROFIT ORGANIZATIONS TO SUBMIT PROPOSALS
FOR NEW AFFORDABLE HOUSING GROUP HOMES

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) will be received by the Township of Mantua, County of Gloucester, State of New Jersey on March 15, 2023 at 10:00 a.m. prevailing time at Clerk's Office, Township Municipal Building, 401 Main Street, Mantua, NJ 08051, at which time and place Request for Proposals will be opened for:

NEW AFFORDABLE HOUSING GROUP HOMES

RFP documents may be obtained from the Township's website:

<https://mantuatownship.com/resources/bid-opportunities/>

All responses to RFP's must be submitted in accordance with the RFP and sealed in an envelope bearing the name and address of the responder on the outside and referencing the particular RFP. Each response to RFP shall be addressed to Jennica Bileci, Township Administrator. The Township of Mantua reserves the right to reject any and all RFP's. By order of the Township of Mantua Jennica Bileci, Township Administrator.

REQUEST FOR PROPOSALS

**INVITATION TO GROUP HOME PROVIDERS AND NON-PROFIT
ORGANIZATIONS TO SUBMIT PROPOSALS FOR NEW
AFFORDABLE HOUSING GROUP HOME**

TOWNSHIP OF MANTUA



**SUBMISSION DEADLINE
AT WHICH TIME PROPOSALS WILL BE OPENED IS**

**March 15, 2023
10:00 AM**

ADDRESS ALL PROPOSALS TO:

Township of Mantua
Attn: Jennica Bileci, Township Administrator
401 Main Street
Mantua, NJ 08051

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

Township of Mantua
401 Main Street
Mantua, NJ 08051

CONTACT PERSON

Please direct all questions in writing to:

Township of Mantua 401 Main Street
Mantua, New Jersey 08051
Attention: Jennica Bileci, Business Administrator Phone: (856) 468-1500
E-Mail: jbileci@mantuatownship.com

PURPOSE OF REQUEST

The Township is seeking one or more licensed group home non-profit organizations to develop and operate two (2) special needs group homes of at least four (4) bedrooms each.

PERIOD OF CONTRACT

One (1) year from the date of the award.

CONTRACT FORM

The successful proposer shall be required to execute the Township's form contract, which includes the indemnification, insurance, termination, and licensing provisions set forth in this RFP.

DETAILED REQUIREMENTS OF THE REQUEST FOR PROPOSAL FOR AFFORDABLE SPECIAL NEEDS GROUP HOMES

Purpose:

The following procedures are designated to provide for a fair and open process in awarding development subsidies based on qualifications, merit and cost-effectiveness through accessible advertising for services, development and ongoing operation of special needs affordable housing group home.

Scope of Services: AFFORDABLE SPECIAL NEEDS GROUP HOMES

For the purpose of addressing its affordable housing obligations, the Township is seeking one or more licensed group home providers (hereinafter the "Selected Provider") to develop two (2) group homes consisting of at least four (4) bedrooms (hereinafter the "Project") on the Property (defined below).

The applicant or the applicant's designee should be an entity, which by reason of its experience, personnel

and standing, gives the Township sufficient confidence that the project will be managed in a fashion (a) that satisfies all requirements of law including those of the New Jersey Council on Affordable Housing (“COAH”) relating to rental housing and any applicable UHAC regulations, as well as complies with the Mount Laurel doctrine in general, the New Jersey Fair Housing Act, the Township’s Affordable Housing Ordinance, the Township’s Court-Approved Settlement Agreement with Fair Share Housing Center and all applicable Court Orders related to the Township’s affordable housing compliance; and (b) that best promotes the public’s health, safety, and welfare.

The successful bidder(s) shall operate and maintain the buildings, grounds, parking areas, and other appurtenant structures or facilities. The successful bidder shall also manage the rental of all units in accordance with applicable policies, regulations, and requirements of COAH, UHAC, the Fair Housing Act, and the Township’s Affordable Housing Ordinance, as may be amended; any policies or requirements as may be required by the Township or the Township’s Administrative Agent; and any requirements of the Courts, including the Township’s Court-approved settlement agreement with Fair Share Housing Center and the Township’s Court-approved Housing Element and Fair Share Plan. The successful bidder may delegate the management responsibilities, but only with the prior written consent of the Township.

Pursuant to applicable COAH regulations, the group home(s) shall be restricted to low- and moderate-income households for at least 30 years, where, at the sole discretion of the Township, the period of restriction may be extended upon its expiration.

The Selected Provider shall arrange for all acquisition, construction or rehabilitation, and permanent financing for the Project upon such terms and conditions as the Selected Provider shall determine in the Selected Provider's sole and absolute discretion.

The Township will provide a financial subsidy towards the development costs not to exceed \$30,000 per bedroom. Bidders are not required to provide evidence of site control of a property for the proposed group home in their response to this RFP. Instead, the Township will make an award to one or more successful bidders that are contingent on obtaining site control of a suitable property.

All program staff of the Selected Provider shall hold professional and experiential competencies in the field of intellectual/developmental disabilities and clearly display the capacity to provide appropriate care, supervision, and targeted clinical, behavioral, and self-care interventions to the individuals served in these programs and their families.

Applicant's/Proposer's Responsibility in Responding to Township's Request for Proposals

The applicant/proposer shall in response to the Township's Request for Proposal, at a minimum, include the following information:

Qualification requirements to compete for the needed service or activity as outlined in the "scope of services" defined in the Township's Request for Proposal. Qualifications, at a minimum, shall include requirements defined as follows:

Full name and business address.

The bidder should provide the identity of the development entity along with the address, telephone number, and fax number of the development entity, and all principals, officers or directors having 10 percent or greater interest in the company (non-profit organizations must list all directors, trustees or officers constituting the governing body of the group).

The bidder should identify the proposed form of ownership of the subject property.

The bidder must provide the Township with an explanation of how it intends to finance the project and its experience and success or lack of success in securing financing for affordable housing projects. The bidder must provide a pro-forma including all projected development costs, proposed rents, operating expenses, debt service, environmental cleanup, etc.

If the bidder intends to manage the affordable housing aspects of the project itself under the supervision of the Township's Administrative Agent, it must provide the Township with a proposed management entity, including the name, address, telephone, and fax number, and the names of principals, officers or directors having a 10 percent or greater interest in the company (non-profit organizations must list all directors, trustees or officers constituting the governing body of the group) and describe all management experience in the field of housing and/or affordable housing. The bidder should explain how the proposed management entity would manage the project in accordance with all applicable laws, including those of COAH and UHAC, in a fashion that will best promote the health, safety, and welfare of the public. The bidder should also explain any proposals to provide or facilitate public transportation to the project. Finally, the bidder must identify other affordable housing projects it has managed and explain its successes/failures in managing such projects.

The bidder must identify all affordable housing projects it, or any of its principals, has developed, secured financing for, or managed. In addition to identifying the project's name, the bidder should furnish the address of individuals associated with the development, financing and/or management of the project(s).

The bidder will be required to identify any other projects for which it or any of its principals anticipate seeking publicly available financing/funding contemporaneously with the pursuit of such subsidies/funding for the project that is the subject of this RFP.

The successful bidder must demonstrate that it or one of its principals has successfully completed at least one 100 percent affordable housing project or affordable housing group homes.

The applicant/proposer shall submit three (3) copies of their proposal for review and consideration by the Township Administrator and Township Committee.

Basis for Award of Contract/Agreement for Professional Services

The Township shall award all professional service contracts or agreements based on qualification, merit and cost competitiveness. Selection criteria will include:

Qualifications of the individual or firms who will perform the service or activity.
Experience and references.

Ability to perform the service or activity in a timely fashion, including staffing and the staff's familiarity with the service or activity.

Cost Competitiveness.

The Township reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the professional services as outlined in the applicant's/proposer's proposal.

All awards or waivers will be by resolution acted on by the Township Committee at a Township meeting.

All awards are subject to the availability of funds.

This policy will include, but not be limited to, all of the above-listed requirements.

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:
Please initial below, indicating that your proposal includes the itemized document. A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL

INITIAL BELOW

An original with Two (2) signed copies of your complete proposal. _____

Non-Collusion Affidavit properly notarized _____

Stockholder Disclosure Certification _____

Authorized signatures on all forms.

Disclosure of Contributions to NJ ELEC _____

Business Registration Certificate(s) **Must be submitted prior to award** _____

Note: N.J.S.A 52:32-44 provides that the Township shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.

Name of Proposer:

Person, Firm or Corporation

BY: (NAME TITLE)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted Township employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted Township employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information Report Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
TOWNSHIP OF MANTUA ss:

I am _____

Of the Firm of

UPON MY OATH, I DEPOSE AND SAY:

That I executed the said proposal with full authority so to do;

That this proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with this engagement;

That all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Mantua relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said engagement; and

That no person or selling agency has been employed to solicit or secure this engagement agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial of selling agencies of the proposer. (n.j.s.a.52: 34-25)

(Type or print name of Affiant under signature) _____

Subscribed and sworn to before me this __ day of __, 2023.

Notary public of

My Commission expires: _____ 20 ____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the __ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the **owner shall** expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signature **Date**

DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT
COMMISSION
IN ACCORDANCE WITH N.J.S.A. 19:44A-20.27

STATE OF NEW JERSEY

COUNTY OF _____ : SS

I, _____ of the _____ of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____, a _____ (Name) (Title, Position, etc.)
in the firm of _____ the bidder making the

proposal to _____
(Name of Owner)
for work under _____ (Contract No. – Description)

and that I executed the said Proposal with full Authority to do so; that said Bidder acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of contracts in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the

(Name of Owner) _____

relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

Signature: _____

Subscribed and Sworn to before me this _____ day of _____ 20_____.

Notary Public of _____
My Commission Expires: _____