

# Housing Element and Fair Share Plan

Township of Upper Deerfield  
Cumberland County, New Jersey

June 17, 2019

Clarke Caton Hintz



## Housing Element and Fair Share Plan

Planning Board  
Township of Upper Deerfield  
Cumberland County, New Jersey

June 17, 2019

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# Housing Element and Fair Share Plan

## INTRODUCTION

This Third Round Housing Element and Fair Share Plan addresses the affordable housing obligation mandated by the New Jersey Constitution as expressed in the Fair Housing Act of 1985. The Housing Element is a component of the Township's Master Plan for development and redevelopment, and the Fair Share Plan constitutes the means and documents designed to implement the Housing Element. Together, the two components are known as the "housing plan."

The New Jersey Supreme Court in its March 10, 2015 decision established a process for individual municipalities to gain approval of their housing plans after determining that the administrative process operated by the New Jersey Council on Affordable Housing (COAH) had broken down and become moribund. The Court's decision led the Township of Upper Deerfield to file a declaratory judgment action on January 2, 2017 in Superior Court.

In this judicial process, the Township appeared before the Hon. Anne McDonnell, P.J. Ch., in its effort to address its affordable housing obligation. As will be discussed further below, Upper Deerfield Township entered into a Settlement Agreement with Fair Share Housing Center (FSHC), an interested party in this case, on October 23, 2018. Through a court process called a "fairness hearing" held on January 7, 2019, Judge McDonnell heard various witnesses and other testimony that conclusively demonstrated that the municipality's affordable housing proposal was fair to the low and moderate income citizens of the state. An order approving the settlement agreement was entered on January 22, 2019 in the case. The order requires a duly adopted and endorsed Housing Element and Fair Share Plan to be filed with the court. This document has been created and adopted in fulfillment of the order.

Pursuant to the Settlement Agreement, the Township's Third Round Fair Share Plan is required to address the following affordable housing obligations:

- Present Need / Rehabilitation Share – 31 Units
- Prior Round Obligation (1987-1999) – 242 Units
- Third Round Obligation (1999-2025) – 280 Units

The second part of this document, headed, "Fair Share Plan" describes the means by which the Township meets the obligations.



## BRIEF HISTORY AND REGIONAL LOCATION

Upper Deerfield Township was incorporated on February 23, 1922, from portions of Deerfield Township and is located to its northwest and directly north of Bridgeton, the County seat. Upper Deerfield Township contains the place name, Seabrook, NJ, named after Seabrook Farms that was founded by Charles F. Seabrook, who owned a large truck farm. Seabrook was one of the early adopters of packaging and freezing vegetables for sale. His farm became one of the largest irrigated truck farms in the world and he created an industrial complex where the produce was flash frozen and shipped to urban markets. The agricultural heritage continues today with about a quarter of the municipality's land area in preserved farmland, though the Seabrook complex is largely demolished except for the independent juice packaging operation.

Upper Deerfield Township is located in northern Cumberland County, and is located approximately three hours from New York City, two hours from Baltimore, one hour from Philadelphia, and one and one-half hours from Atlantic City. It contains the highest elevation in the County at about 140 feet above sea level. It is approximately 31.28 square miles in area and had a population of 7,660 people in 2010. The population is estimated to have been 7,523 persons in 2017 by the U.S. Census Bureau. The 1.8% decrease in population is consistent with the overall decrease in population in Cumberland County. Upper Deerfield has the fifth largest population among municipalities in Cumberland County.

## AFFORDABLE HOUSING JUDICIAL AND LEGISLATIVE BACKGROUND

The affordable housing landscape in New Jersey is complex and continues to evolve in a rapid fashion following the failure of COAH to produce a constitutional set of rules for the "Third Round". This section provides an overview of the laws, decisions and rules that pertain to affordable housing in the state.

Providing affordable housing within each municipality was found to be a constitutional obligation by the New Jersey Supreme Court in its landmark 1975 decision now referred to as "Mount Laurel I." The Court found that developing municipalities have a constitutional obligation to provide a realistic opportunity for the construction of low and moderate income housing.<sup>1</sup> In its 1983 "Mount Laurel II" decision, the Supreme Court extended the obligation to all municipalities within any "growth area" as designated in the *State Development Guide Plan* (New Jersey Department of Community Affairs, 1978). Subject to a number of limitations, Mt. Laurel II also gave developers under certain circumstances the opportunity to secure a "builder's remedy."<sup>2</sup> In a builder's remedy a developer is granted the right to develop what is typically a multi-family project on land that was not zoned to permit this use or at a

<sup>1</sup> - Southern Burlington NAACP v. Twp. of Mt. Laurel, 67 N.J. 151 (1975)

<sup>2</sup> - Southern Burlington NAACP v. Twp. of Mt. Laurel, 92 N.J. 158 (1983)

greater density where a “substantial” percentage of the units are reserved for low and moderate income households. The process that the municipality is presently engaged in, however, differs in the development community are intervenors or interested parties and do not have a builder’s remedy status in the Declaratory Judgment action.

In 1985, the Legislature enacted the Fair Housing Act<sup>3</sup> (FHA) in response to Mount Laurel II. The FHA created as an administrative alternative to municipal compliance in a court proceeding. The Legislature conferred “primary jurisdiction” on the agency and charged COAH with promulgating regulations: (i), to establish housing regions; (ii), to estimate low and moderate income housing needs; (iii), to set criteria and guidelines for municipalities to determine and address their fair share numbers, and (iv), to create a process for the review and approval of appropriate housing elements and fair share plans. As previously noted, COAH has been declared a moribund agency, which caused the New Jersey Supreme Court to reactivate a judicial process in the review and approval of affordable housing plans. This document is being created for submission to Superior Court in order for Upper Deerfield to receive a Third Round Judgment of Compliance and Repose.

### First and Second Round Methods

COAH created the criteria and guidelines for municipalities to determine and address their respective affordable housing obligations, or number of affordable dwellings<sup>4</sup>, and what activities undertaken at the local level would gain credit towards the obligations. Following guidelines established by the U.S. Department of Housing and Urban Development (“HUD”), COAH defined affordable housing as dwellings that could be occupied by households with incomes 80% or less of the regional household income – typically from 38 to 41% of the total population. COAH originally established a formula for determining municipal affordable housing obligations 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.” The First Round rules established an existing need where sub-standard housing was being occupied by low and moderate income households (variously known as “present need” or “rehabilitation share”), and future demand to be satisfied typically, but not exclusively with new construction (“prospective need” or “fair share”).

The First Round formula was superseded by COAH regulations in 1994 (*N.J.A.C. 5:93-1 et seq.*). The 1994 regulations recalculated a portion of the 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 U.S. Census data. The regulations COAH adopted in 1994 are known as “the Second Round”. Though the FHA did not require that the housing rounds accumulate with time, COAH decided

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<sup>3</sup> - *N.J.S.A. 52:27D-301*

<sup>4</sup> - Also called a municipality’s “fair share” of affordable housing.

that each municipality's obligation would extend from the First Round forward into the future, *ad infinitum*. This cumulative new construction component from the two earlier rounds is called either the prior obligation or "Prior Round". This housing plan will refer to the new construction obligation for the first and second housing cycles as the "Prior Round".

### Third Round Method

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 (*N.J.A.C.* 5:94-1 and 5:95-1). The FHA had originally required housing rounds to be for a six-year period, but in 2001, this was amended to extend the time period to ten-year intervals. Therefore, the Third Round should have been from 1999 to 2009. However, because of the delay in promulgating updated rules, the Third Round was extended by five years to 2014 and condensed into an affordable housing delivery period of ten years from January 1, 2004 through January 1, 2014. In other words, 15 years of obligatory affordable housing activity was to take place in ten years.

This set of rules changed, however, when the New Jersey Appellate Division invalidated key elements of the 2004 version of the Third Round rules on January 25, 2007. COAH eventually issued revised rules that became effective on June 2, 2008 (as well as a further rule revision effective on October 20, 2008). It met the Court's directive to provide residential development and job projections for the Third Round. The Third Round was expanded again from 2014 to 2018. COAH retained the "growth share" approach that was challenged in its 2004 rules, but revised its ratios to require one affordable housing unit for every four market-rate housing units developed and one affordable housing unit for every 16 jobs created.

Just as various parties challenged COAH's initial Third Round regulations, parties challenged COAH's 2008 revised Third Round rules. The Appellate Division issued a decision on October 8, 2010 deciding those challenges (*see below*).

### Fair Housing Act Amendments of 2008

On July 17, 2008, Governor Corzine signed P.L. 2008, c. 46, which amended the Fair Housing Act in a number of ways.<sup>5</sup> Key provisions of the legislation included the following:

- Established a statewide 2.5% non-residential development fee instead of requiring non-residential developers to provide affordable housing.

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<sup>5</sup> - Also known as the "Roberts Bill," named after former New Jersey Assembly Speaker Joseph Roberts who sponsored the bill.

- Eliminated regional contribution agreements as a means available to municipalities to transfer up to 50% of their required affordable housing to a “receiving” municipality.
- Added a requirement that 13% of all affordable housing units be restricted to very low income households (30% or less of median income).
- Added a requirement that municipalities had to commit to spend development fees within four years of the date of collection after its enactment on July 17, 2008.

### Appellate Division’s 2010 Decision

On October 8, 2010, the Appellate Division issued a decision on the legal challenges to the 2008 iteration of COAH regulations.<sup>6</sup> The Appellate Division affirmed the COAH regulations that assigned rehabilitation and Prior Round numbers to each municipality, but invalidated the regulations by which the agency allocated affordable housing obligations in the Third Round. Specifically, the Appellate Division ruled that COAH could not allocate obligations through a “growth share” formula. The Court directed COAH to use similar methods to those previously used in the First and Second Rounds. Other highlights of the Appellate Division’s decision included:

- To be credited, municipally-sponsored or 100% affordable housing sites must show site control, site suitability, and a proposed source of funding.
- COAH’s rules did not provide sufficient incentive for the private construction of inclusionary developments (market-rate and affordable units). Clearly defined percentages supported by economic data must be provided. The Court noted that a 20% affordable housing set-aside was typical.
- The Court invalidated Prior Round rental bonuses for developments that were not built within a reasonable timeframe.
- Bonuses for smart growth and redevelopment activities were upheld; however, the Court invalidated Third Round compliance bonuses.
- The Court upheld its prior ruling on COAH’s formula that did not reallocate present need (existing substandard housing) from urban aid eligible municipalities to other municipalities in the region. The Court also questioned whether or not urban municipalities should be assigned an allocation for future growth.

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<sup>6</sup> - In Re N.J.A.C. 5:96 and 5:97, 416 N.J. Super. 462 (App. Div. 2010).



### Judicial Activity from 2011 to 2014

COAH sought a stay from the New Jersey Supreme Court of the March 8, 2011 deadline the Appellate Division had imposed in its October 2010 decision for the agency to issue new Third Round housing numbers. The Supreme Court granted COAH's application for a stay on January 18, 2011 and on March 31, 2011, the Court granted petitions and cross-petitions to all of the various challenges to the Appellate Division's 2010 decision. However, the Supreme Court did not hear oral argument on the various petitions and cross-petitions until November 14, 2012.

The New Jersey Supreme Court decided on the appeal by the executive branch of the Appellate Division's decision of March 8, 2012 that disallowed the dissolution of COAH under Governor Christie's Reorganization Plan No. 001-2011. The Supreme Court upheld the lower court's ruling, finding that the governor did not have the power to unilaterally dissolve COAH out of existence. The Court found that such action requires the passage of new legislation.

On September 26, 2013, the New Jersey Supreme Court upheld the Appellate Division 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 New Jersey Supreme Court, on March 14, 2014, setting forth a schedule for adoption. COAH approved draft Third Round rules on April 30, 2014. Although ordered by the New Jersey Supreme Court to adopt revised new rules on or before October 22, 2014, COAH deadlocked 3-3 at its October 20<sup>th</sup> meeting and failed to adopt the draft rules. An initial motion to table the rule adoption for 60 days to consider amendments also deadlocked at 3-3 and thus also failed.

### March 2015 New Jersey Supreme Court Decision

The failure of COAH to adopt new regulations in November 2014 as ordered by the New Jersey Supreme Court led FSHC, as the lead plaintiff, to file a Motion In Aid of Litigants' Rights to compel the government to produce constitutional affordable housing regulations. The New Jersey Supreme Court heard oral arguments on the motion on January 6, 2015. Two months later, on March 10, 2015, the Supreme Court issued its ruling entitled In Re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015), which is already being called Mt. Laurel IV as a shorthand for its conclusions.

The decision provided a new direction for the means by which 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 plans from COAH to designated Mount Laurel trial judges. This has meant that municipalities are no longer able to wait for COAH to adopt constitutional Third



Round rules before preparing their own new Third Round housing plans. Municipalities must apply to a Mount Laurel Court, instead of COAH, if they wish to be protected from exclusionary zoning lawsuits. The trial judges, usually with the assistance of an appointed Special Master to the Court – as is the case with Upper Deerfield – have been reviewing municipal plans much in the same manner as COAH previously did. Those municipalities whose plans are approved by the Court will receive a Judgment of Compliance and Repeal, the Court-equivalent of COAH’s substantive certification. As noted, Upper Deerfield filed its Declaratory Judgment action on January 2, 2017 and seeks this result from the Court.

The New Jersey Supreme Court indicated in its ruling that housing plans are to be drawn up using similar rules as to those in place during the Second Round as well as Third Round housing compliance mechanisms that the justices found constitutional, such as smart growth and redevelopment bonuses. This housing plan has been drafted in conformance with the Supreme Court’s direction.

### **January 2017 New Jersey Supreme Court Decision**

On January 17, 2017, the New Jersey Supreme Court issued its decision In Re Declaratory Judgment Actions Filed by Various Municipalities, County of Ocean, Pursuant to The Supreme Court’s Decision in In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1(2015). The Supreme Court found that the “gap period,” defined as the period between the end of the Second Round in 1999 and 2015, generates a new construction affordable housing obligation. The decision requires an expanded definition of the municipal present need obligation beyond its present meaning as the rehabilitation share to include low and moderate income households formed during the gap period that are entitled to their delayed opportunity to seek affordable housing. Present need, or the rehabilitation share, has historically been an estimate of low and moderate income households living in substandard housing at the beginning of an affordable housing round.

Accordingly, the municipal affordable housing obligation is now composed of the following four components: Present Need or Rehabilitation Share, Prior Round (new construction 1987-1999), “gap” present need (new construction 1999 to 2015) and prospective need (new construction in the Third Round from 2015 to 2025).

## UPPER DEERFIELD'S AFFORDABLE HOUSING HISTORY

Beginning in 1998, Upper Deerfield was a defendant in a matter entitled Hollyview Development Corporation I v. Township of Upper Deerfield, under docket number L-1586-98 (hereinafter “Hollyview”) which sought a judicial determination that Upper Deerfield Township had not met its Mount Laurel obligation. During the course of the Hollyview case, the trial court on March 2, 2002 entered a Case Management Order which, among other things, “barred and enjoined” any additional Mount Laurel litigation against the Township “until further Order of the Court”.

On April 4, 2015, the trial court granted the Township’s cross motion for summary judgement in the Hollyview case which dismissed the matter against the Township. The court held that Upper Deerfield had complied with the “Mount Laurel Doctrine” and met its obligation second and third round affordable housing obligations. The Hollyview plaintiff then filed an appeal with the Appellate Division of Superior Court.

On December 14, 2016, the Appellate Division rendered its decision on the appeal and held that the Township’s construction of 285<sup>7</sup> income restricted units satisfied and exceeded its second-round obligation of 242 units, that Upper Deerfield had no unmet prior round obligation, and that the Township may be entitled to additional rental housing bonuses or credits. The Appellate Division found, however that the trial court erred in granting third round certification to the Township. The matter was remanded to the trial court to determine if the Township complied with the third round obligation entitling it to the judgment of repose granted in April of 2014.

On December 19, 2016, the trial court entered a final order pursuant to the Appellate Division decision. That order entered the final dismissal of the exclusionary zoning and builder’s remedy suit filed by Hollyview; confirmed Upper Deerfield’s compliance with its second round affordable housing obligations by having provided 285 affordable housing units in satisfaction of 242 affordable housing unit obligation with the potential for additional carry forward credits for rental bonuses; and granted Upper Deerfield temporary immunity from Mount Laurel litigation for a 45-day period within which to file a Declaratory Judgement seeking a judgment of compliance and repose.

On January 2, 2017, in light of the Hollyview decision, and in accordance with Mount Laurel IV, Upper Deerfield petitioned to the Superior Court for declaratory Judgment of Compliance and Repose and temporary immunity from builder’s remedy suits and that the Township is meeting its rehabilitation obligation, has fully satisfied its Prior

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7 - While the Appellate Division had approved the development of 285 affordable housing units on the Countryside Village site, only 283-units were actually built during the three phases of development (the last phase was modified to have two fewer units because of site conditions).

Round obligation and will also meet its third round obligation, or same is determined by the Court.

Shortly after the decision, the Township began reviewing its previous housing activities, zoning, affordable housing trust fund and the means to address its third round obligations. Since the March 2015 NJ Supreme Court decision recognized Fair Share Housing Center (“FSHC”) as an interested party in every Mount Laurel proceeding before the courts, the organization has sought to reach settlement agreements with individual municipalities. The agreements, however, come with certain significant stipulations but over time they have been the defacto standard for meeting the affordable obligations of municipalities. After protracted negotiation, Upper Deerfield’s Township Committee came to terms with FSHC, signing a settlement agreement dated October 23, 2018.

As noted previously, on January 7, 2019, the Hon. Anne McDonnell, J.S.C., heard various witnesses and other testimony that conclusively demonstrated that the municipality’s affordable housing proposal was fair to the low and moderate income citizens of the state. An order approving the settlement agreement was entered on January 22, 2019 and has led to the creation of this document to comply with the order.

#### **AFFORDABILITY REQUIREMENTS**

Affordable housing is defined under New Jersey’s Fair Housing Act as a dwelling, for either sale or rent that is within the financial means of households of low or moderate income as income is measured within each housing region. Upper Deerfield is in COAH’s Region 6, which includes Atlantic, Cape May, Cumberland, and Salem Counties. Moderate income households are those earning between 50% and 80% of the regional median income. Low-income households are those with annual incomes that are between 30% and 50% of the regional median income. As noted above, in 2008 the NJ Legislature created an additional sub-category of low income – very-low income – that has been defined as households earning 30% or less of the regional median income.

The Uniform Housing Affordability Controls (UHAC) at *N.J.A.C. 5:80-26.3(d)* and *(e)*, sets out income limits, maximum rents and maximum sales prices for dwellings to be considered affordable to households. For example, the maximum rent must be affordable to households that earn no more than 60% of the median income for the region and the average rent must be affordable to households earning no more than 52% of the median income. The maximum sale prices for affordable units must be affordable to households that earn no more than 70% of the median income and the average sale price must be affordable to a household that earns no more than 55% of the median income.

The regional median income has historically been defined by COAH using the U. S. Department of Housing and Urban Development (“HUD”) income limits on an annual basis. In the spring of each year HUD releases updated regional income limits which COAH has historically allocated to its regions<sup>8</sup>. It is from these income limits that the rents and sale prices for affordable units have been derived. COAH last published regional income limits in 2014. In April 2018, the Affordable Housing Professionals of NJ and FSHC released income limits for 2018, which are shown for Housing Region 6 in Table 1, below. These tables have been approved in other Mt. Laurel matters. The Township will request that the Court approve of the use of 2018 income limits and future annual updates of income limits as part of a consent order between the Township and FSHC or simply as part of the Court’s granting of a Third Round Judgment of Compliance and Repose. The sample rents and sale prices shown in Tables 2 and 3, below, are gross figures and do not account for the specified utility allowance.

**Table 1. Sample 2018 Income Limits for Region 6**

Household Income Levels	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household
Moderate	\$40,868	\$46,706	\$52,545	\$58,383	\$63,054
Low	\$25,543	\$29,192	\$32,840	\$36,489	\$39,409
Very Low	\$15,326	\$17,515	\$19,704	\$21,894	\$23,645

Source: AHPNJ 2018 Affordable Housing Regional Income Limits by Household Size; April 2018

**Table 2. Illustrative 2018 Rent Prices for Region 6**

Household Income Levels (% of Median Income)	1 Bedroom Unit Rent	2 Bedroom Unit Rent	3 Bedroom Unit Rent
Moderate (60% of Median)	\$821	\$985	\$1,138
Low (50% of Median)	\$684	\$821	\$949
Very Low (30% of Median)	\$411	\$493	\$569

Source: Calculations based on AHPNJ 2018 Affordable Housing Regional Income Limits by Household Size; April 2018

**Table 3. Illustrative 2018 Affordable Sales Prices for Region 6**

Household Income Levels (% of Median Income)	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate (70% of Median)	\$105,769	\$126,923	\$146,667
Low (50% of Median)	\$88,141	\$105,769	\$122,222
Very Low (30% of Median)	\$52,885	\$63,461	\$73,333

Source: Calculations based on AHPNJ 2018 Affordable Housing Regional Income Limits by Household Size; April 2018

<sup>8</sup> - Future Annual Income Limits may be published by the Courts or another entity with relevant jurisdiction.



## HOUSING ELEMENT AND FAIR SHARE REQUIREMENTS

In accordance with the Municipal Land Use Law (*N.J.S.A. 40:55D-1, et seq.*), a municipal Master Plan must include a housing plan element as the foundation for the municipal zoning ordinance (see *N.J.S.A. 40:55D-28.b(3)*). Pursuant to the Fair Housing Act (*N.J.S.A. 52:27D-301 et seq.*), a municipality's housing element must be designed to provide access to affordable housing to meet present and prospective housing needs, with particular attention to low and moderate income housing. Specifically, *N.J.S.A. 52:27D-310* requires that the housing plan element contain at least the following:

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

## HOUSING CONDITIONS

Upper Deerfield's housing stock consists predominantly of single-family detached units (84.9%). Other consolidated categories include 5.5% of the housing stock that consists of townhouse or duplexes and 13.2% are apartments. The Township's rental units comprise approximately 24.2% of all occupied units, a lower percentage than the State (31.9%) or County (32.6%). The Township's percentage of renter-occupied single family detached, single family attached (townhouses) and two-family houses (twins and

duplexes) (60.6%) is far greater than that of the County and the State (39.3% to 21.0%, respectively).

**Table 4. Housing Units in Structure and Tenure of Occupant, 2017**

Number of Units	Owner Occupied	Percent of Total	Renter Occupied	Percent of Total	Vacant	Total
1, Detached	1,979	70.1%	281	1.0%	135	2,395
1, Attached	24	0.8%	132	4.7%	0	156
2	0	0.0%	0	0.0%	-	0
3 or 4	0	0.0%	105	3.7%	0	105
5 to 9	0	0.0%	77	2.7%	0	77
10 or more	0	0.0%	87	3.1%	0	87
Other	0	0.0%	0	0.0%	-	0
<b>Total</b>	<b>2,003</b>	<b>71.0%</b>	<b>682</b>	<b>24.2%</b>	<b>135</b>	<b>2,820</b>

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Approximately 27.8% of Upper Deerfield’s current housing stock was constructed prior to 1960, which can be an indicator of sub-standard housing, but is not in this instance. Upper Deerfield’s housing stock is young in comparison to County figures and the State percentage (not shown).

**Table 5. Housing Units by Age, 2017**

Year Built	Number	Percent	Owner	Renter	Vacant
1939 or earlier	355	12.6%	266	89	0
1940 to 1959	764	27.1%	549	168	47
1960 to 1979	561	19.9%	515	16	30
1980 to 1999	554	19.6%	417	79	58
2000 to 2009	586	20.8%	256	330	0
2010 to 2013	0	0.0%	-	-	-
2014 or later	0	0.0%	-	-	-
<b>Total</b>	<b>2,820</b>	<b>100%</b>	<b>2,003</b>	<b>682</b>	<b>135</b>

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

In Upper Deerfield, 57.6% of all housing units have six or more rooms and the largest category, 9+ rooms, makes up approximately 14.6% of all dwellings. When compared to both Cumberland County and the State, Table 6. Number of Rooms per Housing Unit, 2016, illustrates that house sizes measured by the number of rooms in Upper Deerfield exceed both the State and County median number of rooms (5.7 rooms and 5.7 rooms, respectively).

**Table 6. Number of Rooms per Housing Unit, 2017**

Rooms	Number of Units	Percent of Total
1	0	0.0%
2	17	0.6%
3	125	4.4%
4	356	12.6%
5	697	24.7%
6	560	19.9%
7	460	16.3%
8	192	6.8%
9+	413	14.6%
<b>Total</b>	<b>2,820</b>	<b>100%</b>
<b>Median</b>	<b>5.9 Rooms</b>	

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

In Upper Deerfield, houses typically contain two or three bedrooms, with 74.3% of all units with one or the other count. The breakdown of housing units by number of bedrooms is consistent with that of Cumberland County and the State. This appears to indicate that houses in Upper Deerfield are in line with those of the County and State, and are trending smaller on average.

**Table 7. Number of Bedrooms per Housing Unit, 2017**

Bedrooms	Number of Units	Percent of Total
Efficiency	17	0.6%
1	155	5.5%
2	690	24.5%
3	1,405	49.8%
4	460	16.3%
5+	93	3.3%
<b>Total</b>	<b>2,820</b>	<b>100%</b>

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

**Table 8. Value of Owner-Occupied Housing Units, 2000 and 2017**

Housing Unit Value	2000	Percent	2017	Percent
Less than \$50,000	47	2.3%	74	3.7%
\$50,000 to \$99,999	101	4.9%	231	11.5%
\$100,000 to \$149,999	450	22.0%	344	17.2%
\$150,000 to \$199,999	449	21.9%	401	20.0%
\$200,000 to \$299,999	690	33.7%	692	34.5%
\$300,000 to \$499,999	231	11.3%	200	10.0%
\$500,000 to \$999,999	55	2.7%	0	0.0%
\$1,000,000 or more	25	1.2%	61	3.0%
Total Dwellings	2,048		2,003	
Median (dollars)	\$197,500		\$189,500	

Sources: U.S. Census Bureau, 2006-2010 and 2013-2017 American Community Survey 5-Year Estimates.

Between 2000 and 2017, housing values have lowered substantially. While in 2000, 48.9% of all housing units were valued over \$200,000, overall the median home value between 2000 and 2017 dropped from \$197,500 to \$189,500, a percent change of 4.1%.

Based on COAH’s 2018 Illustrative Sales numbers (see Table 3), approximately 3.7% (74) of 2017 housing may be affordable to very-low income households (depending on the number of rooms in the unit). Meanwhile, 11.9% (231) of units may be affordable to low income households, and an additional 344 units (17.2%) may be affordable to moderate income households (excluding those units affordable to low and very-low income households).

The median rent in Upper Deerfield in 2017 was \$995, compared to \$1,003 across Cumberland County. Approximately 69.7% of rental units in Upper Deerfield rent for between \$500 and \$1,499, with 13.7% of rents in the \$1,500 or higher level. Based on COAH’s 2018 Illustrative Rents (see Table 2), 2,928 units, or 16.6%, may be affordable to very low income renters, depending on the number of bedrooms being rented. Alternatively, 5,859 units (33.2% of rental units) may be affordable to low income renters and 6,446 units (36.5% of rental units) may be affordable to moderate income households, exclusive of those units affordable to lower income groups.



**Table 9. Rent in Upper Deerfield Township and Cumberland County, 2017**

Gross Rent per Month	Units in Upper Deerfield	% of Total	Units in Cumberland County	% of Total
Less than \$500	88	15.0%	2,928	16.6%
\$500 to \$999	208	35.6%	5,859	33.2%
\$1,000 to \$1,499	247	42.2%	6,446	36.5%
\$1,500 to \$1,999	0	0.0%	2,128	12.0%
\$2,000 to \$2,499	0	0.0%	263	1.5%
\$2,500 to \$2,999	0	0.0%	3	0.0%
\$3,000 or more	42	7.2%	42	0.2%
No rent paid	97	-	682	-
Total	585	100.0%	17,669	100.0%
Median Rent	\$995		\$1,003	

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Housing is generally considered affordable if the costs of rents, mortgages, and other essential items consume 28% or less of an owner-occupied household's income or 30% or less of a renter household's income. The homeowner rate is lower to account for the additional home maintenance costs associated with ownership. In Upper Deerfield, 43.1% of all households in occupied units are expending more than 30% of their incomes on housing. For the renter population housing is less affordable where 61.8% of renting households are spending greater than this percentage.

**Table 10: Housing Affordability, Occupied Units, 2017**

Monthly Housing Costs as Percent of Income	Owner-Occupied	% of Total	Renter	% of Total	All Occupied	% of Total
Less than 20 Percent	752	28.0%	133	5.0%	885	33.0%
20 to 29 Percent	515	19.2%	31	1.2%	546	20.3%
30 Percent or More	736	27.4%	421	15.7%	1,157	43.1%
Zero or Negative Income	0	-	0	-	0	-
No Cash Rent	-	-	97	3.6%	97	3.6%
Total	2,003	74.6%	682	25.4%	2,685	100.0%

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

The 2015 American Community Survey found that there were 127 housing units in Upper Deerfield, which were overcrowded (more than one person per room), but none of them were in structures that were built before 1950. There were 43 units that had incomplete kitchen facilities and 549 units, which were 50+ years old. Historically the

conditions mentioned in this paragraph have been indicators of housing deficiency, which are used to determine the number of units requiring rehabilitation.

**Table 11: Indicators of Housing Deficiency, 2015**

Indicator	50+ Years Old	Incomplete Plumbing	Incomplete Kitchen	Crowded or Overcrowded, and Built pre-1950
Number of Units	549	0	43	0

Sources: Table B25050 Tenure by Plumbing Facilities by Occupants per Room by Year Structure Built, ACS 2011-2015; Table B25051: Kitchen Facilities for All Housing Units, ACS 2011-2015; Table B25034 Year Structure Built, ACS 2011-2015. This data was not available for the American Community Survey's 3-Year data set.

**POPULATION CHARACTERISTICS**

Between 1990 and 2010, the Township's population increased by 10%. While the County's growth outpaced that of Upper Deerfield (13.7%) during this period.

**Table 12. Population Change 1990 to 2017, Upper Deerfield and Cumberland County**

Government	1990	2000	2010	2017	% Change 1990-2017
Upper Deerfield	6,927	7,556	7,660	7,523	8.6%
Cumberland	138,053	146,438	156,898	154,952	12.2%

Source: U.S. Census 1990, 2000, 2010; 2013-2017 ACS 5-Year Estimates

Since 2000, age cohorts in Upper Deerfield have had some significant fluctuations. While Upper Deerfield has seen an 8.5% reduction in the number of adults ages 45 to 54, there has been a significant increase (14.8%) in the number of adults ages 60 to 74. The age bracket with the most growth was the 85+ year old age cohort, increasing by 123 persons, or 84.8%, while the 55 to 59-year old age cohort had the most substantial decline (229 persons or -44.1%).

Table 13 indicates that the median age of town residents has declined rapidly from 41.2 years to 36.9 years between 2000 and 2017, respectively. Upper Deerfield's median age is slightly lower than the State median of 39.6 years.

Table 13. Age of Population, 2000 and 2017

Age in Years	Number in 2000	Percent of Total	Number in 2017	Percent of Total	Cohort Change 2000-2017
Under 5	478	6.2%	410	5.4%	-14.2%
5-9	464	6.1%	449	6.0%	-3.2%
10-14	519	6.8%	421	5.6%	-18.9%
15-19	522	6.8%	595	7.9%	14.0%
20-24	439	5.7%	404	5.4%	-8.0%
25-34	831	10.9%	1,182	15.7%	42.2%
35-44	949	12.4%	719	9.6%	-24.2%
45-54	1,126	14.7%	1,030	13.7%	-8.5%
55-59	519	6.8%	290	3.9%	-44.1%
60-64	560	7.3%	578	7.7%	3.2%
65-74	691	9.0%	859	11.4%	19.6%
75-84	417	5.5%	318	4.2%	-23.7%
85+	145	1.9%	268	3.6%	84.8%
Total	7,660	100.0%	7,523	100.0%	-1.9%
Median Age	41.2		36.9		

Source: Census 2000 Summary File 1; U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

## HOUSEHOLD CHARACTERISTICS

A household is defined by the U.S. Census Bureau as those persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be related. By comparison, a family is identified as a group of persons including a householder and one or more persons related by blood, marriage or adoption, all living in the same household. In 2017, there were an estimated 2,685 households in Upper Deerfield with an average of 2.77 people per household. Of the total households, 68.0% were families (1,825 family units). While 66.7% of all families were married couples, 31.3% of family households were female-headed and 1.9% of family households were male headed. Additionally, 89.3% of the 860 non-family households consisted of people living alone.

Table 14. Household Composition, 2017

Household Type	Number of Households	Percent
<b>Family households</b>	1,825	68.0%
Married-couple family	1,218	45.4%
With Children	856	31.9%
With No Children	150	5.6%
Male householder, no spouse present	35	1.3%
Female householder, no spouse present	572	21.3%
<b>Nonfamily households</b>	860	32.0%
Householder living alone	768	28.6%
<b>Total Households</b>	2,685	100.0%

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

### INCOME CHARACTERISTICS

In 2017, the median household income in Upper Deerfield was \$49,724, approximately \$10,203 below the County median. In looking at the income distributions of the Township and County, 6.9% of Upper Deerfield households earn \$150,000 or more while the comparable percentage is 6.7% of County households. On the opposite side of the income spectrum 50.4% of Upper Deerfield households, earn less than \$50,000, while the same is true for 49.9% of County residents. While the County has family and individual poverty rates of 14.3% and 18.8% respectively, Upper Deerfield has poverty rates of 12.4% and 18.0%.

Table 15. Household Income, 2017

Household Income	Households	Percent
Less than \$5,000	16	0.6%
\$5,000-\$9,999	143	5.3%
\$10,000-\$14,999	162	6.0%
\$15,000-\$19,999	161	6.0%
\$20,000-\$24,999	227	8.5%
\$25,000-\$34,999	241	9.0%
\$35,000-\$49,999	404	15.0%
\$50,000-\$74,999	420	15.6%
\$75,000-\$99,999	298	11.1%
\$100,000-\$149,999	427	15.9%
\$150,000 +	186	6.9%
<b>Total</b>	2,685	100.0%

Household Income	Households	Percent
Median Income	\$49,724	

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

**Table 16. Individual and Family Poverty Rates, 2017**

Location	Families	Individuals
Upper Deerfield	12.4%	18.0%
Cumberland County	14.3%	18.8%

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

**EMPLOYMENT CHARACTERISTICS**

The largest employment by sector in the Township, “Educational Services, and Health Care and Social Assistance”, employed 31.0% of all residents in the labor force in 2017. The next largest sectors were “Manufacturing” (13.1%), “Professional, scientific, and management, and administrative and waste management services” (10.4%), and “Retail trade” which also employed 10.1%. Table 17, Employed Residents by Industry Sector, 2017, provides the numerical breakdown.

**Table 17. Employed Residents by Industry Sector, 2017**

Industry	Number	Percent
Agriculture, forestry, fishing and hunting, and mining	0	-
Construction	139	4.5%
Manufacturing	407	13.1%
Wholesale trade	37	1.2%
Retail trade	313	10.1%
Transportation and warehousing, and utilities	108	3.5%
Information	0	-
Finance and insurance, and real estate and rental and leasing	147	4.7%
Professional, scientific, and management, and administrative and waste management services	323	10.4%
Educational services, and health care and social assistance	966	31.0%
Arts, entertainment, and recreation, and accommodation and food services	200	6.4%
Other services, except public administration	183	5.9%
Public administration	291	9.3%
Civilian employed population 16 years and over	3,114	100.0%

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates



While Upper Deerfield’s workforce is spread across a number of industries, more than a quarter (26.2%) of employed residents’ occupations were classified by the U.S. Census Bureau as “Sales and Office” positions in 2017. “Natural Resources, Construction, and Maintenance” was the smallest occupation classification accounting for only 7.6% of the labor force.

**Table 18. Employed Residents by Occupation, 2017**

Occupation	Number	Percent
Management, Business, Science, and Arts	758	24.3%
Service	780	25.0%
Sales and Office	816	26.2%
Natural Resources, Construction, Maintenance	238	7.6%
Production, Transportation, Material Moving	522	16.8%
Total	3,114	100.0%

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

The number of employed residents has gradually decreased coming out of the recession. However, the rate of unemployment has also dropped over recent years from 10.2% in 2010 down to 3.0% in 2017. The comparable rate for the state in 2010 was 7.8% and in 2017 was 6.9%. According to the NJ Dept. of Labor and Workforce Development, as of October 2018, the statewide unemployment rate was 4.1%, reflecting the federal fiscal stimulus of 2017.

**Table 19. Upper Deerfield Change in Employment from 2010-2017**

Year	Labor Force	Employment	Unemployment	Unemployment Rate
2010	3,865	3,470	395	10.2%
2011	3,787	3,489	298	7.9%
2012	3,782	3,475	307	8.1%
2013	3,604	3,315	289	8.0%
2014	3,364	3,134	230	6.8%
2015	3,462	3,235	227	6.6%
2016	3,339	3,177	162	4.9%
2017	3,213	3,114	99	3.0%

Source: U.S. Census Bureau, American Community Survey 5-Year Estimates

The New Jersey Department of Labor tracks covered employment throughout the State, meaning that the job is subject to the costs and benefits of unemployment pay and disability insurance. Covered employment is defined differently from state to state. In New Jersey, covered employment does not include the self-employed, unpaid family



workers, sales workers on commission, most part-time or temporary employees, certain agricultural and in-home domestic workers and some types of agents (there are fifteen exclusions in all). Despite this, covered employment includes the large majority of employed persons in the state. In contrast to Table 19, which is the estimated number of residents of Upper Deerfield that are employed, Table 20 is the estimated number of employees that work in Upper Deerfield. As Table 20, Average Annual Covered Employment, 2017 demonstrates, Upper Deerfield’s share of County employment is 3.9% compared to Upper Deerfield’s share of County population, just 4.9%.

**Table 20. Average Annual Covered Employment, 2017**

Year	Upper Deerfield	Cumberland County
2017	2,484	63,864

Source: New Jersey Department of Labor, Division of Planning and Research, Office of Demographic and Economic Analysis, NJ Covered Employment Trends.

As illustrated in Table 21, Journey to Work, about 71.9% of Upper Deerfield’s employed residents drive alone to work. This percentage is only slightly less than the County as a whole. The next highest category, Carpool, clearly has minimal implications for traffic congestion. Upper Deerfield’s Carpool exceeds that of the County and the State’s rates. However, a much smaller percentage of residents in Upper Deerfield and the County (1.0% and 1.9% respectively) take public transportation compared to the State (11.7%). Cumberland County and Upper Deerfield residents in particular have limited access to transit, which is one of the main factors for its small percentage of commuting trips. Furthermore, the relative affluence of residents also means that private vehicle ownership and use does not represent a significant burden on household budgets; otherwise, one would expect that the Walk to Work category would constitute a higher percentage of trips.

**Table 21. Journey to Work, 2017**

Transportation Mode	Upper Deerfield Township	Cumberland County	New Jersey
Drive Alone	2,239	50,187	3,074,062
Carpool	519	6,267	344,646
Transit	30	1,179	493,428
Walk	44	1,507	128,622
Other	45	1,226	78,727
Work at Home	196	1,032	181,388

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

In Upper Deerfield, 61.5% of households have two or more vehicles, while 4.2% of households have none. Upper Deerfield residents also have, on average, more vehicles per household than in the state or county. See Table 22, Available Vehicles by Household.

**Table 22. Available Vehicles by Household, 2017**

Vehicles per Household	Number	Percent
None	112	4.2%
One	923	34.4%
Two	1,119	41.7%
Three +	531	19.8%

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

The most common commuting destination of employed residents is Bridgeton City. As shown in Table 23, Top Ten Commuting Destinations for Upper Deerfield Residents, with the exception of Philadelphia, all other commuting destinations are located within New Jersey.

**Table 23. Top Ten Commuting Destinations for Upper Deerfield Residents, 2015**

Destination	Jobs	Percent of Workers
Bridgeton City	479	15.9%
Vineland City	393	13.1%
Millville City	150	5.0%
Seabrook Farms CDP	79	2.6%
Fairton CDP	36	1.2%
Salem City	36	1.2%
Philadelphia City, PA	28	0.9%
Glassboro Borough	27	0.9%
Atlantic City	24	0.8%
Camden City	21	0.7%

Source: Source: U.S. Census Bureau, Center for Economic Studies, On The Map Application, 2015 Work Destination Analysis, <http://onthemap.ces.census.gov>

## POPULATION PROJECTIONS

The South Jersey Transportation Planning Organization (SJTPPO), the Metropolitan Planning Organization (MPO) whose jurisdiction includes Upper Deerfield Township as well as the remainder of Cumberland County, published population and



employment projections for the year 2040. SJTPO projects that the Township’s population and employment will increase by 3.3% and 13.6%, respectively, from 2010 to 2040. As Table 24, Population and Employment Projections, 2010 to 2040, on the following page indicates, both employment and population growth are expected to lag behind that of the County as a whole.

**Table 24. Population and Employment Estimates and Projections, 2010 to 2040**

<b>POPULATION</b>					
<b>Upper Deerfield Population 2010</b>	<b>Upper Deerfield Township 2040</b>	<b>Percent Change 2010-2040</b>	<b>Cumberland County 2010</b>	<b>Cumberland County 2040</b>	<b>Percent Change 2010-2040</b>
7,660	7,914	3.3%	156,898	186,178	18.7%
<b>EMPLOYMENT</b>					
<b>Upper Deerfield Employment 2010</b>	<b>Upper Deerfield Township 2040</b>	<b>Percent Change 2010-2040</b>	<b>Cumberland County 2010</b>	<b>Cumberland County 2040</b>	<b>Percent Change 2010-2040</b>
1,898	2,156	13.6%	59,330	71,055	19.8%

Sources: South Jersey Transportation Planning Organization (SJTPO), Regional Transportation Plan 2040; Technical Appendix #1: Demographic Forecast (2012).

This projected population growth is feasible based on the Township’s existing land use patterns and zoning. Employment could increase if the labor force participation rate would increase significantly, but we note that the Upper Deerfield employment number estimated in 2010 by SJTPO likely overstates the number of jobs in Upper Deerfield based on what is known about the level of covered employment (see Table 20).

The Fair Housing Act requires that Housing Plans include a 10-year projection of new housing units based on the number of building permits, development applications approved, and probable developments, as well as other indicators deemed appropriate (N.J.S.A. 52:27D-310.b). In this case, certificates of occupancy issuance are a better gauge of actual development than building permits. Upper Deerfield has had a high level of demolitions, which is an indication of “tear-downs” where smaller houses on desirable lots are removed and larger houses built in their place. Consequently, Table 25 has an additional column of “net new dwellings”.

**Table 25. Residential C.O.'s and Demolition Permits Issued, 2008-2018**

Year	Certificates of Occupancy	Demolitions	Net New Dwellings
2008	6	22	-16
2009	3	7	-4
2010	2	11	-9
2011	7	2	5
2012	1	2	-1
2013	5	8	-3
2014	0	4	-4
2015	1	5	-4
2016	5	3	2
2017	1	2	-1
2018	1	1	0
<b>Total</b>	<b>32</b>	<b>67</b>	<b>-35</b>
<b>Annual Average</b>	<b>2.9</b>	<b>6.1</b>	<b>-3.2</b>

Source: New Jersey Building Permits Yearly and Monthly Data.

The figures in Table 25 show that the distribution of certificate of occupancies is somewhat variable. The trend line has been clear, however, in that the level of growth has tapered off over the past eleven years due to a lack of economic opportunity that drives housing development, available infrastructure and the headwinds from the Great Recession. It is expected that with the affordable housing developments containing both market rate and affordable units, that there will be greater resurgence in the number of building permits and certificates of occupancy issued in the future than what has occurred in the 2008-2018 period of housing development in Upper Deerfield.

**CONSIDERATION OF LAND FOR AFFORDABLE HOUSING**

N.J.A.C. 5:93-5.1(b)6 requires the Housing Plan to include a discussion of the lands that the Township considered for creating affordable housing. Consistent with smart growth planning principles, the township has chosen to intersperse affordable housing throughout the existing residential neighborhoods in the Township and in proximity to transportation corridors such as Route 77.

**SEWER CAPACITY**

Because of the density of development needed to provide affordable housing, the housing sites must be located within a sanitary sewer service area. Both inclusionary

development and 100% affordable development require sewage treatment. The Township's sewer service area is limited to the Route 77 corridor from Northville Road, east until Carmel Road, south until Fern Road and the municipal boundary with Bridgeton, then west along the municipal boundary. A map depicting the sanitary sewer service area is shown in Appendix E. In order to provide sufficient sewer for the capacity of future developed sites, interceptors will need to be run for some distance to connect to existing sewage conveyance facilities, but this condition is not unusual in land development and does not constitute any extraordinary measure that the developers of the inclusionary or 100% developments face.

### **WATER CAPACITY**

In addition to being located within the sanitary sewer service area, all proposed affordable housing developments must fall in areas with sufficient current or attainable water capacity. Although existing water service lines are limited throughout the Township, there is ample capacity for the existing water lines to be expanded for the development of new housing units. At the time of the 1991 Water Master Plan, there were two potable water systems established in Upper Deerfield; Seabrook Water Corporation and the Upper Deerfield Township Water System. The Township had provided the Seabrook Water Corporation a 50-year franchise agreement for their private system providing water to Seabrook Villages, the Township schools and municipal complex, and industrial users. The Township's original water system was constructed around Centerton Road and Woodruff Road due to the Township landfill causing problems in private wells. However, in the 1990's, the Love Lane water plant was constructed and a water main was installed from the Love Lane treatment facility to Centerton Road to take the original water system offline. The two systems worked adequately for a period of time following the water master plan, but in the 2000's, it became apparent that the Seabrook Water Company was failing to maintain its system and was not meeting water quality standards. As the only other purveyor of water in the Township, the NJ Department of Environmental Protection, required Upper Deerfield to purchase Seabrook Water Company in 2007. Through a combination of NJDCA Small Cities Facilities Grants and the Township's own bonding capacity, significant upgrades to the system were made, including water treatment for radionuclides in the Seabrook system as well as at the Love Lane water treatment plant in the original system of the Township. Water is drawn from two public wellheads located along Rt. 77, one in the central part of the Township near Seabrook Village and the other south of the aforementioned Love Lane, cater-corner from the high school. With the upgrades, adequate capacity for the development envisioned in this document is available within the water service area.

## FAIR SHARE PLAN

### UPPER DEERFIELD'S AFFORDABLE HOUSING OBLIGATION

In its March 10, 2015 decision, the NJ Supreme Court directed that the methods of determining municipal allocation in the Third Round were to be substantially similar to the calculations used in the First and Second Round rules. The NJ Supreme Court also upheld certain bonuses and methods that were only instituted during the Third Round, such as the extension of expiring affordability deed restrictions and redevelopment bonuses, among others, that can also be used in crafting a housing element. Consequently, the methods and means of crafting this housing element include both the Second Round rules, the small parts of the Third Round rules found constitutionally compliant by the Court, statutory changes, such as the elimination of the use of regional contributions agreements, and the terms and conditions of the Township's Settlement Agreement with FSHC.

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 Present Need or Rehabilitation Obligation to improve substandard housing occupied by the target population, 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 element, the Gap Period Present Need and Prospective Need will be collectively known 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 Upper Deerfield that are occupied by low- and moderate-income households. Existing substandard affordable housing demand is defined in the Second Round rules as the sum of the "indigenous need" and the "reallocated present need". This total is called the "present need" in the Second Round rules. However, the formula was modified by COAH in the third round to remove reallocated present need and found by the Appellate Court to be an appropriate decision by the state agency on October 8, 2010<sup>9</sup>. Reallocated present need was the reassignment of units where excess indigenous need in one municipality is shifted to other municipalities where their need was lower than the regional average. In this document, the present need is called the Rehabilitation Obligation, which has been the

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<sup>9</sup> - 416 N.J. Super. 462, (App. Div. 2010)

more common usage in the Third Round. The Settlement Agreement with FSHC sets the Township's Third Round Rehabilitation Obligation at **31 units**.

### **Prior Round**

The cumulative affordable housing obligation is called the "prior cycle fair share" in the Second Round rules and it represents the new construction component of the First and Second Rounds together. However, this term tends to be confused with "prior cycle credits" which are credits granted by COAH for affordable housing from the early 1980's. Consequently, in this document it will be called the Prior Round Obligation that occurs in the 1987-1999 time period. The Settlement Agreement with Fair Share Housing Center utilized COAH's calculations of the municipal obligation in the Second Round to assign the Township a new construction obligation of **242 units**. This number was confirmed for Upper Deerfield by the trial and appellate levels in the Hollyview decision.

### **Third Round Obligation: Prospective Need**

The estimated demand for affordable housing includes the "gap" portion of the Third Round that has already passed by (1999-2015), as well as a projection 10 years into the future starting in July 2015 (2015-2025). The 10-year period is derived from the Fair Housing Act that, when amended in 2001, set the rounds for this length of time (*N.J.S.A. 52:27D-310*) where formerly the time period was six years.

The Township's 2018 Settlement Agreement with FSHC sets Upper Deerfield's Third Round obligation (1999-2025) at **280 units**.

### **Settlement Agreement**

In the FSHC agreement, the Township's Rehabilitation Share, Prior Round obligation, and Third Round obligation have been agreed to by the parties. The Third Round obligation includes both the Gap Present Need and Prospective Need allocations. The FSHC agreement as approved by the Court is attached as Appendix A. At a fairness hearing on the settlement agreements held on January 7, 2019 before Judge McDonnell and reflected in the Court's Order on Fairness and Preliminary Compliance Hearing of January 22, 2019 (see Appendix B), Upper Deerfield's obligation is as follows:

**Table 26. Upper Deerfield’s Affordable Housing Allocation, Third Round Summary**

Affordable Housing Component	Settlement Number
Rehabilitation Share	31
Prior Round Obligation	242
Third Round Obligation	280
Total	553

Source: Township Settlement Agreement with Fair Share Housing Center, October 23, 2018

While the courts have yet to set municipal fair share obligations for the entire region, Upper Deerfield can move forward by virtue of the Court-approved Settlement Agreement, which establishes the Township’s affordable housing obligation.

Additionally, as indicated in the Settlement Agreement with FSHC, should the Third Round obligation of 280 units be reduced beyond 10% (to 252 or less) by a court of competent jurisdiction or an administrative agency responsible for implementing the FHA, the Township reserves the right to apply any surplus Third Round credits towards future fair share obligations. Despite any such reduction in the Township’s obligation, Upper Deerfield will implement all mechanisms outlined in this housing plan to address its affordable housing obligations.

**SATISFYING UPPER DEERFIELD’S OBLIGATIONS**

**Rehabilitation Obligation**

Upper Deerfield has met its rehabilitation obligation of 31 units. Since April 1, 2010, the municipal program has rehabilitated over 64 housing units at an average hard cost of \$17,576 per household. In the Order issued in January 2019, Judge McDonnell accepted the beginning date of April 1, 2010 for counting rehabilitation credits towards the rehabilitation obligation. The Township has received over \$1.2 million in Small Cities Home Rehabilitation Program grants since 2003, with the exception of 2014, and just received funding for 2019. The Township also has a Revolving Rehabilitation Fund from rehabilitation grants paid back to the Township when units are sold to new buyers. Notwithstanding having met the 31-unit rehabilitation obligation, to the extent that Small Cities funding continues to be available during the Third Round, the Township will continue to operate its local housing rehabilitation program. It finds that the need for rehabilitation is greater than the number determined through the affordable housing formula. A table listing the contract number, address, block and lot, amount spent, any change order amount, date of completion and the deficiencies addressed is located in Appendix C.

### Prior Round Obligation

Upper Deerfield's Prior Round obligation was set by judicial decision on December 14, 2016 in the case *Hollyview Development Corporation I v. Twp. of Upper Deerfield, the Twp. Committee of the Twp. of Upper Deerfield and the Planning Board of the Twp. of Upper Deerfield* (Docket A-4449-13T2) (see Appendix D). This decision forms the basis for the Prior Round obligation as agreed to by the municipality and FSHC, as well as calculations developed by COAH. The Appellate Court determined that the Prior Round obligation was 242 units/credits and that it had been fully satisfied by the development of Countryside Village, a low income housing tax credit program project built in three phases in 2007-2008. Upper Deerfield fully satisfies this obligation with a combination of built family affordable rentals and prior round rental bonus credits.

The 242-unit Prior Round obligation is addressed by the use of 181 existing family affordable rental units and 61 prior round rental bonus credits. The calculation of the components of the Prior Round obligation takes into account that a rental unit available to the general public receives one rental bonus up to the minimum number of the Prior Round rental obligation. In addition, an age-restricted rental unit receives a 0.33 rental bonus, but no more than 50% of the rental obligation is eligible to receive a bonus for age-restricted rental units. However, the municipality does not propose any senior rental bonuses in this round.

In Table 27 are the calculations using these parameters:

#### **Table 27. Upper Deerfield Prior Round Formulas for Minimum Rental and Senior Units**

##### Minimum Rental = 61 units

$$\begin{aligned} &.25 (\text{prior round obligation} - 20\% \text{ cap} - 1000 \text{ unit cap}) = \\ &.25 (242 - 0 - 0) = .25 (242) = 60.5 \text{ rounded up to } 61 \text{ units.} \end{aligned}$$

##### Maximum Rental Bonus = 61 units

$$\text{No more than the minimum rental obligation} = 60.5 \text{ units, rounded up to } 61 \text{ units}$$

##### Maximum Senior Units = 60 Units

$$\begin{aligned} &.25 (\text{prior round obligation}) = \\ &.25 (242) = 60.5 \text{ units, rounded down to } 60 \text{ units} \end{aligned}$$

The Prior Round units in Countryside Village consist of 91 low or very low income units, and 90 moderate family units. The original plans for Countryside Village had a total of 285-units to be developed in three phases, however only 283 units were built on site between 2006 and 2008 (two units were eliminated in the final phase due to site constraints). The development of this new neighborhood was mostly funded through the New Jersey Housing and Mortgage Finance Agency's Low Income Housing Tax credit (LIHTC) program.

Under the LIHTC program developer/participants typically set rents at 60% or less of median income. While the developer may elect a lower threshold of 50%, this is rarely done and, in this case, Vesta Corporation, the owner of the project, elected the standard 60% limitation. Technically, this means that all of the rents could be set at a moderate income level instead of ensuring that at least 50% of the units are occupied by low-income households (which also encompasses very-low income households). Additionally, while the total 283-units were priced for moderate-income households, FSHC and the Township have agreed that these units satisfy the Prior Round obligation due to the following facts and conditions.

At the time of the Settlement Agreement, 100 of the 283-units were occupied by low- or very low-income households paying low- or very low-income rents with the assistance of various subsidy programs. The Township has agreed to provide FSHC with an annual update on the rent levels and corresponding income levels throughout the entirety of the Third Round, or until July 1, 2025. The balance of 102-units not contributing to the Prior Round obligation will be utilized to address the Township's Third Round and future share obligations and will be discussed in further detail in the following section. Secondly, the housing regions used in the LIHTC program, unlike the COAH housing regions, customizes the income limits to the needs of the county and not the region. The annual income limits used in the LIHTC program for moderate-income households in Cumberland County is \$5,000 less than any other county in New Jersey. As such, the rents charged for housing units in Countryside Village are closer to that of COAH's maximum low income rent limits for Region 6, than for moderate income households elsewhere in the region. Third, the Township agreed within the Settlement to provide an excess of very low- and low- income units through their prospective need compliance mechanisms to address the required 50/50 income split for low and moderate units in a municipal plan over the course of the Third Round. The number of additional low income units to achieve the minimum 50% low dictum requires that the affordable housing regulations stipulate a minimum of 53% low and moderate income inclusionary units to make up the difference from the potential for Countryside Village to have an overabundance of moderate income units.

The map of the [Affordable Housing Sites](#), Appendix E, identifies all of the affordable housing sites discussed in the Third Round Housing Plan. In addition to this map, Table 28 provides a summary of the developments included to address the entirety of the Township's Prior Round obligation.



**Table 28. Satisfaction of the Prior Round Obligation**

Prior Round – 242 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs	Year Occupied
Municipally Sponsored 100% Affordable Housing						
Countryside Village	181	61	181	0	0	2008
Subtotal	181	61	181	-	-	
<b>Total Units and Credits</b>	<b>242</b>					

**THIRD ROUND PROSPECTIVE NEED**

As previously indicated, the Township’s court-approved Settlement Agreement with FSHC established a 280-unit Third Round Obligation. This housing plan provides additional mechanisms to address the prospective need in the following sections.

**Formulas Applicable to the Third Round**

As with its satisfaction of the Prior Round obligation, the Township must also adhere to a minimum rental obligation, a maximum number of age-restricted units, and a maximum number of bonuses in the Third Round (based on Second Round rules). Further, the Township must adhere to a minimum number of very-low income units pursuant to the 2008 amended FHA as well as other requirements such as minimum number of family units, family rental units, and family very-low income units pursuant to the terms of the Settlement Agreement.

The calculations are based on the Third Round Prospective Need obligation of 280 units. Table 29 contains the formulas used to determine the various components of Upper Deerfield’s Third Round affordable housing obligation, as indicated below.

**Table 29. Formulas Applicable to the Third Round Obligation**

Minimum Rental Obligation N.J.A.C. 5:93-5.15(a) = 70 units

.25 (Third Round obligation) = units

.25 (280) = 70 units

Minimum Family Rental Units = 35 units

.50 (Third Round minimum rental obligation) =

.50 (70) = 35 units

Maximum Senior Units N.J.A.C. 5:93-5.14(a)1 = 70 units

.25 (Third Round obligation) = units

.25 (280) = 70 units

Minimum Very Low Income Units (P.L. 2008, Ch. 46) = 22 units

.13 (affordable units constructed or to be constructed after July 17, 2008) =  
.13 (169) = 21.97 units, rounded up to 22 units

Minimum Very Low Family Rental Units = 11 units

.50 (very low income units) =  
.50 (22) = 11 units

Minimum Total Family Units = 105 units

.50 (Third Round obligation – rental bonuses) =  
.50 (280-70) = .50(210) = 105 units

Additionally, with respect to rental bonuses, the housing plan abides by the following limitations from the Second Round rules:

- A rental unit available to the general public receives one rental bonus; and
- An age-restricted rental unit receives a 0.33 rental bonus, but no more than 50% of the rental obligation shall receive a bonus for age-restricted rental units.

The minimum rental obligation is satisfied with group homes, Countryside Village, Bristol Ponds, and Seabrook East for 84 units. The family rental obligation is satisfied with these same projects less the group homes for 74 units. The housing plan proposes no more than 70 senior units, the maximum permitted. Special needs housing will be addressed through 11 bedrooms: 7 units from the Devereux Foundation and 4 units on Oak Hill Drive. The minimum very low income requirements will be met with 11 bedrooms from group homes, 5 from Bristol Ponds, one from Seabrook East, 8 from Stone Bridge Run and 9 from Town Center for a total of 34 units.

**Satisfaction of the Third Round Prospective Need**

The Township will fully address its 280-unit Third Round obligation with 11 units of special needs and supportive housing, 31 units from proposed 100% affordable housing sites, 169 units from inclusionary development, and 70 rental bonuses.

**Table 30. Satisfaction of the Third Round Prospective Need Obligation**

Third Round RDP – 280 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs
<b>Special Needs Housing</b>					
Devereux Foundation Group Homes (2)	7	0			7
Scioto Properties	4	0			4
Subtotal	11	0			11
<b>100% Funded Affordable Housing (Existing)</b>					
Countryside Village	31	31	31		
Subtotal	31	31	31		
<b>Inclusionary Development (Proposed, Developer’s Agreement, Redevelopment Plan, or Rezoning)</b>					
Bristol Ponds	36	36	36		
Seabrook East	7	3	7		
Stone Bridge Run	56				
Town Center	70			70	
Subtotal	169	39	43	70	11
Subtotals	211	70	74	70	
<b>Total Units and Credits</b>	<b>281</b>				

Upper Deerfield meets its required minimum rental unit obligation of 70 units with 74 rental units proposed and these units will also satisfy the 35 required family rental units. The 74 units from the Bristol Ponds, Seabrook East, and Countryside Village developments are family rental units. For total family units, both rental and for-sale, the housing plan meets the 105-unit requirement with the 130 total family units. The Township proposes no more than 70 senior units, the permissible limit, from the Town Center inclusionary project. Although the Town Center development will construct 81 affordable senior housing units, only 70-units will contribute towards the Third Round obligation.

Each of the components of the Third Round affordable housing obligation is described below.

## Supportive & Special Needs Housing

### *Devereux Foundation Group Homes*

The Devereux Foundation operates two group homes for the developmentally disabled, 28 Park Avenue located at Block 1708, Lot 9.01 and 50 Roberts Avenue located at Block 1803, Lot 6. The group home at 28 Park Drive will have 4 bedrooms and the group home at 50 Roberts Avenue will have 3 bedrooms, for a total of 7 credits. The Devereux Foundation takes in residents from the NJ Division of Developmentally Disabled waiting list. Information regarding these two group homes is found in Appendix H.

### *Scioto Properties Group Home*

Scioto Properties, LLC, is an experienced provider of special needs units operating a four-bedroom special needs facility in the Township located at Block 1501, Lot 18, or 6 Oak Hill Drive. The Scioto Properties group home has been constructed and operating since December, 2013. The group home is licensed for four residents, all of whom qualify as very low income residents. Information regarding this group home can be found in Appendix H.

## Municipally Sponsored 100% Affordable Housing

### *Countryside Village*

As previously noted, Countryside Village is a 283-unit, two-story development located just to the north of the municipal complex and adjacent to the Elizabeth Moore School (grades 4-5), which is the south end of an educational complex which also includes the Charles Seabrook School (grades pre-K to 3) and the Woodruff School (grades 6-8). Countryside Village previously contained a collection of fifty-seven one-story buildings originally constructed by Seabrook Associates to house its workers. These workers were recruited to work at Seabrook Farms, one of the earliest purveyors of frozen vegetables. The Township joined with a developer in applying for funds from the New Jersey Housing and Mortgage Finance Agency. The Township also granted the necessary variances and land use approvals. As a result, the existing units were demolished and replaced with newly constructed housing between 2006 and 2008. Although the new development reduced the total number of units to 283, the total number of bedrooms remained the same. The units were income restricted for thirty years.

COAH's Second Round rules at N.J.A.C. 5:93-5.5 "Municipally Sponsored Construction and Gut Rehabilitation" are addressed as follows:

- Site Control – Vesta-Seabrook Urban Renewal, LLC, is the owner of the land and Vesta Management Corporation is the building owner, manager and project administrator.

- Site Suitability – The project received use variance and site plan approvals from the zoning board and building permits to construct the development. Accordingly, the site meets COAH’s site suitability requirements at *N.J.A.C. 5:97-3.13* “Suitable Site”.
- Administrative Entity – Vesta Management Corp. is an experienced affordable housing provider that has administered affordable housing units in accordance with both U.S. Housing and Urban Development regulations as well as those promulgated by the NJ Council on Affordable Housing. Vesta currently administers this development in accordance with COAH’s regulations, except as noted previously. Additionally, Vesta is committed to affirmatively marketing these units, income qualifying applicants, and providing long-term administration of the units in accordance with UHAC per *N.J.A.C. 5:80-26.1*.
- Very Low, Low and Moderate Income Distribution. At least 100 units are rented to low- and very low-income tenants paying low income rents as explained on page 30.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Controls on Affordability – The units are restricted to low and moderate income households for a period of 30 years, or until 2036-2038.
- Bedroom Distribution. The distribution of the number of bedrooms followed LIHTC program requirements.
- Funding – Countryside Village was primarily funded through the New Jersey Housing and Mortgage Finance Agency’s Low Income Housing Tax Credit (LIHTC) program, but other sources of revenue were also obtained.

### **Inclusionary Developments**

An inclusionary development is a development containing low- and moderate-income units among dwellings that have no income restriction, commonly called “market rate” housing. *N.J.A.C. 5:93-1* requires a minimum of 20% of dwellings to be affordable in for-sale developments and a minimum of 15% of dwellings to be affordable in rental developments. Inclusionary development may also be part of a mixed-use development where commercial and residential development is contained in one building or structure, though this building type is not proposed in Upper Deerfield.

### ***Bristol Ponds***

The Bristol Ponds site (Block 1901, Lots 8, 15, 15.02, 15.03, and 16) is located on Cornwell Drive and consists of approximately 52.83 acres. The site contains the former Bridgeton Welding and Spring Works facility near the road, successional fields and

woodlands. It is located in both the Business (B3) District and the Residential (R3) District; however, the redevelopment plan will supersede this zoning. The southern portion of the property contains a riparian zone, freshwater wetlands, and freshwater wetland transition areas associated with Stone Bridge Run. The developable area of the site, based on NJDEP mapping, is about 39.6 acres. The site is bound by the Bridgeton Inspection Station, a fitness center and woodlands to the north, retail and commercial uses to the east; Stone Bridge Run, a rail line, single-family dwellings, and commercial uses to the south; and a fire house, a rail line, woodlands, and single-family dwellings to the west. The site is located in Planning Area 1 (PA1) of the State Plan.

On October 11, 2005, the Planning Board approved an amended preliminary and final major site plan approving a 180-unit multi-family apartment complex. In 2018, the owner of the property entered into discussions with the Township about increasing the number of units on the site and determine if the site could be a redevelopment area. After numerous discussions, the Township Committee, pursuant to Resolution 15-304, authorized the Planning Board to undertake a preliminary investigation to determine if the site was in need of redevelopment. The Planning Board found that the site met one or more of the criteria for being placed in an area in need of redevelopment. On December 14, 2018, the Township Committee formally designated the site as an area in need of redevelopment and memorialized its action in Resolution 15-2018. A redevelopment agreement will be added to Appendix J once it is finalized.

The Redevelopment Plan increases the allowed density to a net density of approximately 11.44 units per acre. The increase in density will allow for a total of 240 non-age restricted family rental apartment units. The developer will be obligated to set aside 15% of the housing units for affordable housing, resulting in the construction of 36 affordable on-site units and, of that number, 5 units will be earmarked for very low income. The Township will designate the owner as the redeveloper and will formalize the arrangement with a redevelopment agreement that sets forth, among other items, the required moderate-, low, and very low-income units within the planned complex, development phasing, adherence to the requirements of the Uniform Affordability Housing Controls (UHAC – *N.J.A.C. 5:80-26 et seq.*) and other aspects of the development.

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

- Site Control (availability). The site has no known title defects or deed restrictions which preclude development of affordable housing. The redeveloper owns the site.
- Suitability. The site has approximately 500 feet of frontage along Cornwell Drive and approximately 1,600 feet on the private drive to the Laurel Plaza commercial

center, to which the site has an easement which will be improved to provide access to the commercial center. The site is adjacent to both residential and commercial uses. Properties directly east and north are predominantly commercial in nature. Single-family residential neighborhoods have been established to the southeast and west of the site. State Route 77 is located to the east of the site. None of these land uses are incompatible with the proposed use of the site.

- 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. The site is located in a “Smart Growth” Planning Area.
- Adequate sewer and water (developability). The site is located in the Township’s public water service area and within the approved sewer service area. Currently both water mains are available for use on Cornwell Drive.
- Approvability. The site can be developed in accordance with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.*
- Environmental Sensitivity. While the site contains wetlands, stream corridors and a flood hazard area, these environmentally sensitive areas are at the south end and will not be disturbed as part of the development. At 39.6 acres more or less, sufficient developable land exists to construct the mixed use development at reasonable net densities.
- Historic Preservation. The development of the site will not affect any known historic or architecturally important sites or districts.

In addition to site suitability, the developer of the affordable housing project will be required to meet the applicable requirements of UHAC, described below:

- Administrative Entity. The Township will require that the residential developer engage an administrative agent, as required by the new Chapter 108. State regulation also requires an agent to administer and affirmatively market the units at the tract, income qualify applicants, place minimum 30-year affordability controls on the units and provide long term administration of the units in accordance with rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Very Low, Low and Moderate Income Distribution. At least 53% of the affordable units developed will be affordable to low income households, with at least 13% affordable to very low income households.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*

- Controls on Affordability. The affordable units will have minimum 30-year affordability controls.
- Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations.
- Funding. As an inclusionary housing project, no outside sources of funding are anticipated. However, this will not preclude, should the Township Committee be amenable, of the redeveloper availing itself of financial tools allowed by the Local Housing and Redevelopment Law.

### *Seabrook East*

Seabrook East is a 28-acre site located along MacArthur Drive consisting of 67 lots, for single-family detached dwellings. MacArthur Drive separates the proposed development and Countryside Village<sup>10</sup>. Early versions of the plan date from the 1970's. The streets have been cut in and utility infrastructure installed. The site is located in the R-1, Residential 1, zoning district. The property is surrounded by agriculture or woodland except to the west where Countryside Village is located.

The site will be developed with 60 family for-sale market units and 7 family affordable rental units (approximately a 10% set-aside). This follows a negotiated developer's agreement with Land Partners of NJ, LLC, the owner of the property. The developer's agreement is in the fair share plan as Appendix I. The setaside is consistent with the existing municipal ordinance that will be replaced with an up-to-date affordable housing ordinance, Chapter 108, as found in Appendix N. The gross density is about 2.4 units per acre.

The 7 affordable dwellings on-site will consist of three moderate, three low-income and one very low income affordable dwellings. At the time of this plan's development, negotiations with the developer may result in construction of affordable units off-site. Should affordable housing be negotiated to be developed at an off-site location, a minimum of 8 affordable family rental units will be required, including one very low-income affordable unit. The target neighborhood is Seabrook Village, west of the site and adjacent to the west side of Rt. 77 for any off-site construction of affordable housing. Seabrook Village has been the focus of much of the Township's rehabilitation program and has been affected by a large number of foreclosures. The Village was constructed by Seabrook Farms to provide housing for its workers and consists of modest, Cape Cod style single-family detached dwellings. Should the developer take this route, each unit will be acquired, gutted, all of the mechanical systems will be replaced and rebuilt. The dwellings will be held by a separate entity established to own and manage the units as rental dwellings. The developer has expressed interest in

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<sup>10</sup> - Block 818, Lots 1-6; Block 819, Lots 1-7; Block 820, Lots 1-31; and Block 821, Lots 1-25.



reconstructing more dwellings than the 8 identified here, but is not required for the housing plan.

As required 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, this site meets these criteria.

- Site Control (availability). The site has no known title defects or deed restrictions which preclude development of affordable housing.
- Suitability. The proposed area for development is situated alongside existing R-2 residential development to the west along MacArthur Drive. The remainder of the property is surrounded by soccer fields, agriculture, and vegetated land uses zoned within the R-1 district. These surrounding properties provide complementary land uses in relation to the proposed housing development.
- 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. The site is located in a “Smart Growth” Planning Area. The adopted 2001 State Plan designates the site as being located in the Suburban Planning Area, PA 2.
- Adequate sewer and water (developability). The site is located in the Township’s public water service area and within the approved sewer service area. Utilities are located in Countryside Village, Rt. 77 and next to the municipal building, a short distance to the south. Water and sewer mains are already in place in the Seabrook East development and have been tested for suitability.
- Approvability. Development of the site will be consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* The development is not within jurisdiction of a Regional Planning Agency or CAFRA.
- The site will comply with all applicable environmental regulations. The site does not contain any environmental constraints.
- The development of the site will not affect any known historic or archaeological resources.

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

- Administrative Entity. The Township will require that the residential developer engage a qualified administrative agent who will administer and affirmatively market the units at the site, income qualify applicants, place minimum 30-year

affordability controls on the units and provide long term administration of the units in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and UHAC per *N.J.A.C. 5:80-26.1*.

- Very Low, Low and Moderate Income Distribution. At least half of the affordable units developed will be affordable to low income households, with at least 13% affordable to very low income households.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Controls on Affordability. The affordable units will have minimum 30-year affordability controls.
- Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations.
- Funding. As an inclusionary housing project, there is no expectation that outside sources of funding will be needed.

### ***Stone Bridge Run***

The Stone Bridge Run property is located along the Township's southern boundary of the with City of Bridgeton in the R-3 residential district and consists of 59.57 acres<sup>11</sup>. The original developer was granted a preliminary approval in 2007 for 279 townhouses. Subsequently, the property was the subject of extensions under the Permit Extension Act of 2008 as well as typical extensions under the municipal land use law. Nonetheless, the property fell into foreclosure or TD Bank took back a deed in lieu of foreclosure and held the property for three or four years. Subsequent landowners acquired the property in 2017 and sought to extend the approval granted in 2007. Under the original approval, the applicant was required to provide a 10% setaside for affordable housing purposes, or 28 units.

Due to reaching the terms of the settlement agreement with Fair Share Housing Center and amending the setaside ordinance to 20% for-sale housing, the Planning Board granted the extension, but imposed the higher number of affordable units. The imposition of the higher percentage of affordable units was not contested. Consequently, the site will produce 56 affordable townhouse units.

In accordance with the settlement agreement and fairness hearing representations, the Township will re-zone this site to a density of 6 units per acre (the minimum presumed

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<sup>11</sup> - Block 1808, Lots 2, 3, 4, 16, 17 and 19.

density for inclusionary development) which could result in up to 358 townhouses on the site and 72 family for-sale units. The housing plan assumes that the development will be for-sale since that was the representation by the developer when the extension was granted.

As required 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, this site meets these criteria.

- Site Control (availability). The site has no known title defects or deed restrictions which preclude development of affordable housing.
- Suitability. The proposed area for development is situated behind houses fronting on Deerfield Pike and Laurel Heights Drive. Lot 17 abuts the municipal boundary with Bridgeton which is also Stone Bridge Run, a minor waterway. There are single family detached lots that back onto the creek in Bridgeton and front on Chestnut Avenue. These surrounding properties provide complementary land uses in relation to the proposed housing development.
- 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. The site is located in a “Smart Growth” Planning Area. The adopted 2001 State Plan designates the site as being located in the Suburban Planning Area, PA 2.
- Adequate sewer and water (developability). The site is located in the Township’s public water service area and within the approved sewer service area. Utilities are located in Deerfield Pike and Laurel Heights Drive.
- Approvability. Development of the site will be consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* The development is not within jurisdiction of a Regional Planning Agency or CAFRA.
- The site will comply with all applicable environmental regulations. The site has environmentally sensitive lands associated with the creek, but are not extensive and do not preclude reasonable development of the site as evidenced by the Planning Board’s grant of preliminary approval.
- The development of the site will not affect any known historic or archaeological resources.

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

- Administrative Entity. The Township will require that the residential developer engage a qualified administrative agent who will administer and affirmatively market the units at the site, income qualify applicants, place minimum 30-year affordability controls on the units and provide long term administration of the units in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and UHAC per *N.J.A.C. 5:80-26.1*.
- Very Low, Low and Moderate Income Distribution. At least half of the affordable units developed will be affordable to low income households, with at least 13% affordable to very low income households (8 units).
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Controls on Affordability. The affordable units will have minimum 30-year affordability controls.
- Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations.
- Funding. As an inclusionary housing project, there is no expectation that outside sources of funding will be needed.

### *Town Center*

Upper Deerfield established a redevelopment area and redevelopment plan in 2005 encompassing 1,060 acres which were earmarked for three primary types of development: a non-residential Town Center, Office Park, and Eco-Industrial/Agricultural zone. The Town Center portion of the redevelopment area is located west of Rt. 77 to the railroad line and in between Love Lane and Cornwell Drive. The Township has acquired land consisting of Block 1205, Lot 3.02; Block 1207, Lot 3.01 and Block 1208, Lot 1.04 that will serve as a future right-of-way, known as "Big Oak Road Extension", paralleling both the railroad line and Rt. 77 as land develops in the redevelopment district and that serves as a useful demarcation line for designating an area for residential development.

That portion of Block 1208, part of Lot 1 that is between the future right-of-way, the rear property line of Walmart and Maple Avenue, north of Cornwell Drive and south of the southerly property line of Lot 1.05 will be rezoned within the redevelopment plan for senior development. The land is vacant. The presently allowed assisted living center use would also continue as a component of the new district as a complementary use to age-restricted development. Assisted living facilities are required by state licensing regulations to reserve (through the Medicaid waiver process) 10% of the beds for low income individuals that count towards the municipality's affordable housing

obligation and that could be used to address the low and very low component of any development. In addition, one-story quadraplexes would be permitted. These are typically laid out on a quadrant and provide easier internal movements than two-story townhouses for older households.

The area of Lot 1 proposed for inclusionary development would be about 68 acres. It would be rezoned to allow up to 6 units per acre, for a total not to exceed 406 units and 81 affordable senior units. The Township is presently capped at 70 allowed senior credits. The excess credits would be carried into the Fourth Round beginning in 2025.

The Town Center land use category in the redevelopment plan also includes an Entertainment Overlay District. The Entertainment Overlay District will be reduced to a part of Block 1208, Lot 1.02 south of the southern property line of Lot 1.03 – about 28 acres, which will be able to accommodate the allowed uses in the existing overlay district. This land is also vacant.

As required 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, this site meets these criteria.

- Site Control (availability). The site has no known title defects or deed restrictions which preclude development of affordable housing.
- Suitability. The Township recently rezoned a portion of the Professional Office designation south of Love Lane as a portion of the Town Center following the 2018 Master Plan Reexamination’s recommendation. As a result, the Town Center area now has access to Cornwell Drive, Maple Avenue, Northwest Drive, Love Lane, and the 60-foot paper street running through the parcel from Cornwell Drive to Love Lane. A Township water line main also runs along the entire paper street. The proposed area for development is situated nearby to shopping and services, such as banking, in the Township. It is located behind the Walmart and the Upper Deerfield Plaza shopping centers. The frontage of Cornwell Drive contains a variety of small lots providing services and retail sales. The land otherwise surrounding the property is vacant. It has frontage on Cornwell Drive, the future right-of-way and Maple Avenue and Northwest Street. These surrounding properties do not create land use incompatibilities with the use of typical site development techniques.
- 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. The site is located in a “Smart Growth” Planning Area. The adopted 2001 State Plan designates the site as being located in the Suburban Planning Area, PA 2.

- Adequate sewer and water (developability). The site is located in the Township's public water service area and within the approved sewer service area. Utilities are located in Rt. 77 and Cornwell Drive.
- Approvability. Development of the site will be consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* The development is not within jurisdiction of a Regional Planning Agency or CAFRA.
- The site will comply with all applicable environmental regulations. The site has environmentally sensitive lands associated with a wetlands finger at its north end, but are not extensive and do not preclude reasonable development of the site for senior housing.
- The development of the site will not affect any known historic or archaeological resources.

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

- Administrative Entity. The Township will require that the residential developer engage a qualified administrative agent who will administer and affirmatively market the units at the site, income qualify applicants, place minimum 30-year affordability controls on the units and provide long term administration of the units in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and UHAC per *N.J.A.C. 5:80-26.1*.
- Very Low, Low and Moderate Income Distribution. At least half of the affordable units developed will be affordable to low income households, with at least 13% affordable to very low income households (8 units).
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Controls on Affordability. The affordable units will have minimum 30-year affordability controls.
- Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations.
- Funding. As an inclusionary housing project, there is no expectation that outside sources of funding will be needed.

### **VERY LOW INCOME UNITS**

Pursuant to the 2008 amendments to the FHA, P.L. 2008, c.46 (codified as *N.J.S.A. 52:27D-329.1*), municipalities must provide the opportunity for very low income units equal to 13% of all affordable units approved and constructed after July 1, 2008. The agreements struck with Bristol Ponds and Seabrook East account for this requirement. For new development as outlined in this plan, the adoption of Chapter 108 will require that 13% of the affordable units are earmarked for very low income households, with at least half of the number required to be for families. A description of the units is found on page 33.

### **DEVELOPMENT FEE ORDINANCE**

Upper Deerfield established a development fee ordinance codified as §405-10 of the Township Code, for the collection of development impact fees (adopted July 7, 2005, Ordinance 561). The funds from the collection of fees will be utilized as provided for in the Spending Plan. The Township seeks Court approval for the continued use of the development fee ordinance located in Chapter 108, Appendix N.

### **AFFORDABLE HOUSING TRUST FUND**

As of December 31, 2018, Upper Deerfield had approximately \$84,668 in its affordable housing trust fund and had collected \$68,048.60 since the inception of the fund. The Spending Plan (see Appendix K) is based on the reconciled account through June 30, 2017. The balance in the affordable housing trust fund since that time has increased to \$66,979.63 by September 30, 2017. This number will need to be updated regularly to reflect deposits and be properly reported to the appropriate state entity through the CTM system.

### **SPENDING PLAN**

Upper Deerfield's Spending Plan, which discusses anticipated revenues, collection of revenues, and the use of revenues, was prepared in accordance to *N.J.A.C. 5:93-5.1(c)*. The Township's 2019 Spending Plan is included as Appendix K to this Plan. Upper Deerfield seeks approval from the Court for the Spending Plan. All collected revenues are placed in the Township's Affordable Housing Trust Fund and will be dispensed for the use of affordable housing activities as indicated in the Spending Plan. In general, the Township anticipates using the funds for the rehabilitation program, extension of expiring controls efforts and to provide affordability assistance for the provision of very low income units. The Township may, in the future, seek to amend its Spending Plan and obtain the approval of a court of competent jurisdiction to use the affordable housing trust fund for the following additional permitted affordable housing activities, subject to applicable limitations and minimum expenditures:



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

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

Pursuant to the Court-approved Settlement Agreement, the adoption of the Township's Spending Plan will constitute a "commitment" for expenditure per the FHA at *N.J.S.A. 52:27D-329.2* and *-329.3*, with a four-year time period for expenditure that will start with the entry of the Superior Court's Judgment of Compliance and Repose.

### **COST GENERATION**

The Township's Zoning and Development Ordinance has been reviewed to determine if there are unnecessary cost-generating standards and none have been found. Development applications containing affordable housing shall be reviewed for consistency with the Zoning and Development Ordinance, Residential Site Improvement Standards (*N.J.A.C. 5:21-1 et seq.*), the Municipal Land Use Law (*N.J.S.A. 40:55D-40.1 through 40.7*), and the mandate of the FHA regarding unnecessary cost generating features. Upper Deerfield shall comply with COAH's requirements for unnecessary cost generating requirements, *N.J.A.C. 5:93-10.1(a)*, procedures for



development applications containing affordable housing, *N.J.A.C. 5:93-10.1(b)*, and requirements for special studies and escrow accounts where an application contains affordable housing, *N.J.A.C. 5:93-10.3*.

### **MONITORING**

In accordance with paragraphs 18 and 19 of the Settlement Agreement with FSHC, Upper Deerfield shall complete monitoring reports of the Affordable Housing Trust Fund and of the affordable housing units and programs on the following schedules:

- Annual Reports on the status of all affordable housing activity through postings on the municipal website and a copy provided to FSHC on October 23<sup>rd</sup> of each year.
- Triennial Report on the status of the Township's satisfaction of the very-low income housing requirements stated in the Settlement Agreement and the Fair Housing Act, the posting of which shall invite any interested party to submit comments to the Township and Fair Share Housing Center as to the satisfaction of the same requirement. The first such report shall be issued within 30 days of October 23, 2021 and the second shall be issued within 30 days of October 23, 2024.
- Midpoint Realistic Opportunity Review is due on July 1, 2020 which shall include a status report as to the implementation of the Plan and the realistic opportunity presented by any unbuilt sites or other unfulfilled mechanisms, the posting of which shall invite comments to the municipality and FSHC regarding the realistic opportunity presented by such sites or mechanisms.

### **AFFORDABLE HOUSING ORDINANCES AND AFFIRMATIVE MARKETING**

Upper Deerfield's present affordable housing regulations are found in Chapter 405, Zoning and Development. This section of the ordinance reflects state regulations in effect in the mid-2000's and will be replaced with a new Chapter 108, Affordable Housing Procedural and Eligibility Requirements that also contains the affirmative marketing standards for the municipality.

Affirmative marketing of affordable units in the Township will be conducted by the developer's Administrative Agent with oversight by municipal staff or a third party consultant. Affirmative marketing is designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children. 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 or work in Housing Region 6, consisting of Atlantic, Cape May, Cumberland, and Salem Counties.

The affirmative marketing section, §108-19 in Appendix N, includes regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marking in accordance to *N.J.A.C. 5:80-26*. All newly created affordable units will comply with the 30-year affordability control required by UHAC at *N.J.A.C. 5:80-26-5* and *5:80-26-11*. This plan must be adhered to by all private, non-profit, or municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit. The costs of implementing the affirmative marketing plan (i.e., the costs of advertising the affordable units, etc.) will be the responsibility of the developers of the affordable units.

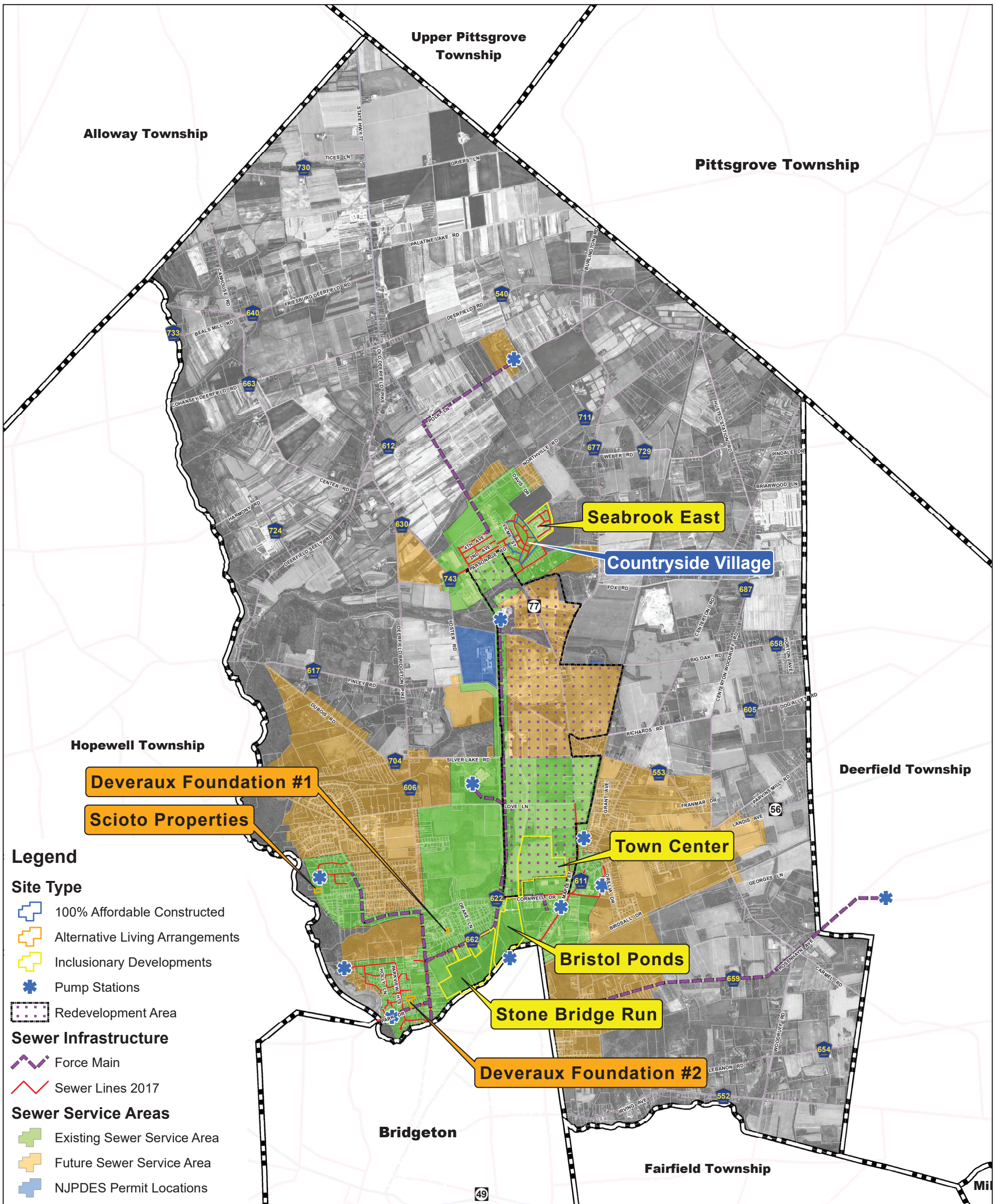
#### **SUMMARY**

This document, Upper Deerfield Township's 2019 Housing Element and Fair Share Plan, demonstrates that the municipality will address its rehabilitation, prior round, and new construction obligations through the mechanisms agreed upon between the municipality and Fair Share Housing Center and approved by the Court. Upper Deerfield Township will thus remain compliant with the constitutional obligations of the Mt. Laurel Doctrine and the Fair Housing Act.

W:\5000's\Upper Deerfield\5475.02 AH\2019 Plan\Final\190708\_Final UD Housing Plan.docx

## Map of Affordable Housing Sites





Sewer Service Source: Future Wastewater Service Area Cumberland County WMP SSA May 30, 2012  
 Amending The Lower Delaware Water Quality Management Area Approved by NJDEP January 15, 2016  
 Revised October 5, 2012 Revised January 20, 2016  
 Source: Cumberland County Planning/G.I.S. Cumberland County Utilities Authority City of Millville Department of Engineering  
 New Jersey Department of Environmental Protection

**Clarke Caton Hintz** ● ● ■  
 Architecture  
 Planning  
 Landscape Architecture

# Third Round Compliance/ Inclusionary Sites

LOCATION:  
 Upper Deerfield Township, Cumberland County, NJ

DATE:  
 June 2019



**APPENDIX A**  
**2018 FSHC Settlement Agreement**



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

October 23, 2018

Dante J. Romanini, Esq.  
Tedesco & Gruccio  
727 Landis Avenue  
PO Box 1327  
Vineland, NJ 08362-1327

**Re: In the Matter of the Township of Upper Deerfield, County of  
Cumberland, Docket No. CUM-L-17-17**

Dear Mr. Romanini:

This letter memorializes the terms of an agreement reached between the Township of Upper Deerfield (the Township or "Upper Deerfield"), 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 in this proceeding.

#### **Background**

Upper Deerfield filed the above-captioned matter on January 2, 2017 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Initially, the Township had been a defendant in a builder's remedy case "Hollyview" since 1998. Subsequently, in 2015 the trial court dismissed the Hollyview matter. On Dec. 14, 2016, the Appellate Division held that the Township's construction of 285 [now determined to be 283 units] income restricted units at Countryside Village satisfied and exceeded its second round obligation and that the Township may be entitled to additional rental bonuses. The matter was remanded to the trial court to determine if the Township complies with its Third Round fair share. On Dec. 19, 2016, the Honorable Anne McDonnell, P.J.Ch. entered a final order pursuant to the Dec. 14, 2016 Appellate Division decision. Judge McDonnell's order entered the final dismissal of the exclusionary zoning and builder's remedy suit filed by Hollyview; confirmed the Township's compliance with its prior round obligation; and granted Upper Deerfield temporary immunity from Mt. Laurel litigation for a period of 45 days within which to file an action seeking a judgment of compliance. The Township filed its declaratory judgment complaint on January 2, 2017. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

#### **Settlement terms**

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and

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

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

Rehabilitation Share (per Kinsey Report <sup>1</sup> )	31
Prior Round Obligation (pursuant to <u>N.J.A.C. 5:93</u> )	242
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	280

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Township's efforts to meet its present need include the following: The Township has an ongoing local rehabilitation program that has rehabilitated over 45 housing units in the Township at an average cost of over \$13,000 since April 1, 2010. The Township has received over \$1.2 million in Small Cities Home Rehabilitation Program grants since 2003 and has a Revolving Rehabilitation Fund from rehabilitation grants paid back to the Township when units are sold. To the extent that Small Cities funding continues to be available in the Third Round, the Township will continue to operate its local housing rehabilitation program. This is sufficient to fully satisfy the Township's present need obligation of 31 units.
6. As noted above, the Township has a Prior Round prospective need of 242 units, which is met through the following compliance mechanisms: Countryside Village – 181 built family affordable rentals (91 low or very-low and 90 moderate) with 61 prior round rental bonus credits. Countryside Village has a total of 283 existing family affordable rental units constructed in 2007/2008 and funded through the HMFA Low Income Housing Tax Credit (LIHTC) program. Although HMFA permitted all 283 affordable family rental units to be priced at moderate-income rent levels for moderate-income households, the parties agree that these units satisfy the Township's full Prior Round obligation and a portion of the Township's Third Round obligation based upon the following facts and conditions. First, at the time of this settlement agreement, 100 of the 283 units are occupied by low- or very-low income households paying low or very-low income rents through various subsidy programs. The Township will provide FSHC with an annual update on rent levels and corresponding income levels through the end of the Third Round or July 1, 2025. The balance of 102 family affordable rental units at Countryside

<sup>1</sup> David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, July 2016 and April 2017.

Village (283 total – 181 towards the Prior Round = 102) will be utilized to address a portion of the Township's Third Round and future fair share obligations. Second, in a situation unique to Cumberland County, the housing regions used in the LIHTC program unlike the COAH housing regions treat Cumberland County as its own housing region. The annual income limits used in the LIHTC program for moderate-income households (at 60 percent of median income) in Cumberland County are more than \$5,000 less than any other county in New Jersey, including the other counties in Cumberland County's housing region, thus placing the rents charged in Countryside Village significantly closer to the maximum low-income rent in Region 6 than would be the case for a similarly situated project in another county in the region. Third, the Township agrees to produce an excess of very-low-income and low-income units outside of Countryside Village described in paragraph 7 below.

- The Township has implemented or will implement the following mechanisms to address its Third Round prospective need of 280 units as set forth below. In addition, to offset the 13 additional Third Round moderate-income units at Countryside Village, the Township has five (5) extra very-low or low-income group home bedroom credits and will require the inclusionary developments listed below to produce 53 percent low income units to achieve the balance of at least eight (8) additional low or very-low income units (5 + 8 = 13).

<b>Upper Deerfield Township Third Round Compliance Mechanisms: 280</b>	<b>Credits</b>	<b>Bonuses</b>	<b>Total</b>
<b>100% Affordable - constructed</b>			
Countryside Village – 31 affordable family rentals (9 low/22 mod)	31	31	62
<b>Alternative Living Arrangements</b>			
Group Homes (Devereux Foundation – two (2) group homes with 5 bedrooms each, 10 total bedrooms): Block 1708/Lot 9.01 and Block 1803/Lot 6	10	0	10
<b>Inclusionary Developments – proposed, developer's agreement, redevelopment plan or rezoning</b>			
Bristol Ponds – 36 affordable family rentals	36	36	72
Seabrook East – 7 on-site family rentals.	7	3, cap	10
Stone Bridge Run – 56 family affordable units	56	--	56
Town Center – 81 senior affordable units, 70 senior cap	70	--	70
<b>Total</b>	<b>210</b>	<b>70</b>	<b>280</b>

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

<b>Third Round Proposed Sites</b>						
Site	Block	Lot	Acres	Sale or Rent	Credits	Set Aside



Town Center Senior (age-restricted) (6 units per acre)	12.08	Pt. 1	67.6	Sale	70, senior cap	20%
Stone Bridge Run (family) 279 total units	1808	2,3,16,17	71	Sale	56	20%
Bristol Ponds* (family) (6 units per acre)	1901	15,15.03,16	41.7	Rent	36	15%
Seabrook East Note: Current negotiations with developer may result in construction of affordable units off-site. If that occurs a minimum 8 will be affordable family rental units including one (1) very-low income affordable family rental	818 819 820 821	1-6 1-7 1-31 1-5, 7-17, 19-25	24.5	Rent	7	10% Note: approval granted under ordinance requiring 10% set aside

9. The Township will provide a realistic opportunity for the development of affordable housing that will be developed or created through Redevelopment per NJAC 5:97-6.6 such that the following actions have been completed or shall be completed for the redevelopment of the Bristol Ponds site:
- Area in need designation – anticipated adoption by 1/31/19
  - Adopted redevelopment plan – anticipated adoption by 1/31/19
  - Redeveloper currently has full site control
  - Redevelopment agreement - anticipated completion and execution by 4/1/19
10. The Township agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements by requiring 13% of affordable units developed at each of the proposed sites in paragraph 8 to be affordable to very-low-income households.
11. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
- 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 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 of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.

- d. At least half of the units addressing the Third Round Prospective Need in total must be 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.
12. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002), the New Jersey State Conference of the NAACP, the Latino Action Network (P.O. Box 943, Freehold, NJ 07728), the Mainland/Pleasantville, Mizpah, Greater Vineland, Atlantic City, and Cape May County Branches of the NAACP, and the Supportive Housing Association and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing 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.
13. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:
- a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 6) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household

- size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- b. The income limits attached hereto as Exhibit A are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2018, 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.
14. 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.
15. As an essential term of this Agreement, within one hundred and twenty (120) days of Court's approval of this Agreement, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.
16. The parties agree that if a decision of a trial court in Cumberland County or of the Appellate Division or Supreme Court of New Jersey, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than ten (10%) percent than the total prospective Third Round need 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 Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
17. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek

approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and - 329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to 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.

18. 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.
19. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
  - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
  - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

20. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
21. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
22. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
23. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Cumberland County.
24. 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.
25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
27. 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.
28. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
29. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and,

therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

30. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
31. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
32. 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.
33. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
34. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

**TO FSHC:**

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

**TO THE TOWNSHIP:**

Rocco J. Tedesco, Esq.  
Tedesco & Gruccio  
727 Landis Avenue  
PO Box 1327  
Vineland, NJ 08362-1327  
  
Telecopier: (856) 692-7714  
Email: rtedesco@tgrlaw.com

**WITH A COPY TO THE  
MUNICIPAL CLERK:**

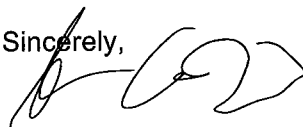
Roy J. Spoltore  
Municipal Building

1325 Highway 77  
Seabrook, NJ 08302

Telecopier: (856) 451-1379  
Email: [rspoltore@upperdeerfield.com](mailto:rspoltore@upperdeerfield.com)

Please sign below if these terms are acceptable.

Sincerely,



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

On behalf of the Township of Upper Deerfield, with the authorization  
of the governing body:



Dated: 10/1/18

## EXHIBIT A: 2018 INCOME LIMITS

### Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018 2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Soles***	Regional Asset Limit****
<b>Region 1</b>												
Median	\$63,597	\$68,140	\$72,682	\$81,767	\$90,853	\$94,487	\$98,121	\$105,389	\$112,657	\$119,926		
Moderate	\$50,878	\$54,512	\$58,146	\$65,414	\$72,682	\$75,589	\$78,497	\$84,311	\$90,126	\$95,940	2.2%	\$175,679
Low	\$31,798	\$34,070	\$36,341	\$40,884	\$45,426	\$47,243	\$49,060	\$52,695	\$56,329	\$59,963	5.52%	
Sussex	\$19,079	\$20,442	\$21,805	\$24,530	\$27,256	\$28,346	\$29,436	\$31,617	\$33,797	\$35,978		
<b>Region 2</b>												
Median	\$66,755	\$71,523	\$76,291	\$85,828	\$95,364	\$99,179	\$102,993	\$110,622	\$118,252	\$125,881		
Moderate	\$53,404	\$57,218	\$61,033	\$68,662	\$76,291	\$79,343	\$82,395	\$88,498	\$94,601	\$100,705	2.2%	\$182,955
Low	\$33,377	\$35,762	\$38,146	\$42,914	\$47,682	\$49,589	\$51,497	\$55,311	\$59,126	\$62,940	1.22%	
Union and Warren	\$20,026	\$21,457	\$22,887	\$25,748	\$28,609	\$29,754	\$30,898	\$33,187	\$35,475	\$37,764		
<b>Region 3</b>												
Median	\$75,530	\$80,925	\$86,320	\$97,110	\$107,900	\$112,216	\$116,532	\$125,164	\$133,796	\$142,428		
Moderate	\$60,424	\$64,740	\$69,056	\$77,688	\$86,320	\$89,773	\$93,226	\$100,131	\$107,037	\$113,942	2.2%	\$205,458
Low	\$37,765	\$40,463	\$43,160	\$48,555	\$53,950	\$56,108	\$58,266	\$62,582	\$66,898	\$71,214	2.37%	
Somerset	\$22,659	\$24,278	\$25,896	\$29,133	\$32,370	\$33,665	\$34,960	\$37,549	\$40,139	\$42,728		
<b>Region 4</b>												
Median	\$69,447	\$74,407	\$79,368	\$89,289	\$99,209	\$103,178	\$107,146	\$115,083	\$123,020	\$130,956		
Moderate	\$55,557	\$59,526	\$63,494	\$71,431	\$79,368	\$82,542	\$85,717	\$92,066	\$98,416	\$104,765	2.2%	\$186,616
Low	\$34,723	\$37,204	\$39,684	\$44,644	\$49,605	\$51,589	\$53,573	\$57,541	\$61,510	\$65,478	5.19%	
Ocean	\$20,834	\$22,322	\$23,810	\$26,787	\$29,763	\$30,953	\$32,144	\$34,525	\$36,906	\$39,287		
<b>Region 5</b>												
Median	\$61,180	\$65,550	\$69,920	\$78,660	\$87,400	\$90,896	\$94,392	\$101,384	\$108,376	\$115,368		
Moderate	\$48,944	\$52,440	\$55,936	\$62,928	\$69,920	\$72,717	\$75,514	\$81,107	\$86,701	\$92,294	2.2%	\$161,977
Low	\$30,590	\$32,775	\$34,960	\$39,330	\$43,700	\$45,448	\$47,196	\$50,692	\$54,188	\$57,684	5.05%	
Gloucester	\$18,354	\$19,665	\$20,976	\$23,598	\$26,220	\$27,269	\$28,318	\$30,415	\$32,513	\$34,610		
<b>Region 6</b>												
Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332		
Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066	2.2%	\$136,680
Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166	0.00%	
and Salem	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900		

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

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

\*\* This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (Consumer Price Index for All Urban Consumers (CPI-U)); Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, or 2017 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

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

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

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

Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.2(c)).



**APPENDIX B**  
**2018 Order on Fairness and Preliminary  
Compliance Hearing**

IN THE MATTER OF THE APPLICATION OF  
THE TOWNSHIP OF UPPER DEERFIELD,  
CUMBERLAND COUNTY  
DOCKET NO. CUM L-1717

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
CUMBERLAND COUNTY

CIVIL ACTION – MOUNT LAUREL

Court Decision: January 22, 2019

**TRANSCRIBED/NOT PROOFREAD**

Appearances:

Hon. Anne McDonnell, P.J.Ch. ("Judge")  
Rocco J. Tedesco, Esquire ("Tedesco")  
Dante J. Romanini, Esquire ("Romanini")  
Mark Vittese, Esquire ("Vittese")  
Robert Washburn, Esquire ("Washburn")  
Adam Gordon, Esquire ("Gordon")

Judge: Good morning.

All: Good morning Your Honor, Judge.

Judge: We are on the record in the matter of the Mt. Laurel Application of Upper Deerfield. It's a Cumberland action under Docket No. L-1717. Who appears for the Township?

Tedesco: Rocco Tedesco and Dante Romanini, Your Honor.

Judge: Thank you.

Judge: For the Intervenor?

Vittese: Mark Vittese, Your Honor.

Judge: For AB Realty?

Washburn: Robert Washburn, Your Honor.

Judge: And for Adam Gordon? I mean for (unintelligible). I'm sorry.

Gordon: Adam Gordon for Fair Share Housing, Your Honor.

Judge: Um, yes for Fair Share Housing. Anyway, I have reviewed all of the materials and I intend to put a Decision on the record approving the Settlement Agreement between Fair Share Housing and Upper Deerfield. It's a little lengthy. I don't require you stay on the record. I have to do it one way or the other. So if anyone wants to leave at any point, I don't want to create any suspense. I am approving the Agreement. All right, so, this is a Declaratory Judgment action in which Upper Deerfield seeks a judgment of compliance and repose pursuant to the Mt. Laurel Doctrine. The Mt. Laurel Doctrine requires a municipality to create a realistic opportunity for the development of affordable housing units within the community. Upper Deerfield filed this action on January 2, 2017, seeking a declaration of its compliance with the Mt. Laurel Doctrine and with the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. in accordance with In Re N.J.A.C. 5:96 & 5:97 reported at 221 N.J. 1 (2015) and commonly referred to as Mt. Laurel Four. As part of its Decision(s), the Supreme gave the trial court jurisdiction to issue judgments of compliance and repose. The Supreme designated the Fair Share Housing Center as an interested party. By Order entered October 23, 2018, a Fairness Hearing on the Agreement between the Township and Fair Share Housing Center was scheduled for December 18, 2018 at 2 pm. The Township has filed an Affidavit of Publication, including the full text of the published Public Notice of Fairness Hearing. This Notice was published on November 7, 2018 in a newspaper of general circulation within the county. The Township has filed a Proof of Mailing of the public Notice of the Fairness Hearing to those interested parties listed on the Upper Deerfield Service List, and that Notice was mailed November 2, 2018. Intervenor, Hollyview Development Corporation, which I'll refer to as either "Hollyview" or "Intervenor" filed its objections to the settlement and its Certification of its expert, Art Bernard, Professional Planner on December 10, 2018.

#### Procedural/Factual History.

Let's see. Upper Deerfield had been a defendant in a Builder's Remedy case involving Hollyview since 1998. In 2015, the trial court dismissed that Law Division matter. On December 14, 2016, the Appellate Division held the Township's construction of 285 units. It's now been determined it's actually 283 that were income restricted at Countryside Village satisfied and exceeded its Second Round obligation and that the Township may be entitled to additional rental bonuses. The matter was remanded to the trial court to determine if the Township complies with its Third Round share. On December 19, 2016, the trial court entered a final Order pursuant to the December 14, 2016 Remand and that Order was a final dismissal of the Exclusionary Zoning and Builder's Remedy suit filed by Hollyview and confirmed that the Township's compliance with its prior round obligation and granted Upper Deerfield temporary immunity from Mt. Laurel litigation for a period of 45 days within which the Township was to determine whether it wanted to file this action for Declaratory Judgment. That was filed January 2, 2017, and the matter was a litigated matter and now Fair Share Housing Center and the Township have agreed to settle the litigation and

that is the purpose of this hearing to determine the fairness of the proposed Settlement Agreement. I'll talk about the Fairness Hearing itself. The Fairness Hearing commenced as scheduled on December 22, 2018 at 2 pm in the presence of Dante J. Romanini, Esquire, attorney for the Township; Adam Gordon, Esquire, attorney for Fair Share Housing Center; Mark A. Vittese, Esquire, attorney for Hollyview and Robert M. Washburn, Esquire, attorney for AB Realty. Mr. Washburn spoke toward the end of the hearing on that date. We were going to have to continue the hearing and indicated that he represented AB Realty, who owns the Bristol Ponds Development site and that the Redevelopment Plan had been approved by the Planning Board that there was a draft Redevelopment Agreement in the works and that the Plan was for 240 rental apartments with 15% set aside for affordable units, 53% of which would be low, 47% moderate and this would translate to 14 low income units, 5 very low income units and 17 moderate units. Mr. Washburn did not participate in the testimonial hearing and no one else appeared in support or opposition to the Agreement. No other written comments or objections were filed. The court heard testimony on December 22, 2018 and January 7, 2019. The Township engaged Brian Slaugh, PP AICP in April of 2017 to advise it and serve as its Mt. Laurel Planner. Mr. Slaugh's CV is part of the record, and I did find that he was an expert in the area of Mt. Laurel Planning and allowed him to give opinion testimony in the area. Mr. Bart Bernard, PP AICP testified in opposition to the Plan as Hollyview's witness. An overview of the proposed plan is as follows. The Township will adopt a Housing and Fair Share Plan that conforms to its Agreement with the Fair Share Housing Center, and it will do so within 120 days. The Township's rehabilitation obligation is 31, which will be satisfied with the Township's existing housing rehabilitation program. The Township's prior Round obligation is 242, which will be satisfied by 181 affordable rental units at Countryside Village and 61 prior Round rental bonuses. The Township's gap and prospective need obligation for the period 1999 to 2025 is 280 and will be satisfied as follows: Countryside Village – 31 affordable units, Devereaux – 2 five bedroom group homes or ten affordable credits, Bristol Ponds – 36 affordable rental units, Seabrook East – 7 affordable rental units, Stonebridge Run – 58 affordable units, Town Center – 81 senior affordable units and there's a cap at 70 Third Round Rental bonus for Countryside Village Crystal Ponds and Seabrook East is 70 and that's capped. The standard of review, the factors the court considers are clearly set forth in case law of Morris County Fair Housing Council v Boonton Township, 197 N.J. Super. 359 & 367, 369, Law Division case from 1984 and East West Venture v Borough of Fort Lee, 286 N.J. Super. 311 & 328-329, Appellate Division case from 1996. Exhibits in evidence are as follows:

#### Township's Exhibits

1. The Agreement between Fair Share Housing and the Township
  - a. Brian Slaugh's CV;
2. A chart of the Township's Rehabilitation Program from April 2010 to the present;

3. A colorized map of the Township showing inclusionary sites, pump stations, redevelopment areas, sewer infrastructure including force mains and sewer lines from 2017 and delineating by color the existing sewer service area, future service areas and NJPDES permit locations and identifying neighboring municipalities;
4. Developers Agreement between the Township and Land Partners of New Jersey, LLC signed December 2018 and this is for Seabrook East;
5. Planning Board Resolution 19-2018 confirming Board action on November 19, 2018 extending amended preliminary site plan approvals for Block 1808, Lots 2, 3, 4 and 17. This is the Stonebridge Run Development;
6. Planning Board Resolution 20-2018 Finding the September 4, 2018 Redevelopment Plan for the Bristol Ponds Redevelopment Area to be consistent with the Township's Master Plan and recommending its adoption by the Township Committee;
7. Ordinance 779 amending Chapter 405 of the Code of the Township to amend Section 405-3 which defines inclusionary development to provide that fee simple condo and co-op units (in other words, the units held in a fee ownership) the sum of low and moderate income units shall be 20% of the total units and rentals low and moderate income units shall be 15% of the total units;
8. Resolution 5-1995 regarding Seabrook Gardens;
9. Countryside Village Tax Credit Status Report; the Rent Roll dated June 8 2018;

#### Fair Share Housing Exhibits

F-1 is the Fair Share Housing Agreement with Mount Laurel Township, Burlington County dated January 19, 2017.

Two is Art Bernard's Special Master Report to the Court recommending approval of the Agreement between Fair Share Housing Corp and Edge Water Park, Burlington County dated April 12, 2017.

F-3 is Art Bernard's Special Master Report to the Court recommending approval of the Agreement between Fair Share Housing Center and Cinnaminson, Burlington County dated October 6, 2018.

F-4 is Art Bernard's Special Master Report to the Court recommending approval of an Agreement between Fair Share Housing Center and Edgewater Park, Burlington County dated March 15, 2018.

F5 is Mount Laurel Township Housing Element prepared by Art Bernard in April of 2017.

Hollyview Exhibits

I-1 is Art Bernard's CV.

I-2 is Cumberland County Income Limits and Rents for the Tax Credit Program.

I-3 is American Community Survey from 2012 to 2016 regarding cost burden to households by income and tenure, and

I-4 is Millville's substantive Certification from COAH dated June 5, 1991.

I'll review Hollyview's objection

**Objection 1. There is no housing element in Fair Share presented. Only an Agreement with Fair Share Housing Center and that this is incomplete and insufficient information upon which this court can act.** The Supreme Court directed that municipalities submit their Housing Element and Fair Share Plans within five months of its Decision back in March of 2015 but left management of the litigated cases to the trial court. This is a litigated case in which the parties have reached a Settlement Agreement and seek a Fairness Hearing pursuant to the case law that I had previously cited Morris County Fair Housing Council and Borough of Fort Lee East West Venture vs Borough of Fort Lee. If the Agreement is found to be fair within the meaning of the Mt. Laurel documents, the parties will proceed to implement and enforce the Agreement. Paragraph 15 of the Agreement is an essential term and requires the Township to have a Housing Element and Fair Share Plan within 120 days of the decision resulting from the Fairness Hearing. Mr. Bernard, on many occasions, as demonstrated by Fair Share's evidence exhibits has recommended court approval in cases in which there is not a filed Housing Element and Fair Share Plan but an Agreement only. The objection is denied.

**Objection No. 2. No rehabilitation that occurred prior to 2015 is creditworthy. In other words you can't have credits for rehabs that occurred before 2015.** Mr. Bernard testified that the year 2010 was used for rehabilitations but that later the methodology to change to use 2015 as the year from which any rehabilitation credits may accrue. Mr. Bernard testified that Piscataway used the year 2010 but it was later determined that the present need should be based on the 2015 rehabilitations. In Burlington City Fair Share Housing Center agreed to rehabilitation credits back to 2010. F-4 is Mr. Bernard's Special Master Report on Edgewater Park dated March 15, 2018 in which the Township has one credit for a rehab from 2011. Mr. Bernard testified that was a mistake on his part. Mr. Slaugh testified that the date of April 1, 2010 represents the census date and the data set used in applying the methodology and that that is the appropriate year to use. I am satisfied that Mr. Slaugh's explanation as to the use of the date makes

more sense and is the number that should be used, and I, therefore, deny the objection.

**Objection No. 3. The Plan does not require that at least 50% of the units must be low income.** This is indeed a concern. Countryside Village is 100% moderate rentals financed by HMFAS Low Income Housing Tax Credit which, unlike COAH, treats Cumberland County as its own region. The LIHTC's annual income limits for moderate income households is \$5,000.00 less than any other county in New Jersey including other counties in COAH's Region 6 – those Counties being Atlantic, Salem and Cape May. At Countryside 100 of the 283 units are currently occupied by low or very low income households paying low or very low rent and their rents are subsidized by Section 8 and other subsidy programs. Mr. Bernard makes good points. There is no legal requirement that 50% of the units are rented to low or very low income households. However, Fair Share Housing Center and the Township have worked to identify the households, and I am satisfied that the percentage is as set forth in the Agreement at paragraph 7, no I'm sorry paragraph 6. That 100 of the 283 units are occupied by low or very low income households and that Fair Share and the Township will monitor this on an annual basis and I am satisfied under the circumstances of this case and given the unique economy in Cumberland County that this is an appropriate way to assure the low and very low households are provided for. I think annual attention to it will assist Fair Share and the Township with coming up with some way to formalize this, in other words, to write it in somewhere. I know you can't do it with Countrywide because their financing is for moderate, but I'm sure that in working with this on an annual basis, and I may even require a court review. We'll decide that at the time of the compliance hearing. But at this point, I am denying the objection. I recognize the merit to the objection, but I think that the plan adopted by the Agreement between Fair Share and the Township will protect the interest of the low and very low households.

**Objection No. 4. The lower income levels in Cumberland County are a hindrance to the proposed sites marketability. Reducing the rents impacts the realistic opportunity associated with free zoning.** I think this objection pertains particularly to the Bristol Ponds site but that site has already been determined to be an area in need of redevelopment and as Mr. Washburn has represented – well, as I've seen in the evidence, the Redevelopment Plan has been approved by the Planning Board. It was recommended to the Township Committee that the Township Committee adopted, and as I understand it, a Redevelopment Agreement will be signed or may have already been signed. So, I do deny the objection.

**Objection No. 5. Rental Bonus Credit cannot be awarded since the units have not been constructed and there is not a firm commitment to build rental housing.** This objection pertains, I guess, to Bristol Ponds but as I say, there is agreement Seabrook East, for which a Developer's Agreement is in evidence and because both sites are under contract with a developer or redeveloper, rental bonus credits are proper and the objection is denied.

**Objection No. 6 of the objections. The Rental Bonus Credit cannot be awarded on prior Rounds' surplus and shall only be counted as a credit.** Prior Round surplus credits [I'm not clear on specifically which bonus credits – I think this would pertain to the Countrywide credits. There's 31 affordable family rentals 9 low, 22 moderate and the credits are 31 and then an additional 31 as bonus credits for total credits of 62. I am satisfied that they've been properly applied. I've relied in part on N.J.A.C. 5:97-3.5 & 3.2(a) Sub 1. The objection is denied.

**Objection No. 7 of the objections. The proposed rezoning is well below the statutory minimums for density and set asides and with the 32 year history of no or little construction of low and moderate units does not establish that there is a reasonable prospect that the units will actually be constructed. N.J.A.C. 5:93-5.15(d)5 requires a minimum density of 10 units per acre and maximum set aside of 15% to create incentive to build affordable rentals.** That was the objection.

Pursuant to the paragraph 8 of the Agreement, the inclusionary developments are Bristol Ponds and densities 5.75 units per acre, Seabrook East 2.8 units per acres, Stonebridge Run 3.9 units per acre and Town Center 5.2 units per acre. As indicated earlier, there are Redevelopment Agreements for Stonebridge and Bristol Ponds. There's a Developer's Agreement for Seabrook East. I am satisfied that the developers and builders would not enter the agreement if they weren't satisfied with the density and the Township has amended its zoning ordinance to provide the standard for minimum density for both fee owned properties and for rental properties. This objection is denied.

**Objection No. 8. There's no proof that the properties identified in the Plan are available for inclusionary development.** I am satisfied from the proofs that owner control has been established for each site and I do deny the objection.

**Objection No. 9. The Plan relies on an area in need of redevelopment but does not meet the statutory criteria for redevelopment as set forth in N.J.S.A. 48:12(a)-5.** This redevelopment area has already been established by the municipal action. I am denying the objection.

I now move to an evaluation of the fairness of the Settlement Agreement. East West Venture vs Borough of Fort Lee creates a five part analysis to determine if the settlement adequately protects the interest of low and moderate income households. The first consideration – the actual number of low and moderate income units that will be constructed. Back some time ago, Richard Redding, PP opined that the Township's obligation is prior Round 242 units, present need 24 units, gap need 84 units and prospective need 71 units. Mr. Kinsey, Fair Share Housing Center's expert opined that the Township's obligation was present need 31, gap 228 units, prospective need 434 units. The compromise is set forth in the Settlement Agreement, Rehabilitation Share 31, prior Round 242, Third Round 280. The compromise is in line with other settlement agreements in Regions 5 and 6 given the extraordinary - I mean extraordinary time, cost and uncertainty involving a Mt. Laurel Fair Share trial, the compromise is fair and allows the Township to spend its time and its resources on activities that create a realistic opportunity for the actual construction of affordable housing.



Factor 2. East West requires a consideration of methodology used to calculate the municipal Fair Share. In March 2015, the Supreme Court directed trial courts to use COAH's prior Round accrued methodologies. In January 2018, the Supreme Court issued the Gap Period Decision, which expanded the present need to include low and moderate income households that were formed between 19909 and 2015 and are entitled to their delayed opportunity for affordable housing. The Kinsey calculation used by Fair Share Housing closely followed prior Round approved methodologies. The methodologies used by Richard Redding likewise have credibility because the methodologies are based on conclusions drawn from census data. Settlements such as this are encouraged and its indicated, in fact, (unintelligible) set this compromise is consistent with other settlements in the region.

Factor 3. East West requires consideration of other contributions to low and moderate income households. Fair Share Housing Center settlements usually includes standard provisions to protect the interests of low and moderate income households including at least 50% of the units shall be affordable to low and very low income households at least 25% of the Third Round obligation shall be met through rental units including at least half in rental units available to families. At least half of units in the Third Round obligation must be available to families. Not more than 25% of the affordable units may be age restricted. Affordable units must comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 except as modified by the Settlement Agreement regarding units affordable to households earning less than 30% of income and all new units shall be adaptable in compliance with N.J.S.A. 52:27D-311(a) and (b). Specifically, in this case, the affordable units at Countryside Village do not have a legal restriction for the units currently rented to low and very low income households. This aspect of the Agreement is to be reviewed annually and this aspect of the Plan will be reassessed at the time of the Compliance Hearing. So, I'm expecting that the Town and Fair Share will do some further analysis to confirm that what they think is a 182 to 83 units are low, very low at the time of the Compliance Hearing.

The Fourth East West factor. Oh, I had one other on the other factor. In this case, the Township agrees to require 13% of all units in the Agreement, except those constructed or granted site plan approval prior to July 1, 2008 to be very low income units with 50% of those units being available to families.

The Fourth consideration per East West case. Other components of the settlement that contribute to the satisfaction of the Affordable Housing obligation, the Agreement at paragraph 12 provides for specific affirmative marketing to reach target households and families. The Agreement provides for the Township to develop a spending plan and a commitment for expenditures pursuant to N.J.S.A. 52:27D-329.2 and 3. The Agreement provides for annual reporting by the Township to Fair Share Housing of the status of all Affordable Housing activity and the Agreement provides for periodic reporting of the status of satisfaction of the very low income requirements.

Five. Other factors that may be relevant to fairness - The efforts of the Township and Fair Share Housing Center to resolve their difference in this case is laudable. Township is a rural area that lacks universal water and sewer. That Township's Exhibit 3 is most helpful in seeing how the Township's Plan fits together. There are limited pump stations and sites in the Township's Plan do have access to water and sewer. There are stores(?) of public transportation available along State Highway 77. The Township has secured agreements with the developer and redeveloper and the agreements represent a realist probability that the affordable units will actually be constructed.

For all of those reasons, I do approve the settlement between Fair Share Housing and Upper Deerfield Township. When they schedule a Compliance Hearing, you want to do it in 4 or 5 months or what?

Tedesco: This is Rocco Tedesco, Your Honor. Five months should be fine.

Judge: All right, then I don't have the date with me now but we'll schedule it and send it to you. Anything further Mr. Tedesco or Romanini?

Tedesco: Not for me, Your Honor.

Judge: Anything further Mr. Vittese?

Vittese: No, Your Honor.

Judge: Anything further Mr. Washburn?

Washburn: No. Thank you, Your Honor.

Judge: Anything further, Mr. Gordon.

Gordon: No, Your Honor.

Judge: Who will be submitting the Judgment?

Tedesco: I'll be happy to Your Honor. It's Rocco Tedesco.

Judge: All right. Thank you. Good day all.

**APPENDIX C**  
**Rehabilitated Units**

Exhibit 2. Township of Upper Deerfield Rehabilitation Program, April 2010 to Present

Line No.	Contract Number	Block	Lot	Address	Amount	Mortgage Note Date (Completion Date)	Change Order	Improvements Completed	Mortgage Note Change Order	Amount Change Order	Change Order Improvements Completed
1	2009-2	1108	5	304 Old Deerfield Pike	\$13,075	11/24/2009	Y	N/A	5/19/2010	\$14,130	1, 3, 6, 8, 9
2	2009-04	907	12	1101 First Avenue	\$15,560	11/24/2009	Y	N/A	6/8/2010	\$14,810	1, 2, 3, 5, 7, 8, 9
3		404	32	Deerfield Street	\$20,871	11/24/2009	Y	N/A	5/27/2010	\$3,710	3, 8, 9
4	2013-07	404	18	621 Old Deerfield Pike	\$15,499	12/2/2009	Y	N/A	9/4/2012	\$6,305	2, 3, 5, 6, 8, 9
5		907	9	1104 First Avenue	\$3,424	8/18/2010	N	1, 2, 3, 5, 6, 7, 8, 9			
6	2009-24	1202	2	31 Finley Road	\$27,986	9/23/2010	N	6, 8			
7	2010-2	2201	10.01	41 Parvins Mill Road	\$16,300	9/24/2010	Y	1, 6	4/5/2011	\$2,950	4
8	2012-11	607	14	466 Centerton Road	\$12,260	9/24/2010	Y	2, 3, 6, 8	4/5/2011	\$1,910	8
9	2009-22	1507	24	28 Hood Drive	\$18,774	9/24/2010	N	1, 2, 5, 6, 8, 9			
10	2009-23	1807	32	124 Old Deerfield Pike	\$15,045	9/24/2010	N	1, 2, 4, 5, 8			
11	2009-18	701	7	451 Centeron Road	\$6,210	9/28/2010	N	1, 8, 9			
12	2009-16	2006	1	13 N. Central Avenue	\$10,840	9/29/2010	N	6, 8			
13	2009-19	501	3.06	16 Deerfield Road	\$16,090	10/4/2010	Y	2, 8	4/5/2011	\$3,200	8
14	2009-17	705	14	303 Centerton Road	\$27,524	5/18/2011	N	1, 3, 5, 8, 9			
15	2011-01	2501	96	197 Landis Avenue	\$4,280	9/22/2011	Y	5	9/6/2012	\$17,190	3, 5, 6, 8, 9
16	2011-2	1707	7	33 Park Drive	\$4,795	11/2/2011	Y	1, 5, 6, 8	9/5/2012	\$7,470	2
17	2011-3	701	24	165 Big Oak Road	\$23,546	11/17/2011	N	2, 3, 6, 8, 9			
18	2601-3	2601	3	1626 S. Burlington Road	\$21,695	9/4/2012	Y	1, 8	12/20/2012	\$1,050	
19	2012-8	913	3	1710 Fourth Avenue	\$12,500	9/4/2012	Y	1, 2, 3, 5, 8, 9	1/17/2013	\$12,350	6, 8
20	2012-13	1507	15	29 Dawson Drive	\$11,275	9/5/2012	N	3, 8, 9			
21	2012-6	2703	40.03	73 Fern Road	\$13,540	9/6/2012	Y	2, 5, 6, 8	11/20/2012	\$745	5
22	2012-8	914	1	1820 Fourth Avenue	\$13,190	9/7/2012	N	1, 2, 4, 5, 8, 9			
23	2012-5	816	5	7 Martin Drive	\$12,000	9/12/2012	N	1, 5, 8, 9			
24	2012-7	913	4	1709 Fourth Avenue	\$7,350	9/14/2012	N	1, 2, 5, 9			
25	2012-14	406	14	1494 Highway 77	\$5,560	9/27/2012	N	7			
26	2012-5	2705	30	670 Irving Avenue	\$8,637	9/28/2012	N	1, 2, 5			
27	2012-15	406	14	1494 Highway 77	\$11,950	1/8/2013	Y	7	3/11/2013	\$2,134	5
28	2009-3	2009	3	17 Hilton Avenue	\$21,148	8/28/2013	Y	8, 9	12/28/2013	\$2,750	8
29	2013-04	915	8	1805 Fourth Avenue	\$15,500	9/2/2013	N	6, 8, 9			
30	2013-05	2501	70	16 Danna Lane	\$14,425	9/2/2013	N	2, 5, 8, 9			
31	2013-08	904	3	340 Old Deerfield Pike	\$21,500	9/5/2013	N	2, 4, 6, 8			
32	2013-06	1807	35	15 Roberts Avenue	\$20,225	9/10/2013	Y	2, 5, 6, 8	9/30/2013	\$3,990	8
33	2013-09	1801	4	77 Roberts Avenue	\$17,370	9/16/2013	N	1, 2, 4, 6, 8, 9			
34	2013-10	1801	13	5 Pleasant Road	\$4,200	9/20/2013	N	1			
35		708	9.01	112 Weber Road	\$21,702	12/20/2013	Y	2, 6, 8	6/5/2014	\$1,500	8
36	2015-1	1703	16	48 Sunset Lake Road	\$7,540	6/26/2015	N	6			
37	2015-3	2703	21	40 Victory Road	\$22,250	6/26/2015	Y	3, 5, 6, 8, 9	8/10/2015	\$1,640	8
38		401	2	190 Centerton Road	\$13,100	6/26/2015	N	6, 8			

**Exhibit 2. Township of Upper Deerfield Rehabilitation Program, April 2010 to Present**

39	2015-5	913	15	1610 Third Avenue	\$9,240	6/26/2015	Y	5, 8	9/18/2015	\$742	8
40	2015-2	404	5.01	14 W. Deerfield Road	\$21,208	6/26/2015	Y	3, 5, 6, 8, 9	8/20/2015	\$1,500	5
41	2015-8	2501	69	14 Danna Lane	\$2,650	10/1/2015	Y	8	11/9/2015	\$13,300	6
42	C-2015	1101	10	215 Silver Lake Rd	\$17,934	2/10/2016	Y	7	11/22/2016	\$2,507	5
43	2016-9	1707	3	39 Park Drive	\$13,800	6/6/2016	N	2,8			
44	2016-2	705	15.01	321 Centerton Road	\$22,907	6/14/2016	N	1, 2, 5, 6, 8, 9			
45	2016-4	911	7	1506 Third Avenue	\$11,763	6/14/2016	N	1, 5, 8, 9			
46	2016-6	1203	2.04	329 Finley Road	\$13,700	6/14/2016	Y	1, 6, 8, 9	10/5/2016	\$2,740	8
47	2006-5	2401	37	194 Landis Avenue	\$15,700	6/16/2016	N	3, 6, 8			
48	2016-3	402	16	1554 Highway 77	\$24,800	6/17/2016	N	1, 2, 3, 5, 6, 8, 9			
49	2016-7	1506	1	1 Seville Drive	\$11,800	6/17/2016	N	2, 8			
50	2016-1	202	21	1575 Highway 77	\$1,020	12/8/2016	Y	8	6/14/2016	\$23,980	6, 8
51	2017-8	2301	9	280 Landis Avenue	\$11,355	7/28/2017	N	6, 8, 9			
52	2017-1	912	3	1718 Fourth Ave	\$14,700	7/12/2017	N	2, 5, 6, 8			
53	2017-10	705	14	303 Centerton Road	\$21,571	2/22/2018	Y	7, 6	4/13/2018	\$875	6
54	2017-2	1502	7	16 Acorn Drive	\$15,308	8/3/2017	Y	1, 5, 8, 9	8/3/2017	\$2,300	1
55	2017-3	1805	5	4 Swallow Lane	\$11,915	7/18/2017	N	5, 8, 9			
56	2017-4	1101	25.04	14 DuBois Road	\$9,663	7/13/2017	Y	1, 5, 6, 8, 9	8/17/2017	\$3,600	5
57	2017-5	1105	24	36 Quail Ridge Drive	\$12,076	7/14/2017	Y	1, 2, 5, 6, 8, 9	10/5/2017	\$1,932	8
58	2017-9	2012	2.04	190 Centerton Road	\$22,590	12/27/2018	Y	1, 2, 5, 8, 9	5/5/2018	\$2,365	9
59	2017-6	1703	7	15 Dogwood Drive	\$24,924	8/17/2017	n	1, 2, 3, 5, 8, 9			
60	2018-1	1502	1	117 W. Dawson Drive	\$13,900	8/27/2018	n	7			
61	2018-2	301	9	1 Friesburg Road	\$24,150	10/11/2018	n	1, 6, 8, 9			
62	2018-3	908	16	1213 First Avenue	\$24,142	10/11/2018	Y	1, 2, 3, 5, 8, 9	11/6/2018	\$808	8
63	2018-4	807	1	1004 Highway 77	\$24,410	10/11/2018	n	2, 3, 6, 7, 8, 9			
64	2018-5	2011	8	22 Hilton Avenue	\$23,232	10/10/2018	Y	1, 2, 3, 5, 6, 8, 9	11/6/2018	\$1,200	9

**4/2010 to Present**  
**Change Orders**                    \$969,194  
**Total Paid**                         \$155,683  
**Per Unit**                                \$1,124,877  
**Improvements Key**                \$17,576

- 1 Electrical
- 2 Heating
- 3 Lead Paint Abatement
- 4 Loading Bearing System
- 5 Plumbing/Wells
- 6 Roof
- 7 Sanitary/Septic/Sewer Hookup
- 8 Weatherization (Insulation, Siding, Windows/Door)
- 9 Misc. (Fire Extinguishers, Carbon Monoxide Detector, Smoke Detectors)

## **APPENDIX D**

### **Appellate Court Decision on Hollyview**

UPPER DEERFIELD TOWNSHIP PLANNING BOARD

CUMBERLAND COUNTY, NEW JERSEY

*RESOLUTION*

No. 5-1995

WHEREAS, Seabrook Gardens, (hereafter, "the applicant"), has made application for approval of a major subdivision and preliminary site plan for property located on State Highway 77 in the village of Seabrook, (hereafter "the property"), designated as Block 30, Lot 1.04 and Block 36, Lot 1, on the Tax Map of the Township of Upper Deerfield; and

WHEREAS, the applicant has heretofore submitted various plans and documentation in support of its application to subdivide two existing parcels, containing 50.285 acres, into 36 lots: 33 lots for development of single family attached units (66 "duplex" units), 2 lots for open space and storm water management, and 1 lot on which a sanitary sewer pump station will be built and dedicated to the Township of Upper Deerfield Water and Sewer Utility; and

WHEREAS, a public hearing was held by the Board on February 14, 1995 and continued on February 21, 1995, at the Municipal Building, State Highway 77, Seabrook, Cumberland County, New Jersey; and

WHEREAS, the Board has heard the testimony presented by and on behalf of the applicant, and has heard the sentiment of all persons wishing to speak; and

WHEREAS, Upper Deerfield Township Planning Board has received the reports of its own professional staff,

together with those of applicant's professionals, and has received written comments from interested departments of municipal government and public service organizations, all of which are incorporated herein as a part of the Board's records;

NOW, THEREFORE, BE IT RESOLVED, on this 6th day of March, 1995, by the Upper Deerfield Township Planning Board that the Board does find as fact the following:

1. Compliance has been had with each of the various requirements of the Open Public Meetings Law, Pl. 1975 c. 231.
2. The property is located on the west side of State Highway 77 in the village of Seabrook and is presently designated on the Tax Map as Block 30, Lot 1.04 and Block 36, Lot 1.
3. The property is located in an R-2 Residential Zone, is undeveloped and is presently used for agricultural purposes.
4. Adjacent and nearby uses are residential, public, business, light industrial and agricultural.
5. Applicant's plan meets all of applicable standards of the Upper Deerfield Township development ordinances.
6. One street in the development will have access onto State Highway 77, and one will have access onto West End Avenue, which intersects with Parsonage Road.
7. The parcel immediately to the north of the property, across Parsonage Run, is part of the farmland preservation program for which development rights have been purchased and is permanently dedicated to agricultural use.
8. Applicant's proposed plan complies with the agricultural buffer standard of the Upper Deerfield Township Code, and the wetlands buffer standard of New Jersey Department of Environmental Protection and Energy regulations.
9. Sewer service will be provided through the Upper Deerfield Township Water and Sewer Utility.



10. Water service for the development will be supplied by contract with the Seabrook Water Company.
11. The applicant addressed Board concerns regarding adequate water pressure and adequate water supply, since the Township has had many complaints regarding the adequacy of the water service supplied by Seabrook Water Company, as follows:
  - a. Applicant submitted verification from the State of New Jersey that a water diversion permit has been received by Seabrook Water Company, permitting it to divert sufficient water to supply present customers and the new development. The letter verifying the increase in water diversion rights was entered into evidence.
  - b. Applicant's engineers testified that they had tested the existing system and, as the plan is proposed, consider the system adequate to deliver water to the existing customers and to the proposed development; that the project will not lower overall system pressures, that the project will not have an impact on the volume of water available for other customers; and that the wells meet current state standards.
12. Both the President of Seabrook Water Company, Gray Achee, and employee, Bob Roselle, testified that the Seabrook Water Company is developing an overall improvement plan to upgrade mains in the existing Gunnison Village area; both testified that it is the size, age and condition of mains in existing developed areas, that prevent some homes, and occasionally the schools, from having adequate water pressure and that the same conditions also contribute to water outages.
13. Witness Bob Roselle indicated that the system could run on one well, and that, under normal conditions only one well is run at a time. Roselle further testified that there are few shut off valves in the existing system and that, when a problem occurs, the whole system has to be shut down until the problem can be fixed. He also indicated that there are no records showing the size and placement of existing mains. He indicated the Company is installing additional shut-off valves in order to permit them to turn water off in certain specific areas, as apposed to having to put the entire system off-line when a problem occurs.
14. Applicant agreed to extend its high pressure loop from Seabrook Water Company's high pressure line located on

Parsonage Road along West End Avenue, through applicant's development back along the frontage of applicant's property on State Highway 77 to the point where an existing water main connects the public schools, located directly across Highway 77, to the existing system. The provision of this loop should help to alleviate some of the water problems at the public schools.

15. The footprint of each unit will be 1,500 square feet, with living space of 1,378 square feet.
16. The Board's responsibilities include addressing the issue of affordable housing within the Township as required by Township Ordinance, the Municipal Land Use Law and the Mt. Laurel decisions of the New Jersey Supreme Court. Township ordinances and its housing plan speak to the need to disperse and/or blend affordable housing units into the community as a whole. A considerable number of housing units within the immediate Seabrook area are already dedicated to use of low- and moderate-income household, and the developer's "fair share" contribution may be met by providing rehabilitated or new units in other areas of the Township, rather than within the Seabrook Gardens development.
17. Due to nearby location of recreational spaces at the school and Township facilities, and the concern of residents about vandalism and safety where recreational areas attractive to teenagers are unsupervised, that the basketball courts proposed and/or discussed by applicant can be deleted from the plans without adverse impact upon the development.
18. Many members of the public were present and spoke against approval of the project. Public comments included the following:
  - a. The water system has deteriorated over the years; the schools, particularly the Moore School, suffers water outages for as long as two hours at a time. Residents of the adjacent area also complained of low water pressure and water outages.
  - b. Another 66 units of housing would have an adverse impact on the school at the expense of current taxpayers, possibly requiring additions to the school and additional school personnel.



- c. The public schools already have insufficient space to meet State mandates.
- d. Citizens questioned whether the developers are backed by the Federal Housing Administration or by funds supplied through the Federal Housing Administration and further questioned whether this development is or would become an additional block of low-income housing in an area already adversely impacted by existing low-income housing.
- e. Citizens stated the area has an existing vandalism problem area, and questioned the wisdom of providing recreational areas in the new development which would be magnets for teenagers. They believe such unsupervised areas will increase vandalism for neighbors in the vicinity of the recreational areas.
- f. Residents of the area questioned the need for homes when existing housing in the area is already empty or for sale.
- g. Residents complained that the development would decrease value of real estate within the Township, particularly if the development is or becomes a low-income housing development.
- h. Other residents complained that their property had decreased in value because of low-income housing units within the immediate area, because the tenants of those units have no respect for property of others.
- i. Residents also complained of the existence of a drug problem within the Seabrook Village area.
- j. Some witnesses objected to residential development of the area when an agricultural preservation area abuts it;
- k. Neighboring property owner, Bob Hluchy, complained that a road bed runs from this tract directly to a pond located on his farm property immediately to the north. He was concerned about his liability for such an attractive nuisance. Hluchy, whose property is part of an agricultural preservation program, does not believe that a farm next to a housing development of this type is economically viable.

- l. Some residents objected to the increase of traffic on Third and Fourth Street and in the area generally.
- m. Some residents indicated that there would be an increased need for police services, which they stated are already inadequate.
- m. Some residents complained that, because of the existing problems in the area, the development is not economically feasible. They do not believe there will be any buyers for the units in the development.
- n. Citizens stated that the Water Company should be required to improve the existing antiquated system and provide better service to existing customers before adding new customers;
- o. Tim Brill, from the Cumberland County Planning Department, noted the close proximity of farming activities. He pointed out the possibility of trespass and crop vandalism and requested that the Board consider the viability of the existing preservation area, since tax payers money has been put into preserving the farm land. He requested that the Board create a buffer or barrier between the residential development and the agricultural area.

NOW, THEREFORE, BE IT FURTHER RESOLVED that applicant is granted further resolved that applicant is hereby granted major subdivision approval and preliminary site plan approval upon the following conditions:

1. That applicant's plan be revised to show the following:
  - a. Extension of the 8" high-pressure water line from applicant's proposed development entrance on State Highway 77 along applicant's frontage on the Highway (approximately 1300'), including three (3) high pressure fire hydrants along applicant's frontage on Highway 77 across from the schools;
  - b. Eight foot (8') chain link fence from the detention base on proposed lot 35 along the wetlands buffer line on proposed lots 34, 33,

- and 32 ending at the northeast corner of lot 32 (approximately 1200 linear feet of fence);
- c. Placement of fire hydrants along West End Avenue at its intersections with First, Second, Third and Fourth Streets.
  - d. Sidewalks along State Highway 77 and along West End Avenue from proposed roadway "B" to Parsonage Road;
  - e. Deletion of the tot lots and basketball courts;
  - f. Reservation strip of fifteen (15) feet to permit possible future widening of State Highway 77 to a total width of 80 feet as provided for in the Township Master Traffic Plan; all setbacks will be measured from said reservation strip;
  - g. Indicate ownership of the 20-foot water utility easement across proposed Lot 11, which is subject to Planning Board approval;
  - h. Note that "All dead or dying existing trees along State Highway 77 are to be identified and replaced with suitable specimen trees subject to Planning Board approval";
  - i. Preservation easement along State Highway 77, including all existing trees and any required to be replaced and provided in subparagraph h herein;
  - j. A reverse frontage easement area along State Highway 77 of sufficient width to include the proposed landscaped berms shown on the applicant's landscaping plan; a note should be included on the plan to indicate that no fencing or other structures may be located within the easement area without the consent of the Township Planning Board and the homeowner's association to be established;
  - k. Inlets located at low points within the proposed streets shall be double inlets;
  - l. Future monumentation;
  - m. Additional lighting fixtures at that portion of access walkway for school children between



existing trees located along State Highway 77 and the two (2) proposed landscaped berms behind said trees as shown on the landscaping plan; additional lighting at the access walkway intersection with the sidewalk located along proposed roadway "A";

2. That applicant submit a plan acceptable to the Board addressing its responsibility to provide low- and moderate-income housing units under the existing ordinance;
3. That, prior to final approval, applicant post a fair share contribution for traffic mitigation in the amount of \$96,602.35;
4. That easements as shown on the preliminary plat be dedicated to the appropriate agency and specific deed inclusions be made as set forth below;
  - a. All site triangles shown on the plan be dedicated to Township of Upper Deerfield;
  - b. All sight distance setbacks as shown on revised typical driveway design shall be included in property deed for each lot;
  - c. 30 foot wide access and stormwater easement as shown on the preliminary plat running between proposed lots 2 and 3 shall be granted to the homeowners' association and said easement dedication shall provide for preservation and maintenance of said access and all stormwater facilities which are within the easement;
  - d. Proposed Lot 36 and all Township Utility approved facilities and/or structures erected thereon, once approved as to design and construction, shall be deeded to Township Water and Sewer Utility;
  - e. The 150-foot agricultural buffer to be established, as shown on the preliminary plat, between Block 30, Lot 1.04 and 1, shall be included in the Deeds for all lots affected by said buffer; such deed restriction shall establish the buffer and provide for its maintenance and preservation, and shall include an easement for the buffer area to be dedicated to the Township of Upper Deerfield to permit enforcement of the buffer's integrity;

- f. The 100-foot preservation easement as shown on the preliminary plat along Parsonage Run shall be dedicated to the Township of Upper Deerfield;
- g. Preservation easement for landscaping shown just behind proposed right-of-way lines for roadways "A" and "B" are to be dedicated to the homeowners' association; each deed for lots affected by said easement are to include provisions assuring preservation and maintenance of such landscaped areas; Township of Upper Deerfield shall also be granted a preservation easement over the same areas for purpose of enforcing the preservation easement;
- h. The access and stormwater easement running between Lots 2 and 3 as shown on the preliminary plat are to be dedicated either to the homeowners' association and/or to the Township of Upper Deerfield;
- j. Lot 35 shall be deeded to Township of Upper Deerfield, once the retention basin is constructed and approved.
- k. Proposed Lot 25 is to be deeded to homeowner's association.
- l. Deeds for all lots abutting State Highway 77 shall contain deed restrictions regarding access from each lot to State Highway 77 and the requirements or preservation and maintenance of all landscaping and topographic features required to buffer rear yards of said lots from State Highway 77; deeds for said lots shall also include provisions making installation of fencing or any other structures with the reverse frontage area subject to approval of the Township Planning Board.
- m. A preservation easement for the trees along State Highway 77, the reverse frontage area , together with landscaping and topographic features required and shown of the preliminary plat shall be dedicated both to Township of Upper Deerfield and to the homeowners' association;
- n. Deeds for all lots shall contain restrictions set forth in Section 93.28D of the Upper Deerfield Township Ordinances concerning the appearance of semidetached dwellings; said restrictions as to appearance shall be enforceable by the homeowners' association.





design of proposed sanitary sewer pump station to be located on proposed Lot 36, and for method of connection to sanitary sewer collection system;

- f. New Jersey DEPE for wetlands boundaries;
- g. Cumberland Soil Conservation Service for soil erosion and sedimentation control plan;
- h. Township Planning Board and/or Township Solicitor for documents of incorporation, establishment of homeowner's association, deed restrictions, and easements required under this approval;
- i. Cumberland County Planning Board for general review.

CERTIFICATION

I, BRUNO A. BASILE, Chairman of the Upper Deerfield Township Planning Board, hereby certify that this is a true copy of the Resolution adopted on April 10, 1995, pursuant to a meeting held and a Motion passed on March 6, 1995, at the Municipal Building in Seabrook, New Jersey.

ATTEST:

UPPER DEERFIELD TOWNSHIP  
PLANNING BOARD

ALICE JEFFERSON, SECRETARY

BY:

BRUNO A. BASILE, CHAIRMAN

PREPARED BY: RITTER, HANFORD AND PRYOR

  
ELEANOR B. HANFORD

**UPPER DEERFIELD TOWNSHIP PLANNING BOARD  
CUMBERLAND COUNTY, NEW JERSEY**

**RESOLUTION 10 - 1998**

**WHEREAS**, Hollyview Development Corporation # 1, t/a Seabrook Gardens, (hereafter the "Applicant"), has made application to the Upper Deerfield Township Planning Board, (hereafter the "Board"), for extension of preliminary subdivision approval for property located on the west side of State Highway 77, north of Parsonage Road, identified on the Tax Map for the Township of Upper Deerfield as Block 901, Lot 1.04 and Block 901, Lot 1.05, which preliminary subdivision approval was previously memorialized in Resolution 5 - 1995 of the Board;

**WHEREAS**, no changes are proposed to the preliminary subdivision approval; and

**WHEREAS**, the original three (3) year period permitted by statute, during which Applicant has certain vested rights in subdivision approval, is about to expire; and

**WHEREAS**, the Applicant has heretofore submitted various plans and documentation in support of its application for extension of the said preliminary approval; and

**WHEREAS**, the Board has received the reports of its professional staff, including its Solicitor;

**NOW, THEREFORE, BE IT RESOLVED**, on this 13th day of April, 1998, by Upper Deerfield Township Planning Board, that Applicant is hereby granted a one (1) year extension of

the preliminary major subdivision approval previously memorialized in Resolution 5-1995 of the this Board, upon the following conditions:

1. All conditions previously imposed by the Board in Resolution 5 - 1995 (except for the fair share contribution for traffic mitigation), are hereby included in and ratified by this Resolution for extension of major subdivision approval;
2. The Applicant's appeal of the fair share contribution for traffic mitigation, still pending in the Court, shall be timely addressed by Applicant and by the Board, with the commitment by the parties to make all reasonable efforts to reach a timely and mutually satisfactory settlement of the litigation.

### CERTIFICATION

I, BRUNO A. BASILE, Chairman of the Upper Deerfield Township Planning Board, hereby certify that this is a true copy of a Resolution adopted on May 11, 1998, pursuant to a meeting held and a Motion passed on April 14, 1998 at the Upper Deerfield Township Municipal Building in Seabrook, New Jersey.

ATTEST:

UPPER DEERFIELD TOWNSHIP PLANNING BOARD

\_\_\_\_\_  
ALICE JEFFERSON, Secretary

\_\_\_\_\_  
BRUNO A. BASILE, Chairman

PREPARED BY:

  
\_\_\_\_\_  
ELEANOR B. HANFORD, Solicitor

**UPPER DEERFIELD TOWNSHIP PLANNING BOARD  
CUMBERLAND COUNTY, NEW JERSEY**

**RESOLUTION 31 - 1998**

**WHEREAS**, Hollyview Development Corporation # 1, t/a Seabrook Gardens, (hereafter the "Applicant"), has made application to the Upper Deerfield Township Planning Board, (hereafter the "Board"), for final subdivision and major site plan approval for property located on the west side of State Highway 77, north of Parsonage Road, identified on the Tax Map for the Township of Upper Deerfield as Block 901, Lot 1.04 and Block 901, Lot 1.05 (hereafter, the "Property"); preliminary subdivision and major site plan approval for the Property was previously memorialized in Resolution 5 - 1995 of the Board, and extended by Resolution 10 - 1998; and

**WHEREAS**, the Applicant has heretofore submitted various plans and documentation in support of the application for final approval; and

**WHEREAS**, the Upper Deerfield Township Planning Board has received the reports of its professional staff, which are hereby incorporated as if set forth in full and made a part of the Board's record of this proceeding; and

**WHEREAS**, the Applicant has requested that conditional final approval be granted pending submission of the following:

1. A plan to meet the low and moderate income housing element of the Upper Deerfield Township Zoning and Development Ordinance;
2. Deed restrictions for review by the Board's Solicitor;
3. Certification by Seabrook Water Company that the water system is still adequate to supply the proposed development;

- 4. By-laws for a homeowner's association for review and approval by the Board Solicitor;
- 5. Correction of miscellaneous plan details as noted in the Staff's report dated October 21, 1998.

**NOW, THEREFORE, BE IT RESOLVED**, on this 19th day of October, 1998, by the Upper Deerfield Township Planning Board that Applicant is hereby denied final subdivision approval at this time, due to the number of outstanding details, documents and approvals of outside agencies.

**CERTIFICATION**

I, BRUNO A. BASILE, Chairman of the Upper Deerfield Township Planning Board, hereby certify that this is a true copy of a Resolution adopted on November 9th, 1998, pursuant to a meeting held and a Motion passed on October 19, 1998, at the Upper Deerfield Township Municipal Building in Seabrook, New Jersey.

ATTEST:

UPPER DEERFIELD TOWNSHIP PLANNING BOARD

\_\_\_\_\_  
ALICE JEFFERSON, Secretary

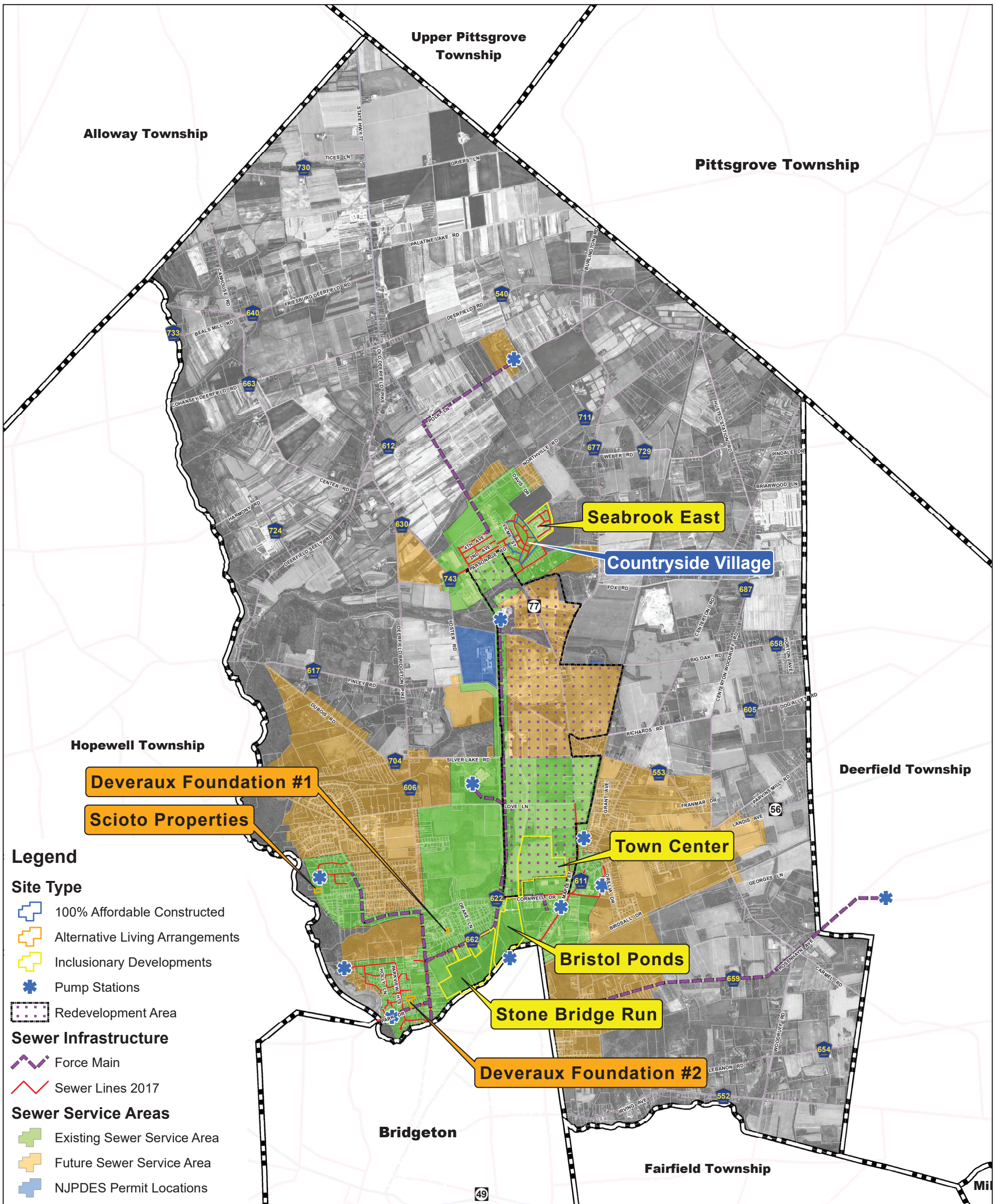
\_\_\_\_\_  
BRUNO A. BASILE, Chairman

PREPARED BY:

\_\_\_\_\_  
ELEANOR B. HANFORD, Solicitor

**APPENDIX E**  
**Affordable Housing Sites Map**





**Legend**

**Site Type**

- 100% Affordable Constructed
- Alternative Living Arrangements
- Inclusionary Developments
- Pump Stations

**Redevelopment Area**

**Sewer Infrastructure**

- Force Main
- Sewer Lines 2017

**Sewer Service Areas**

- Existing Sewer Service Area
- Future Sewer Service Area
- NJPDES Permit Locations



Sewer Service Source: Future Wastewater Service Area Cumberland County WMP SSA May 30, 2012  
 Amending The Lower Delaware Water Quality Management Area Approved by NJDEP January 15, 2016  
 Revised October 5, 2012 Revised January 20, 2016  
 Source: Cumberland County Planning/G.I.S. Cumberland County Utilities Authority City of Millville Department of Engineering  
 New Jersey Department of Environmental Protection

**Clarke Caton Hintz** ● ● ■  
 Architecture  
 Planning  
 Landscape Architecture

# Third Round Compliance/ Inclusionary Sites

LOCATION:  
 Upper Deerfield Township, Cumberland County, NJ

DATE:  
 June 2019



**APPENDIX F**  
**Resolution of Approval by**  
**the Planning Board**



**RESOLUTION NO. 10-2019**  
**UPPER DEERFIELD TOWNSHIP PLANNING BOARD**  
**MASTER PLAN AMENDMENT – HOUSING ELEMENT AND FAIR SHARE PLAN**

**WHEREAS**, the Planning Board of the Township of Upper Deerfield has the authority and responsibility, pursuant to N.J.S.A. 40:55D-25(a)(1) and N.J.S.A. 40:55D-28, to adopt and amend a Master Plan for the Township of Upper Deerfield in order to guide the use of lands within the Municipality in a manner which protects the public health and safety, and which promotes the general welfare; and

**WHEREAS**, N.J.S.A. 40:55D-28(b)(2) and (3) authorize the adoption and amendment of the land use and housing plan elements of the Master Plan; and

**WHEREAS**, at a Public Hearing advertised for June 10, 2019, and adjourned to, and held on June 17, 2019, the Planning Board considered amendments to the Housing Element and Fair Share Plan of the Master Plan, as prepared and presented by Brian M. Slauch, PP, AICP of Clarke Caton Hintz, PC; and

**WHEREAS**, the Planning Board, at the conclusion of the Public Hearing voted to adopt the aforesaid Master Plan amendments, and now seeks to memorialize that action;

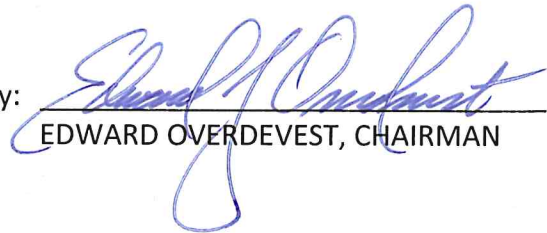
**NOW THEREFORE BE IT RESOLVED** by the Planning Board of the Township of Upper Deerfield, on this 17<sup>th</sup> day of June, 2019, that this Resolution memorializes the adoption of the above-referenced amendments to the Township's Master Plan.

**BE IT FURTHER RESOLVED** that a Certified copy of this Resolution be furnished to the Township Committee of the Township of Upper Deerfield, and Notice of this action be advertised as required by Law.

The undersigned, Chairman of the Upper Deerfield Township Planning Board, hereby certifies that the above is a true copy of a Resolution adopted by said Board on June 17, 2019 to memorialize action taken on that same date.

**TOWNSHIP OF UPPER DEERFIELD  
PLANNING BOARD**

By:



---

EDWARD OVERDEVEST, CHAIRMAN

ATTEST:



---

VICKI VAGNARELLI, SECRETARY

**APPENDIX G**  
**Resolution of Endorsement by**  
**the Township Committee**

**TOWNSHIP OF UPPER DEERFIELD**

**RESOLUTION 19-156**

**ENDORISING THE THIRD ROUND HOUSING PLAN ELEMENT AND FAIR SHARE PLAN AND AUTHORIZING AND DIRECTING SUBMISSION OF THE PLANS TO THE SUPERIOR COURT, LAW DIVISION**

**WHEREAS**, On March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from the Council on Affordable Housing (COAH) to designated Mount Laurel trial judges within the Superior Court; and

**WHEREAS**, on January 2, 2017, the Township submitted a Declaratory Judgment Action to the New Jersey Superior Court; and

**WHEREAS**, on January 22, 2019, the Honorable Anne McDonnell, P.J.Ch., issued a Court Order approving a Settlement Agreement between the Township and Fair Share Housing Center that established the Township's fair share obligation and approved the Township's compliance mechanisms; and

**WHEREAS**, the Township's and Planning Board's consultant Brian Slaugh, PP, AICP, of Clarke Caton Hintz, PC, has prepared a Third Round Housing Element and Fair Share Plan; and

**WHEREAS**, the Upper Deerfield Township Planning Board adopted on June 17, 2019, a Third Round Housing Plan Element and Fair Share Plan as being consistent with the goals and objectives of the Township of Upper Deerfield Master Plan, as guiding the use of lands in the municipality in a manner which protects public health and safety and promotes the general welfare in accordance with N.J.S.A. 40:55D-28, and as achieving access to affordable housing to meet present and prospective housing needs in accordance with N.J.S.A. 52:27D-310;

**WHEREAS**, COAH's Prior Round rules at N.J.A.C. 5:91-2.2(a), requires that the Township Committee endorse the Third Round Housing Element and Fair Share Plan adopted by the Planning Board.

**NOW THEREFORE, BE IT RESOLVED** the Township Committee of the Township of Upper Deerfield, Cumberland County, State of New Jersey, hereby endorses the Housing Element and Fair Share Plan as adopted by the Planning Board on June 17, 2019.

Moved By: John L. Daddario

Seconded By: John T. O'Neill, Sr.

**VOTING**  
James P. Crilley  
John L. Daddario  
John T. O'Neill, Sr.  
Bruce T. Peterson  
Scott Smith

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
X			
X			
X			
			X
			X

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Township Committee of the Township of Upper Deerfield, in the County of Cumberland, at a meeting thereof held August 15, 2019.



---

Roy J. Spoltore, Township Clerk

## **APPENDIX H**

# **Crediting Documentation for Group Homes**

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

Municipality: Upper Deerfield Township County: Cumberland County  
 Sponsor: Devereux Foundation Developer: \_\_\_\_\_  
 Block: 1708 Lot: 9.01 Street Address: 28 Park Drive  
 Facility Name: 28 Park Drive

<p><b>Section 1: Type of Facility:</b></p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (<b>not eligible</b> 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><b>Section 2: Sources and amount of funding committed to the project :</b></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><b>Section 3: For all facilities other than permanent supportive housing:</b></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><b>Section 4: For permanent supportive housing:</b></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><b>Section 5:</b></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><b>Section 6:</b></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>11/98</u></p> <p>Current License Date: <u>11/18</u></p>
<p><b>Section 7:</b></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><b>Section 8: The following verification is attached:</b></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><b>Section 9:</b></p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Population Served (describe): <u>Dually Diagnosed</u> <u>Developmental Disabilities</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><b>Section 10: Affirmative Marketing Strategy (check all that apply):</b></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: [Signature] Date: 5/9/19

Project Administrator

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_

Municipal Housing Liaison



PURCHASE MONEY MORTGAGE

MORTGAGE made this Sixteenth day of November, 1998,  
between the Mortgagor, Devereux Foundation

\_\_\_\_\_ ,  
and the Mortgagee, the State of New Jersey, Department of Human  
Services, 222 South Warren Street, Capital Place 1,  
Trenton, New Jersey. 08625

WHEREAS the Mortgagor is indebted to the Mortgagee in the  
sum of One hundred and sixty seven thousand, six hundred dollars  
(\$ 167,600.00 ), which indebtedness is evidenced by a promissory  
note dated July 7, 1998, and by a certain agreement dated  
July 7, 1998;

THEREFORE to secure the indebtedness of \$ 167,600.00  
lawful money of the United States, to be paid in accordance with  
the aforesaid agreement, the Mortgagor does hereby mortgage the  
following described property located in the city of  
Bridgeton, County of Cumberland,  
State of New Jersey, and more particularly described in Exhibit A  
annexed hereto and made a part hereof, the aforesaid property being  
designated as Block One hundred ten ( 110 ), Lot Fifty eight, point zer  
( 58.05 ), on the tax map of said Bridgeton, and having  
a street address of 31 Park Avenue, Bridgeton, New Jersey 08302



Upon default by the Mortgagor in the performance of any term, provision or requirement of the aforesaid agreement of July 7, 1998, or upon no-fault termination of said agreement pursuant to Section 8.01 thereof, the entire amount of this mortgage shall, at the option of the Mortgagee, immediately become due and payable. Alternatively, upon Mortgagor default or upon no-fault termination of the agreement of July 7, 1998, the Mortgagee may exercise other options as set forth in Section 5.02 of said agreement.

The Mortgagor agrees that if default shall be made in any term, provision or requirement of the agreement of July 7, 1998, the Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises and to operate same in accordance with the aforesaid agreement.

The Mortgagor shall keep the building or buildings and improvements now on said premises, or that may hereafter be erected thereon, in good and substantial repair, and, upon failure to do so, the whole indebtedness secured and represented by this mortgage and the note accompanying same shall, at the option of the Mortgagee, become immediately due and payable; and also the Mortgagee may enter upon the premises and repair and keep in repair the same, and the expense thereof shall be added to the sum secured hereby.

In the event that the aforesaid property is condemned, the proceeds of any award for damages, direct as well as consequential, or the proceeds of any conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee.

IN WITNESS HEREOF, the Mortgagor has hereto set its hand and seal the day and year first written above.

Devereux Foundation  
Devereux New Jersey Center for Autism

Agency Name (Mortgagor)

BY: Vincent Winterling, Ed.D. L.S.

ATTEST:

Linda Spellacy L.S.  
Secretary

State of New Jersey, County of Cumberland ss.: Be it Remembered,  
that on November 16, 1998, before me, the subscriber,  
Valerie A. Carter  
personally appeared Linda Spellacy

who, being by me duly sworn on her oath, deposes and makes proof to  
my satisfaction, that she is the Secretary of  
Devereux New Jersey Center for Autism, the agency named in the  
within Instrument; that Vincent Winterling, Ed.D.  
is the chief executive officer of said agency; that the execution,  
as well as the making of this Instrument, has been duly authorized by  
a proper resolution of the governing body of the said agency; that  
deponent well knows the seal of said agency; and that the seal affixed  
to said Instrument is the proper seal and was thereto affixed and said  
Instrument signed and delivered by said chief executive officer as an  
for the voluntary act and deed of said agency, in the presence of de-  
ponent, who thereupon subscribed her name thereto as attesting wit-  
ness.

Sworn to and subscribed before me,  
the date aforesaid.

Valerie A. Carter

Prepared by:

VALERIE A. CARTER  
Notary Public of New Jersey  
Commission Expires 10/24/2002

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

Municipality: Upper Deerfield Township  
 Sponsor: Devereux Foundation  
 Block: 1803 Lot: 6  
 Facility Name: 50 Roberts Avenue

County: Cumberland County  
 Developer: \_\_\_\_\_  
 Street Address: 50 Roberts Avenue

<p><b>Section 1: Type of Facility:</b></p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (<b>not eligible</b> 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><b>Section 2: Sources and amount of funding committed to the project :</b></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><b>Section 3: For all facilities other than permanent supportive housing:</b></p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households <u>3</u></p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p><b>Section 4: For permanent supportive housing:</b></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><b>Section 5:</b></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><b>Section 6:</b></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>10/93</u></p> <p>Current License Date: <u>10/18</u></p>
<p><b>Section 7:</b></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><b>Section 8: The following verification is attached:</b></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><b>Section 9:</b></p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Population Served (describe): <u>Dually Diagnosed</u> <u>Developmental Disabilitic</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><b>Section 10: Affirmative Marketing Strategy (check all that apply):</b></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: [Signature] Date: 5/9/15  
 Project Administrator

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Municipal Housing Liaison



PURCHASE MONEY MORTGAGE

Mortgage made this 14th day of October, 1993, between the Mortgagor, Devereux New Jersey Center for Autism, and the Mortgagee, the State of New Jersey, Department of Human Services, CN700, Capital Place One, 222 S. Warren Street, Trenton, New Jersey.

Whereas the Mortgagor is indebted to the Mortgagee in the sum of One hundred forty four thousand three hundred thirty dollars (\$144,330), which indebtedness is evidenced by a promissory note dated 12/11, 1992, and by a certain agreement dated 12/11, 1992;

Therefore to secure the indebtedness of \$144,330 lawful money of the United States, to be paid in accordance with the aforesaid agreement, the Mortgagor does hereby mortgage the following described property located in the Township of Upper Deerfield, County of Cumberland, State of New Jersey, and more particularly described in Exhibit A annexed hereto and made a part hereof, the aforesaid property being designated as Block One hundred eight and two tenths (108.2), Lot Six (6), on the tax map of said municipality, and having a street address of 50 Roberts Avenue, Bridgeton, New Jersey.

*J. E. T. Jr.*

METES AND BOUNDS

Beginning at a concrete monument found the northerly line of West Park Drive (55 feet wide) and in the division line between this land and land of Lee Bennett described in deed dated June 19, 1976 and recorded in Deed Book 1249 pg. 716 &c.; said concrete monument in further described as being North 75 degrees 55 minutes 00 seconds East, as measured along the northerly line of West Park Drive, a distance of 317.66 feet from the intersection the northerly line of West Park Drive with the easterly line of North Park Drive (50 feet wide); and running thence

1) along said division line, North 13 degrees 40 minutes 37 seconds West, a distance of 274.72 feet to a concrete monument found in the division line between this land and land of Luther Weber; and running thence

2) along the same, North 75 degrees 23 minutes 30 seconds East, a distance of 100.60 feet to a concrete monument found; and running thence

3) continuing along the same, North 23 degrees 39 minutes 02 seconds West, a distance of 25.17 feet to an iron pipe found; and running thence

4) continuing along the same, South 75 degrees 50 minutes 50 seconds West, a distance of 149.89 feet to an iron pipe found; and running thence

5) continuing along the same and along the division line between this land and land of Robert Weber, North 14 degrees 18

minutes 10 seconds West, a distance of 157.63 feet to a concrete monument found in the division line between this land and land of Paul Wulderk; and running thence

6) along the same, North 88 degrees 10 minutes 33 seconds East, a distance of 55.37 feet to a nail in a concrete plug found in the division line between this land and land of Sam Wilson; and running thence

7) along the same, North 88 degrees 36 minutes 15 seconds East, a distance of 99.99 feet to a nail in a concrete plug found in the division line between this land and land of Raymond Morroni; and running thence

8) along the same, North 88 degrees 21 minutes 08 seconds East, a distance of 100.10 feet to a nail in a concrete plug found in the division line between this land and the land of Howard Uhland; and running thence

9) along the same, South 89 degrees 37 minutes 03 seconds East, a distance of 130.72 feet to an iron pipe found in the division line between this land and land of Leroy Gale; and running thence

10) along the same, South 15 degrees 01 minutes 11 seconds East, a distance of 69.72 feet to an iron pipe found in the division line between this land and land of Walter Vohland; and running thence

11) along the same and along the division line between this land and land of Diana Beck, South 75 degrees 56 minutes 14 seconds West, a distance of 176.47 feet to an iron pipe found in the division line between this land and land of Diana Beck; and

East, a distance of 50.00 feet to an iron pipe found; and running thence

13) continuing along the same, South 75 degrees 54 minutes 30 seconds West, a distance of 30.00 feet to a concrete monument found; and running thence

14) continuing along the same, South 14 degrees 26 minutes 10 seconds East, a distance of 250.34 feet to a concrete monument found in the northerly line of West Park Drive; and running thence

15) along the same, south 75 degrees 55 minutes 00 seconds West, a distance of 120.00 feet to the point and place of beginning.

Containing 1.785 acres of land more or less.

Being the same land and premises which Mildred Wolfe Holding, by deed dated July 9, 1975 and recorded in the Cumberland County Clerk's Office in Deed book 1237 pg. 1152 &c., granted and conveyed to Curtis L. Ledbetter and Joan A. Ledbetter, husband and wife.

Known as Lot 9.01 in Block 103 on the Tax Map of the Township of Upper Deerfield.

- 2 -

Upon default by the Mortgagor in the performance of any term, provision or requirement of the aforesaid agreement of 12/11, 1992, or upon no-fault termination of said agreement pursuant to Section 8.01 thereof, the entire amount of the mortgage shall, at the option of the Mortgagee, immediately become due and payable. Alternatively, upon Mortgagor default or upon no-fault termination of the agreement of 12/11 1992, the Mortgagee may exercise other options as set forth in Section 5.02 of said agreement.

The Mortgagor agrees that if default shall be made in any term, provision or requirement of the agreement of 12/11, 1992, the Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises and to operate same in accordance with the aforesaid agreement.

The Mortgagor shall keep the building or buildings and improvements now on said premises, or that may hereafter be erected thereon, in good and substantial repair, and, upon failure to do so, the whole indebtedness secured and represented by this mortgage and the note accompanying same shall, at the option of the Mortgagee, become immediately due and payable; and also the Mortgagee may enter upon the premises and repair and keep in repair the same, and the expense thereof shall be added to the sum secured hereby.

In the event that the aforesaid property is condemned, the proceeds of any award for damages, direct as well as consequential, or the proceeds of any conveyance in lieu of condemnation, are hereby assigned and shall be paid to the mortgagee.



IN WITNESS HEREOF, the Mortgagor has hereto set its hand and seal the day and year first written above.

93 13447 063915

ADMITTED TO RECORD  
CUMBERLAND COUNTY, N.J.

93 NOV -3 AM 10: 09

*[Handwritten signature]*

MORTGAGE BK 171 PAGE 182

Devereux New Jersey Ctr for Autism  
Agency Name (Mortgagor)

BY: Vincent Winterling L.S.  
Vincent Winterling, Chief Executive Officer

ATTEST:  
Linda Spellacy L.S.  
Secretary  
Linda T. Spellacy

State of New Jersey, County of Cumberland ss.: Be it Remembered,  
that on October 28, 19 93, before me, the subscriber,  
Valerie A. Carter  
personally appeared Linda Spellacy

who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Secretary of Devereux New Jersey Center for Autism, the agency named in the within Instrument; that Vincent Winterling is the chief executive officer of said agency; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the governing body of the said agency; that deponent well knows the seal of said agency; and that the seal affixed to said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said chief executive officer as and for the voluntary act and deed of said agency, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn to and subscribed before me,  
the date aforesaid

Valerie A Carter

October 28, 1993

By: Valerie A. Carter  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 1, 1997

*[Handwritten signature]*  
The Devereux Foundation  
186 Broadview Rd.  
Ridgeon, NJ 08302

**APPENDIX I**  
**Executed Developer's Agreement**  
**for Seabrook East**

# Tedesco & Gruccio

## *Attorneys at Law*

Rocco J. Tedesco, Esquire  
Michael J. Gruccio, Esquire  
Dante J. Romanini, Esquire

727 Landis Avenue  
PO Box 1327  
Vineland, NJ 08362-1327  
Phone: 856-696-1500  
Fax: 856-692-7714  
Email: [dromanini@tgrlaw.com](mailto:dromanini@tgrlaw.com)

December 11, 2018  
Via email and regular mail

Keith A. Davis, Esq.  
Nehmad Perillo & Davis, PC,  
4030 Ocean Heights Avenue  
Egg Harbor Township, NJ 08234

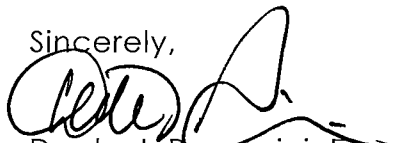
Re: Seabrook East Development  
Upper Deerfield Township  
Developer's Agreement

Dear Mr. Davis:

Enclosed is an original copy of the signed Developer's Agreement which has been executed by James Crilley, Mayor of Upper Deerfield Township.

Please have your client execute this agreement and provide me with a fully signed copy. Please also have your client date the agreement on the date it is signed.

Sincerely,



Dante J. Romanini, Esq.

C: Upper Deerfield Township Committee (via email)

**DEVELOPER'S AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Agreement") by and between the Township of Upper Deerfield, a municipal corporation of the State of New Jersey, having its principal offices located at 1325 Route 77, Seabrook, New Jersey 08302 ("Township"), and Land Partners of NJ, LLC, a New Jersey limited partnership, with a mailing address of P.O. Box 1, Titusville, NJ 08560 ("Developer").

**BACKGROUND**

- A. Developer is the owner of real property designated on the Upper Deerfield Township Tax Map as Block 818, Lots 1-6, Block 819, Lots 1-7, Block 820, Lots 1-31 Block 821, Lots 1-25 on the Upper Deerfield Township Tax Map (the "Subject Property").
- B. The Subject Property is approximately 28 acres and is located in the R-1 Zone.
- C. The Subject Property currently consists of 67 lots, each for the development of single-family homes. The Subject Property was originally approved for 69 lots which lots were established of record pursuant to a map filed in the Cumberland County Recorder of Deeds on November 8, 1972 as Instrument Number 002493 (the "Subdivision").
- D. The Subdivision was approved by decision issued by the Upper Deerfield Township Planning Board on June 5, 1972 (the "1972 Approval").
- E. Developer made application to the Zoning Board of Adjustment in 2004 for variance relief concerning lots established by the 1972 Approval to obtain setback variances and related variances for the construction of single-family homes on each of the lots within the Subdivision. The Developer also agreed to consolidate several of the lots to reduce the total number of lots from 69 to 67. This application resulted in an approval of the variances requested in the form of a Resolution adopted March 28, 2005 (the "2005 Approval").

F. The 2005 Approval contains the following condition: “The above approvals are subject to Upper Deerfield Township Code §98-7.2 provisions for low and moderate income housing units and the corresponding provisions of N.J.S.A. 52:27D-301 et seq., insofar as applicable.”

G. The Township has taken the position that this condition of the 2005 Approval and the generally applied “Mount Laurel Doctrine” to create a realistic opportunity for the development of affordable housing units within the community both mandate that the development of the homes within the Subdivision necessitates a set aside of seven (7) residential units to be deed restricted and reserved for low and moderate income housing. The calculation of this requirement is based on Township Ordinance §98-7.1 (now known as §405-9.) which was in effect at the time of the Amended Approval and which was referenced therein and which requires the provision of affordable units equal to 10% of the total units.

H. Developer has taken the position that the lots in question were created in 1972 well before the “Mount Laurel Doctrine” established by Southern Burlington County NAACP v. Township of Mount Laurel, 67 N.J. 151 (1975) and its progeny became law in the State of New Jersey. As such, Developer maintains that there is no legal requirement to provide low and moderate income units.

I. In lieu of disputing this affordable housing issue through litigation, the Parties have decided to amicably resolve the issue through the execution of this Developer’s Agreement which shall obligate the Developer to construct a minimum number of low and moderate income housing units within the Subdivision or off-site from the Subdivision as hereinafter described.

J. This Developer’s Agreement is intended to memorialize the above understanding and agreement concerning the Subdivision and to ensure satisfaction of all conditions thereof.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Preambles: The preambles to this Agreement are incorporated herein by reference and made a part hereof.

2. Purpose: The purpose of this Agreement is to resolve a dispute concerning the applicability of the Mount Laurel Doctrine as to this Subdivision, provide for the establishment of a minimum number of low and moderate income housing units either within the Subdivision or outside the Subdivision as set forth herein, and to provide for appropriate tax abatements or exemptions as described in this Agreement.

3. Provision of Low and Moderate Income Housing Units: Developer agrees to construct a minimum number of affordable housing units (as described herein) subject to and in accordance with the UHAC Regulations (except as noted herein) and the provisions of this Agreement as follows:

3.1 Notwithstanding any other provisions of this Agreement to the contrary, unless mutually agreed to by the Parties in a written amendment hereto, Developer has no affirmative obligation to construct the Subdivision. However in the event that the Subdivision is constructed and Developer chooses to provide affordable housing within the Subdivision as an “Inclusionary Development”, Developer shall be obligated to construct seven (7) affordable rental housing units (one very-low-income (i.e. affordable to households earning at or below 30% of median income), three low-income, and three moderate-income) within the Subdivision in accordance with N.J.A.C. 5:93-5.6 or 5:97-6.4(d) and Township Ordinance §405-9.G.

3.2 Developer has indicated that it may be in position to acquire eight (8) existing housing units outside of the Subdivision within property located in the existing Seabrook Village community, located generally along First through Fourth Avenue and School Village in Upper Deerfield Township (herein the “Off-Site Units”), within which it may propose to provide affordable housing units in lieu of the 7 units within the Subdivision referred to in subsection a above. In such event, to accommodate the Township in achieving affordable housing compliance, Developer shall be

obligated to construct an additional affordable housing unit so as to provide a minimum of eight (8) affordable housing units on such property by deed restricting those units, to be determined by Developer in negotiations with the current or future owner of the property, for low and moderate income families.. The Off-Site Units shall be “gut rehabilitations” or “reconstruction” as those terms are defined and understood in N.J.A.C. 5:93-1 et seq. or N.J.A.C. 5:97-1 et seq. respectively, and shall be deed restricted as one very-low-income (i.e. affordable to households earning at or below 30% of median income), three low-income, and four moderate-income units in accordance which such regulations, such that they will count towards the Township’s new construction affordable housing obligation. Nothing in this Agreement shall prohibit Developer from constructing more than the eight (8) affordable units set forth herein as part of the construction of Off-Site Units.

4. Design of Homes. The market rate units to be developed within the Subdivision shall be substantially similar to one of the elevations annexed hereto as Exhibit A, at the Developer’s discretion with such determinations being made during construction of the Subdivision. The architectural style and design of the low and moderate income homes shall be substantially similar to market rate units within the Subdivision if provided on-site, but adjustment shall be made to finishes, appliances and the like to facilitate the development of these units..

5. Subdivision Deemed Inclusionary: The Township acknowledges and agrees that the execution of this Agreement shall exempt Developer from the imposition of any affordable housing development fees or cost generative features.

6. Provision of Affordable Housing Units and Tax Exemption:

6.1 Provision of Affordable Housing Units Off-Site. As stated in section 3b above, Developer is desirous of providing affordable housing units off-site from the Subdivision so that all 67 lots within the Subdivision can be constructed with market rate single-family homes, for a total of 75 units on and off-site from the Subdivision. Developer has identified a minimum of eight (8) existing

residential units located on the Off-Site Units property designated above for acquisition and to deed restrict them as low and moderate income rental housing. Developer shall have six (6) months from the date of this Agreement in order to execute a contract of sale for the purchase of said Off-Site Units and 6 months thereafter to close title. If Developer acquires said units within twelve (12) months, the obligation set forth in Section 3a above shall be deemed null and void and, in lieu thereof, Developer shall be obligated to comply with Section 3b above and renovate the Off-Site Units and deed restrict them as low and moderate income units within eight (8) months after closing. The process of financing, renovating and deed restricting the off-site residential units shall be completed within two (2) years of the date of this Agreement. Developer reserves the right to petition the Township governing body for an extension of these requirements. In no instance, however, shall the provision of certificates of occupancy for the off-site units be later than required by the schedule in paragraph 6.3.

6.2 Provision of Affordable Housing Units On-Site. If Developer is unable to fulfill the obligations within the time frames set forth in Section 6.2 above, then it shall be obligated to construct seven (7) affordable housing units on-site within the Subdivision.

6.3 Schedule for Construction of Affordable Housing Units. In lieu of the requirements set forth in accordance with N.J.A.C. 5:93-5.6 or 5:97-6.4(d) (now repealed) and Township Ordinance §405-9.G, Developer shall construct the required Affordable Housing Units (Off-Site depending upon whether Developer is able to satisfy the timing restrictions of Section 6.1) pursuant to the following schedule:

- Upon construction of 34 market rate units if affordable units are provided off-site (or 30 if affordable units are provided on-site), two (2) Affordable Housing Units must be constructed with certificate of occupancy issued.
- Upon Construction of 51 market rate units if affordable units are provided off-site (or 45 if affordable units are provided on-site), three additional (3) Affordable Housing Units



must be constructed with certificate of occupancy issued.

- Prior to completion of the 60th market rate unit if affordable units are provided off-site (or the 54th if affordable units are provided on-site), three additional (3) Affordable Housing Units must be constructed Off-Site or two additional (2) Affordable Housing Units On-Site, depending upon the applicability of Section 6.1 or 6.2, with certificate of occupancy issued.

6.4 Redevelopment Township is in the process of proceeding with the identification, study and designation of the property on which the Off-Site Units are located as an Area in Need of Redevelopment pursuant to N.J.S.A. 40A:12A-1 et seq. In the event that the Township adopts the appropriate ordinances and plans to designate it as Redevelopment Area, and Developer chooses to construct the Off-Site Units in lieu of the affordable units within the Subdivision pursuant to the terms of this Agreement, Township agrees to grant a Long Term Tax Exemption and execute a Financial Agreement with Developer pursuant to N.J.S.A. 40A:20-1, et seq. concerning all site improvements, exclusive of the land assessment, made to the Property in order to demolish, repair, rehabilitate and construct the improvements and homes comprising the Off-Site Units . The term and other provisions of such Financial Agreement shall be negotiated and entered into pursuant to N.J.S.A. 40A:20-1 et seq. and the redevelopment ordinance and plan adopted by the Township.

7. Notices:

7.1 The Parties and their respective counsel agree to promptly provide each other with notice of any lawsuits, actions, governmental proceedings or administrative proceedings, whether threatened or pending, which could possibly have a material adverse impact on implementation of this Agreement.

7.2 All notices required under this Agreement shall be in writing and shall be given by facsimile, e-mail, certified mail return receipt requested or same-day or overnight delivery

service providing delivery confirmation. All notices shall be deemed received upon the date of delivery. Unless notice of a change in name or address has been provided to the other Parties, the persons and entities entitled to receive notice shall be as follows:

TO THE TOWNSHIP:                   Upper Deerfield Township  
Attn: Roy J. Spoltore, Administrator  
Municipal Building  
1325 Highway 77  
Seabrook, New Jersey 08302  
Telephone: (856) 451-3811  
Fax: (856) 451-1379  
Email: [rspoltore@upperdeerfield.com](mailto:rspoltore@upperdeerfield.com)

WITH A COPY TO:                   Rocco J. Tedesco, Esquire  
Tedesco & Gruccio  
727 Landis Avenue  
Vineland, NJ 08360  
Telephone: (856) 696-1500  
Fax: (856) 692-7714  
Email: [rtedesco@tgrlaw.com](mailto:rtedesco@tgrlaw.com)

TO DEVELOPER:                   Ron Rukenstein, Partner  
Land Partners of NJ, LLC  
PO Box 1  
Titusville, NJ 08560  
Telephone: (609) 730-8138  
Fax: (609) 730-8139  
Email: [ron@rukenstein.com](mailto:ron@rukenstein.com)

WITH A COPY TO:                   Keith A. Davis, Esquire  
Nehmad Perillo & Davis, PC  
4030 Ocean Heights Avenue  
Egg Harbor Township, NJ 08234  
Telephone: 609-927-1177  
Fax: 609-926-9721  
Email: [kdavis@npdlaw.com](mailto:kdavis@npdlaw.com)

8. Waiver: Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. The failure of any Party hereto to seek redress of violation, or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement shall not constitute a waiver thereof, and each Party hereto shall have all remedies provided herein with respect to any subsequent act that would have originally constituted a violation.

9. Successors Bound: The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors and assigns, as herein set forth.

10. Assignment: None of the Parties may assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Developer may, upon advance written notice to the Township, assign this Agreement to other existing or newly created entities that are exclusively owned or controlled by Developer, its contract purchaser(s) and/or any of Developer's principals. Township's consent shall not be unreasonably withheld.

11. Modification: This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and it may not be changed or modified orally, but only by duly authorized written instruments signed by the Parties.

12. Cooperation; Severability:

12.1 The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the application for building permits, and the defense of any challenge with regard to any of the foregoing.

12.2 The Township acknowledges that in order for Developer to construct the Subdivision, Developer has the legal right to obtain building permits to construct 67 homes within the Subdivision and no further Township approvals are required. The Township agrees to immediately issue upon execution of this Agreement unconditional zoning permits for the construction of 67 single-family homes in the Subdivision. The Township agrees to use reasonable efforts to assist Developer in

its undertakings to obtain building permits. The obligation to cooperate is subject to Developer's compliance with the terms of this Agreement and its obligation to make timely payment of all real property taxes or payments in lieu of taxes and any other relevant fees due and owing during the term hereof.

12.3 In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree, to the extent permitted by law, to fully cooperate defending any such action to uphold the validity and enforceability of this Agreement.

13. Counterparts: This Agreement may be executed simultaneously in one or more facsimile or electronic mail counterparts, each of which shall be deemed an original. Any facsimile or electronic mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.

14. Voluntary Agreement: The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possesses the authority to sign this Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

15. Interpretation: Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

16. Schedules: Any and all Exhibits annexed to this Agreement are hereby made a part of

this Agreement by this reference thereto. Any and all Exhibits now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

17. Further Assurances: Each Party shall execute and deliver to the other all such other future instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to any other party the full and complete enjoyment of its rights and principles hereunder.

18. Entire Agreement: This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

19. Effective Date: Anything herein contained to the contrary notwithstanding, the effective date ("Effective Date") of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

20. Captions: The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

21. Default: In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey,

including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief, by way of a motion for enforcement of litigant's rights.

22. Notice of Actions: The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware which may affect the provisions of this Agreement.

23. Construction, Resolution of Disputes: This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Cumberland County. Service of any complaint may be affected consistent with the terms hereof for the delivery of "Notices," as defined in Article 7. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

24. Conflict of Interest: 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 this Agreement which is prohibited by law, absent the need to invoke the rule of necessity.


**THE REMAINDER OF THIS PAGE IS PURPOSEFULLY BLANK**

IN WITNESS WHEREOF, the Parties have duly executed this Developer's Agreement as of the day and year first written above.

Attest:

THE TOWNSHIP OF UPPER DEERFIELD

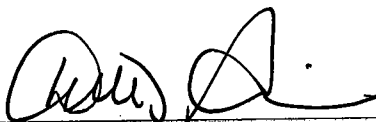
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
Name: JAMES P CRILLY  
Title: MAYOR

State of New Jersey :

County of Cumberland<sup>SS</sup>

Be it remembered on this 6th day of December, 2018 before me, the subscriber, a notary public/attorney-at-law of the of New Jersey, James Crilly personally appeared to me, known to be the Mayor of the Township of Upper Deerfield, Cumberland County, New Jersey, mentioned in the within instrument, to which I first made known the contents thereof and thereupon he/she did acknowledge that he/she signed, sealed and delivered the same as his/her voluntary act and as authorized by the Moorestown governing body.

  
NOTARY PUBLIC  
Attorney at Law of NJ

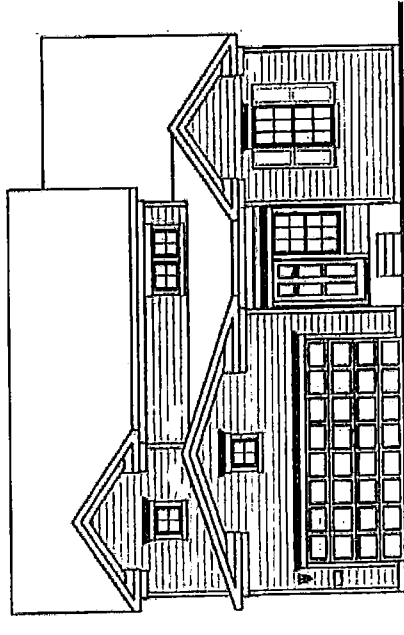
ADDITIONAL SIGNATURE(S) TO FOLLOW ON THE NEXT PAGE



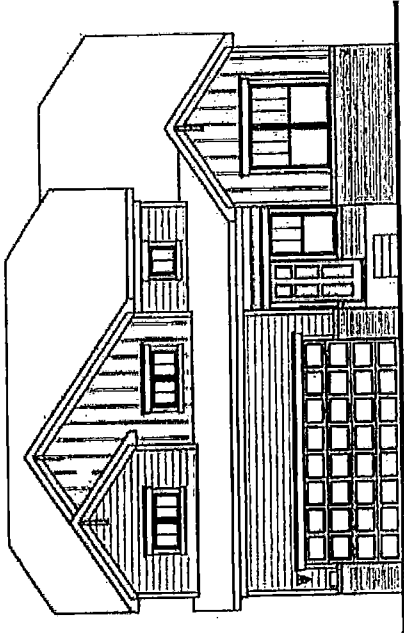


**Exhibit "A"**

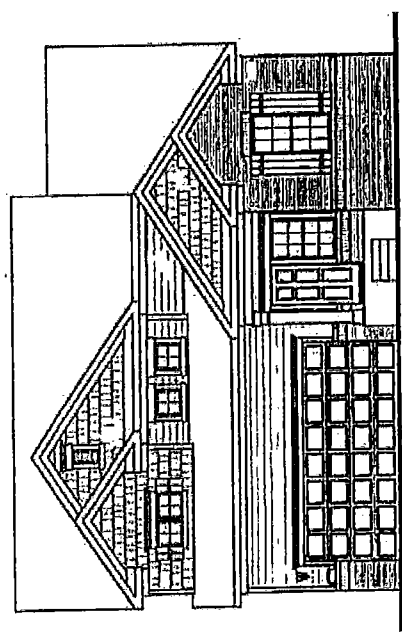
Developer's Agreement  
Between Township of Upper Deerfield ("Township")  
and Land Partners of NJ, LLC ("Developer")  
Block 818, Lots 1-6; Block 819, Lots 1-7;  
Block 820, Lots 1-31; Block 821, Lots 1-25  
Upper Deerfield Township, New Jersey  
Dated: \_\_\_\_\_, 2018



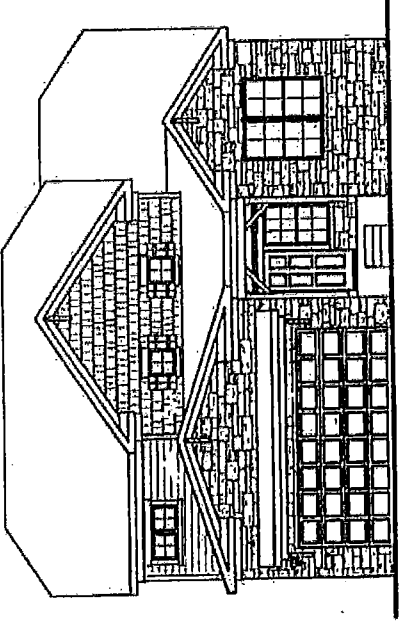
Front Elevation 'A'  
SCALE: 1/8" = 1'-0" (SEE PLAN)



Front Elevation 'B'  
SCALE: 1/8" = 1'-0" (SEE PLAN)

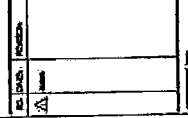


Front Elevation 'C'  
SCALE: 1/8" = 1'-0" (SEE PLAN)



Front Elevation 'D'  
SCALE: 1/8" = 1'-0" (SEE PLAN)

**D. R. HORTON**  
*America's Builder*



PROJECT  
Split Level  
Oakton  
'D914'

North Region  
DATE: 08-04-18

QUICK VIEW  
DATE: 08-04-18

DATE: 08-04-18

0.2

**D. R. HORTON**  
*American's Builder*

DATE	REVISION
1/18/11	

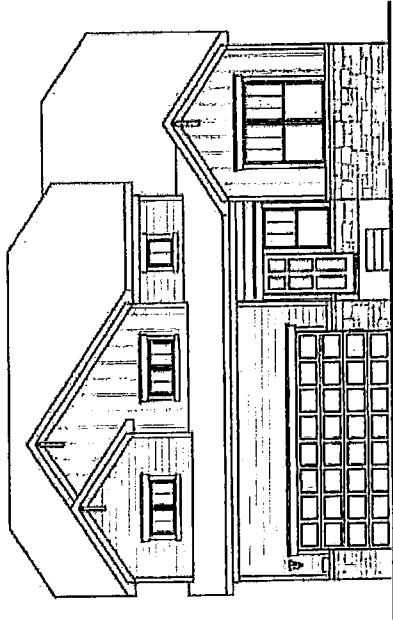
**Split Level  
Oakton  
'D414'**

**North Region**  
PROJECT # 08D-047102

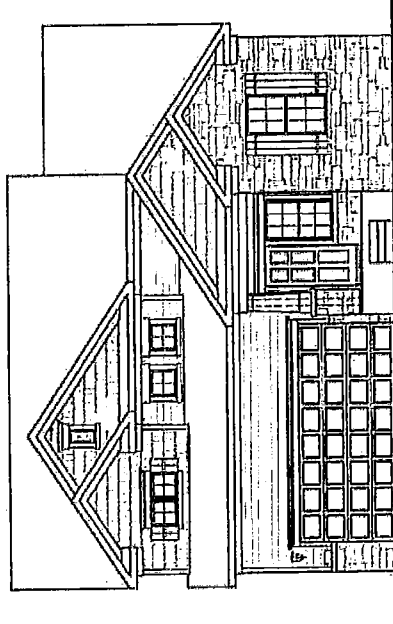
QUICK VIEW

DATE PLOTTED  
January 18, 2011

0.3



**Front Elevation 'E'**  
WALL FINISH: ALUMINUM VINYL Siding



**Front Elevation 'F'**  
WALL FINISH: ALUMINUM VINYL Siding

NO. 1000	REVISIONS
1	DATE

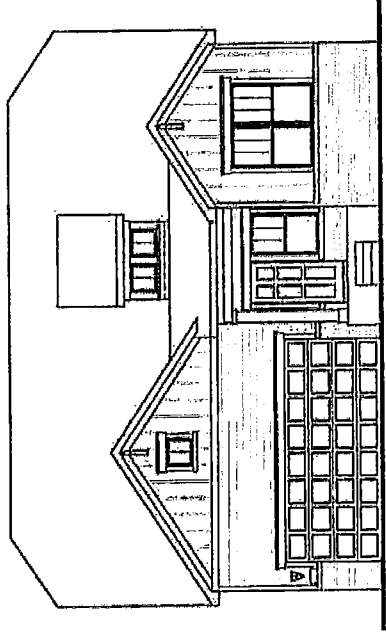
PROJECT  
Split Level  
Dogwood  
'D413'

North Region  
PROJECT NO. 0100-5A1100

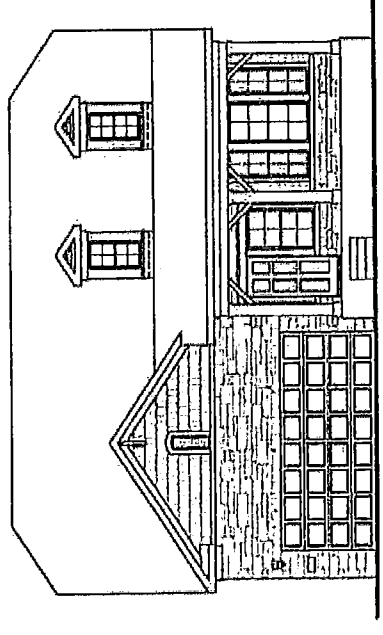
DATE  
QUICK VIEW

DATE  
JANUARY 16, 2018

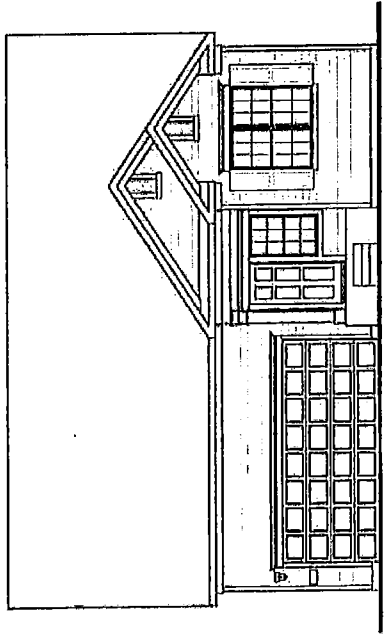
0.2



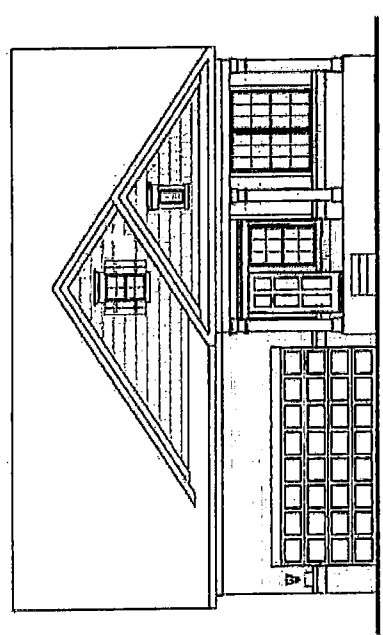
Front Elevation 'B'  
SCALE: 1/4" = 1'-0" AT 2700' LEVEL. 1/8" = 1'-0" AT 0' LEVEL.



Front Elevation 'D'  
SCALE: 1/4" = 1'-0" AT 2700' LEVEL. 1/8" = 1'-0" AT 0' LEVEL.



Front Elevation 'A'  
SCALE: 1/4" = 1'-0" AT 2700' LEVEL. 1/8" = 1'-0" AT 0' LEVEL.



Front Elevation 'C'  
SCALE: 1/4" = 1'-0" AT 2700' LEVEL. 1/8" = 1'-0" AT 0' LEVEL.

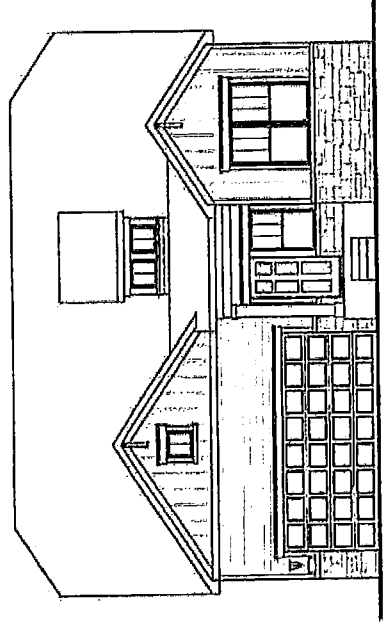
**D.R. HORTON**  
*America's Builder*

NO. 1000	REVISED
DATE	BY

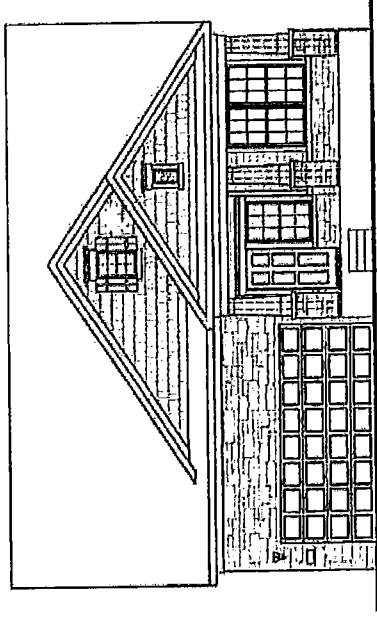
**Split Level  
Dogwood  
'D413'**

**North Region**  
PLANETS: 6810-0413D

QUICK VIEW  
DATE: 1/18/18  
REVISED: 1/18/18  
SCALE: 1/8" = 1'-0"  
SHEET NO. **0.3**



**Front Elevation F'**  
SCALE: 1/8" = 1'-0" (SEE PLAN FOR DIMENSIONS)



**Front Elevation F'**  
SCALE: 1/8" = 1'-0" (SEE PLAN FOR DIMENSIONS)

NO. 1000 - 100000	DATE
1	1/23/18

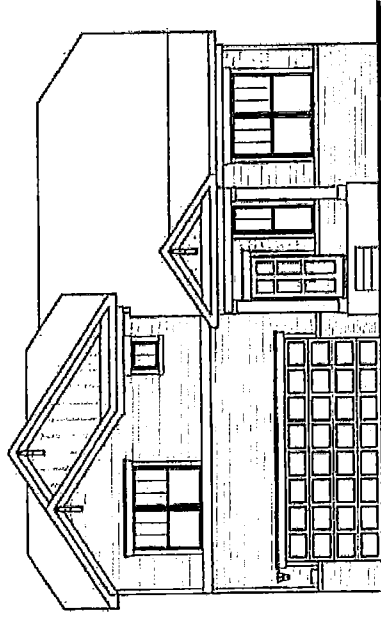
PROJECT NAME  
Split Level  
Chestnut  
'D416'

North Region  
PROJECT NO. 010-04710

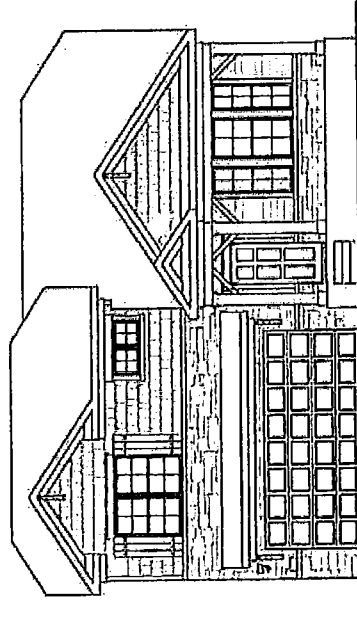
QUICK VIEW

DATE  
February 29, 2018

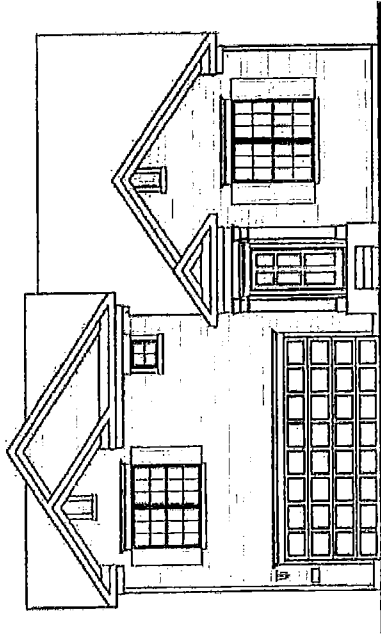
SCALE  
0.2



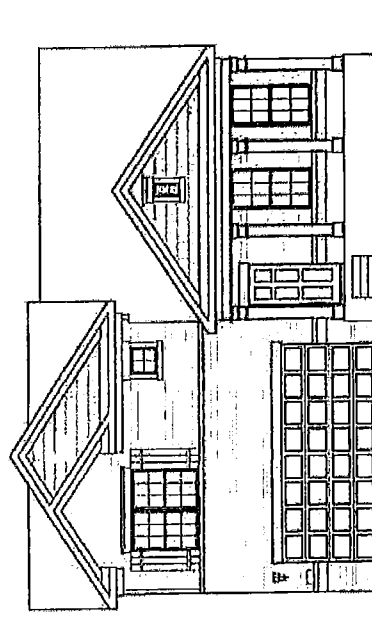
Front Elevation 'B'  
SCALE: 1/8" = 1'-0" (AS SHOWN) 1/8" = 1'-0" (AS SHOWN)



Front Elevation 'D'  
SCALE: 1/8" = 1'-0" (AS SHOWN) 1/8" = 1'-0" (AS SHOWN)



Front Elevation 'A'  
SCALE: 1/8" = 1'-0" (AS SHOWN) 1/8" = 1'-0" (AS SHOWN)



Front Elevation 'C'  
SCALE: 1/8" = 1'-0" (AS SHOWN) 1/8" = 1'-0" (AS SHOWN)

NO. 1000	PROJECT
DATE	DATE
BY	BY

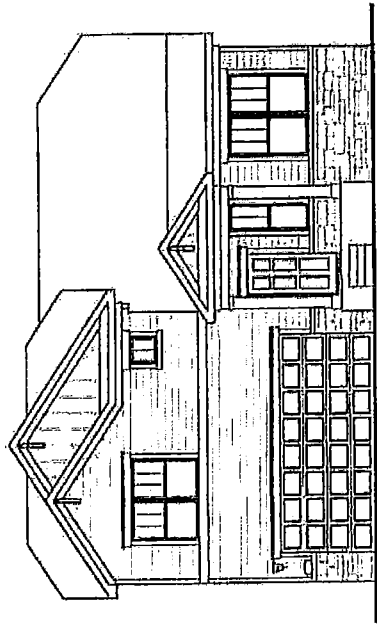
SPRINT Level  
Chestnut  
'0416'

North Region  
PROJECT: GPO-64110

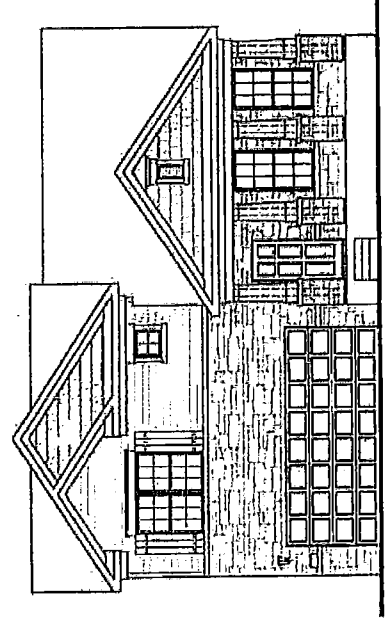
QUICK VIEW

February 28, 2018

0.3



Front Elevation 'E'  
Scale: 1/8" = 1'-0"



Front Elevation 'F'  
Scale: 1/8" = 1'-0"

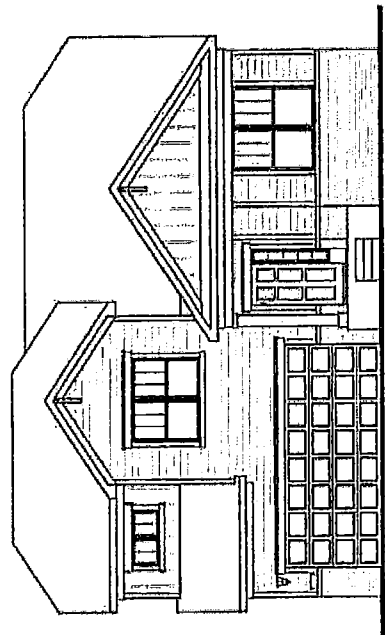
NO. 1000	1000-0000
NO. 1000	1000-0000
NO. 1000	1000-0000

Split Level  
Bayberry  
'D415'

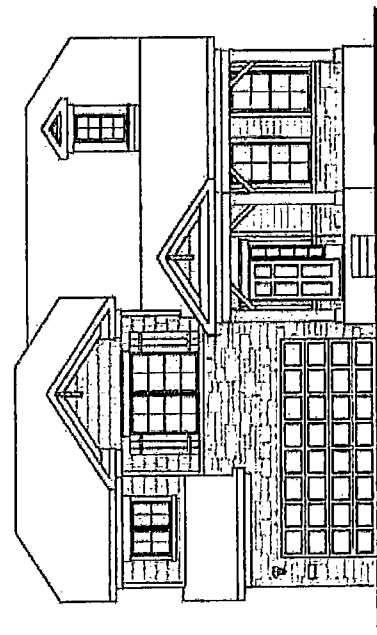
North Region  
Product: 900-64710

QUICK VIEW

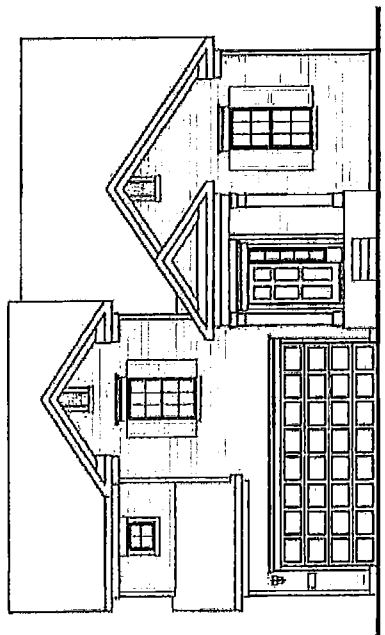
January 15, 2015  
0.2



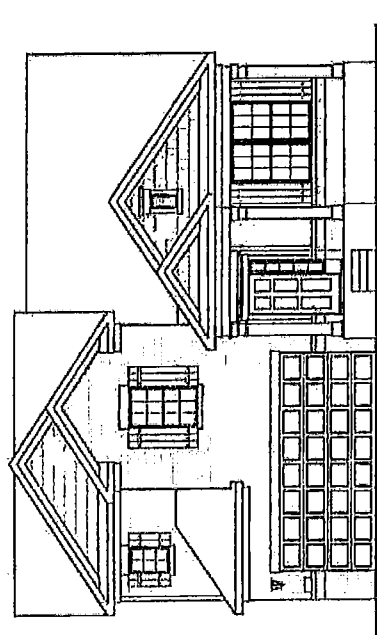
Front Elevation 'B'  
WALL FINISH: 22501-10001 FINISH: 22501-10001



Front Elevation 'D'  
WALL FINISH: 22501-10001 FINISH: 22501-10001



Front Elevation 'A'  
WALL FINISH: 22501-10001 FINISH: 22501-10001



Front Elevation 'C'  
WALL FINISH: 22501-10001 FINISH: 22501-10001

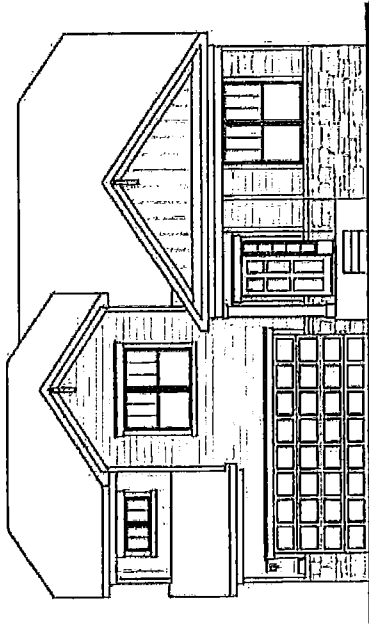
NO. 1000	REVISED
DATE	BY

**Split Level  
Bayberry  
'D415'**

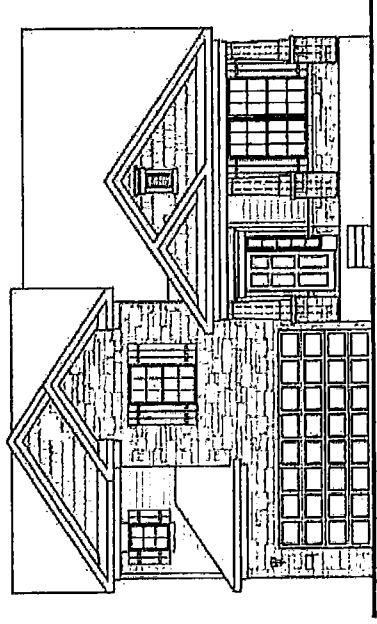
**North Region  
980-647-1100**

**QUICK VIEW**

January 18, 2019  
**0.3**



**Front Elevation 'F'**  
SPLIT LEVEL BAYBERRY 'D415'

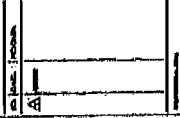


**Front Elevation 'F'**  
SPLIT LEVEL BAYBERRY 'D415'





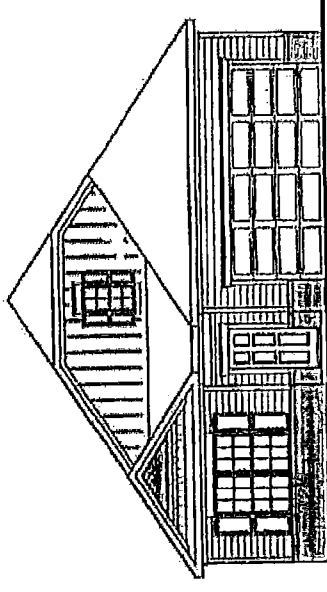
**D. R. HORTON**  
*America's Builder*



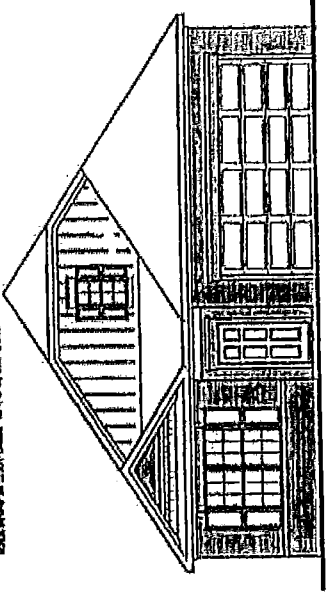
40' Series  
Arlington  
F400

Seabrook  
North Region  
813-686-2222

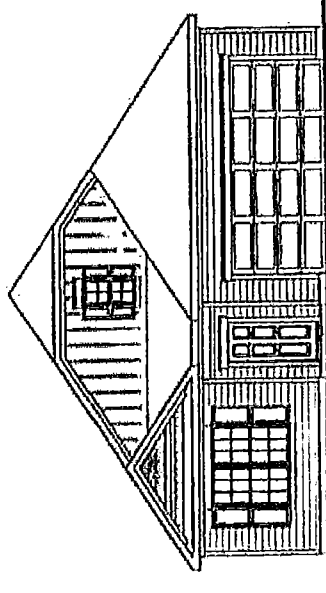
BL - VIEW - B  
February 9, 2018  
0.2-B



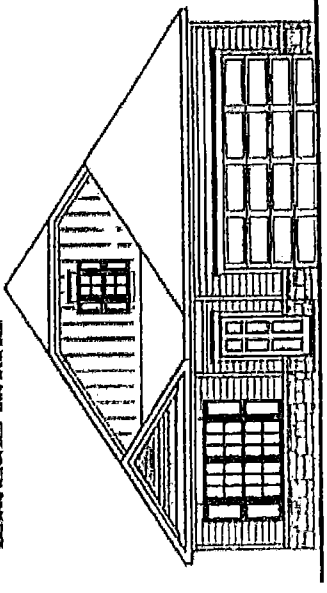
Front Elevation B-2'



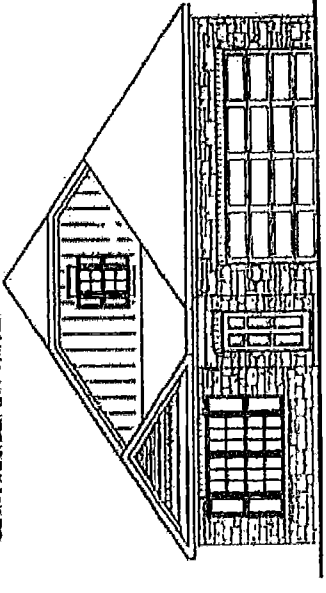
Front Elevation B-4'



Front Elevation B-1'



Front Elevation B-3'



Front Elevation B-5'



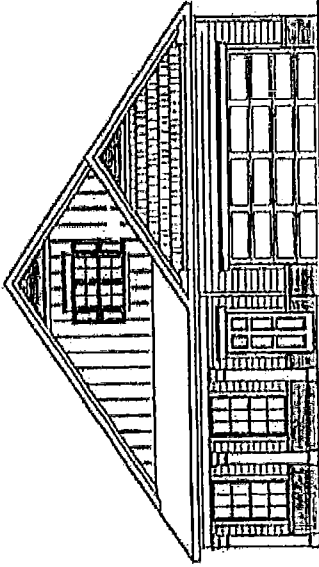
407 Series  
Arlington  
F4907

Sheboygan  
North Region  
www.drhorton.com 817-444-2222

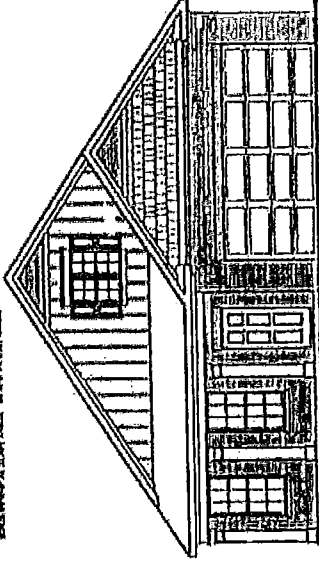
1  
2  
3  
QUICK VIEW - 7'

February 01, 2015

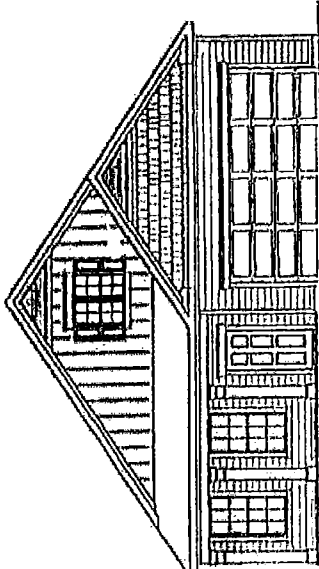
0.2-C



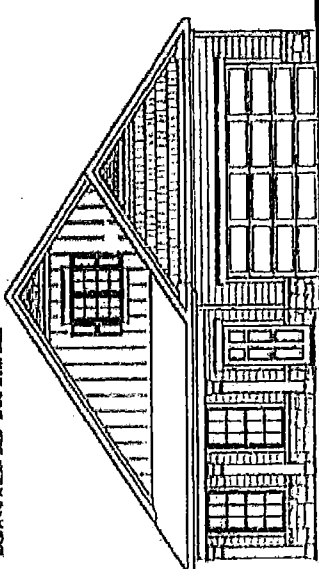
Front Elevation C-2  
SCALE: 1/8" = 1'-0" (APPROXIMATE)



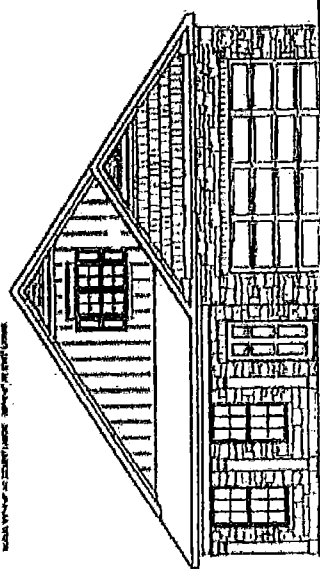
Front Elevation C-4  
SCALE: 1/8" = 1'-0" (APPROXIMATE)



Front Elevation C-1  
SCALE: 1/8" = 1'-0" (APPROXIMATE)



Front Elevation C-3  
SCALE: 1/8" = 1'-0" (APPROXIMATE)



Front Elevation C-5  
SCALE: 1/8" = 1'-0" (APPROXIMATE)

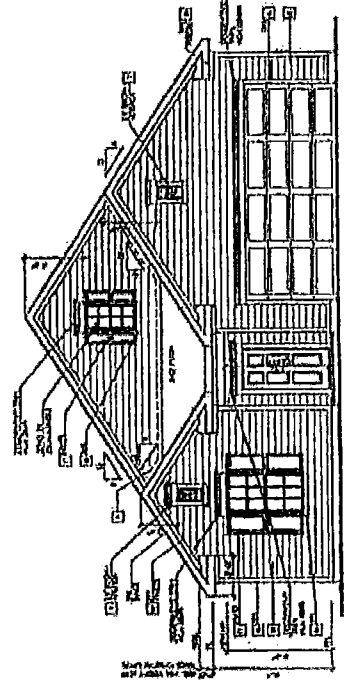
DATE	DESCRIPTION

40' Sides  
Arlington  
"P400"

Seabrook  
North Region  
1-15-2018

FRONT ELEVATION 'A-1'  
1/15/18

February 01, 2018  
1A-1



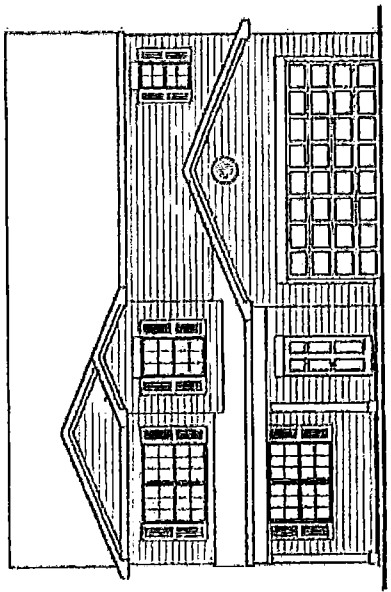
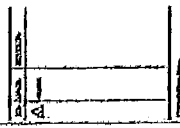
Front Elevation 'A-1'  
SCALE: 1/8" = 1'-0"

**NOTES:**

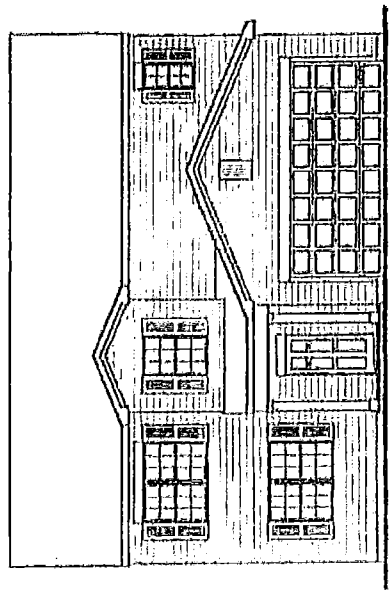
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOKS AND ALL APPLICABLE LOCAL ORDINANCES.
2. ALL MATERIALS SHALL BE NEW UNLESS OTHERWISE NOTED.
3. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
4. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
5. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
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12. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
13. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
14. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
15. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
16. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
17. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
18. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
19. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
20. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

**KEY NOTES:**

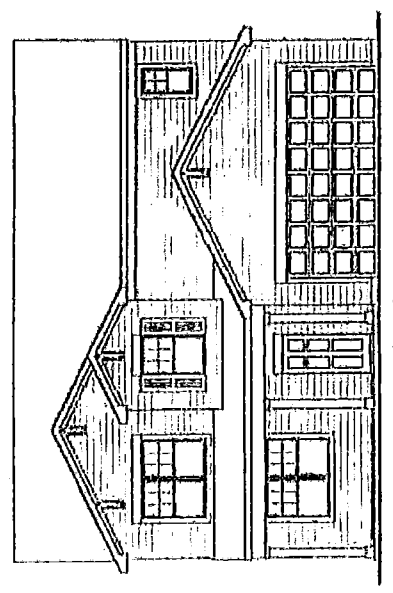
1. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
3. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
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5. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
6. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
7. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
8. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
9. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
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12. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
13. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
14. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
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16. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
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19. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
20. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.



**Front Elevation 'B-1'**  
Scale: 1/8" = 1'-0"

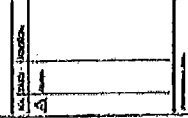


**Front Elevation 'A-1'**  
Scale: 1/8" = 1'-0"



**Front Elevation 'C-1'**  
Scale: 1/8" = 1'-0"

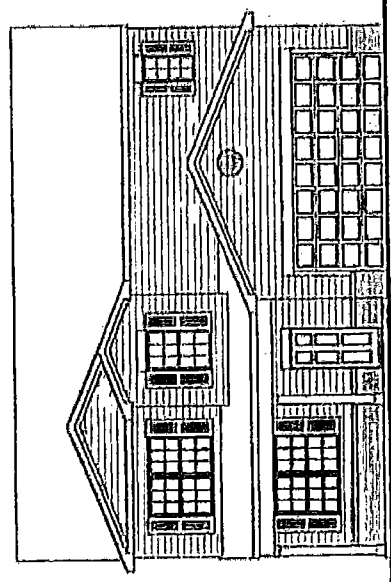
**D·R·HORTON**  
*American Dream*



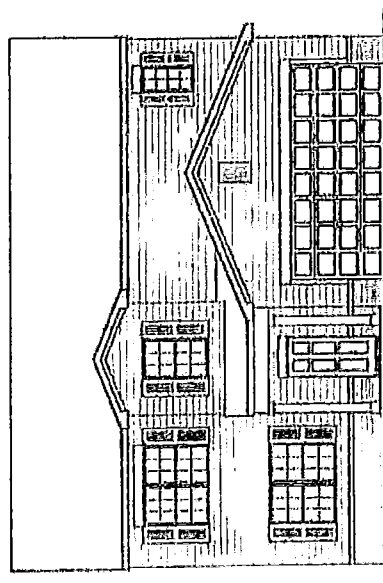
Model No.  
**40' Series**  
**Elberbe**  
**X405**

Seabrook  
North Region  
Model No. 40-405

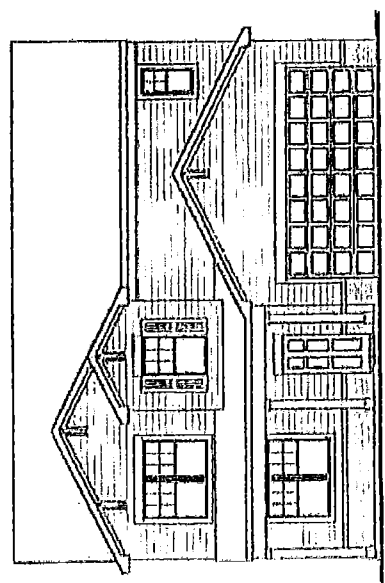
DATE  
**QUICK VIEW**  
DATE  
**February 01, 2018**  
SCALE  
**0.3**



**Front Elevation B-2'**  
SCALE: 1/8" = 1'-0" (APPROX.)

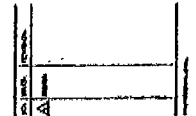


**Front Elevation A-2'**  
SCALE: 1/8" = 1'-0" (APPROX.)



**Front Elevation C-2'**  
SCALE: 1/8" = 1'-0" (APPROX.)

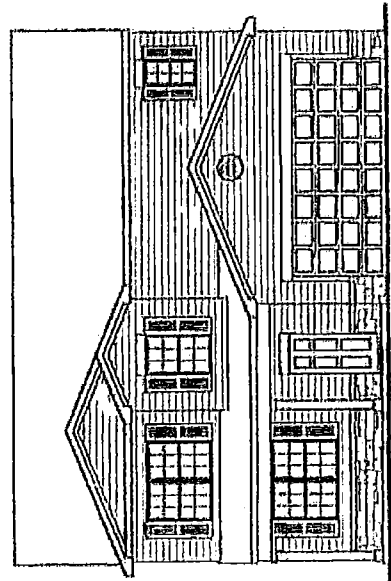
**D-R-HOHN**  
*Michigan's Builders*



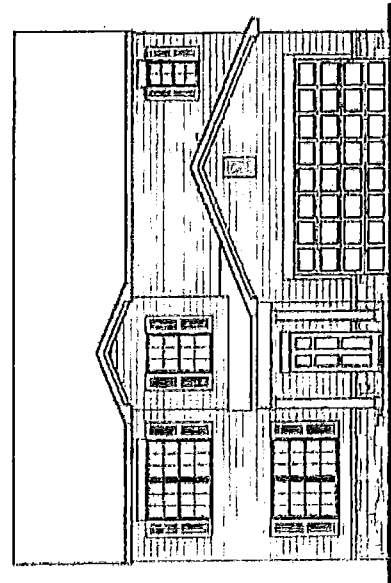
40' Series  
 Ellerbe  
 X405

Seabrook  
 North Region  
 2018-2019

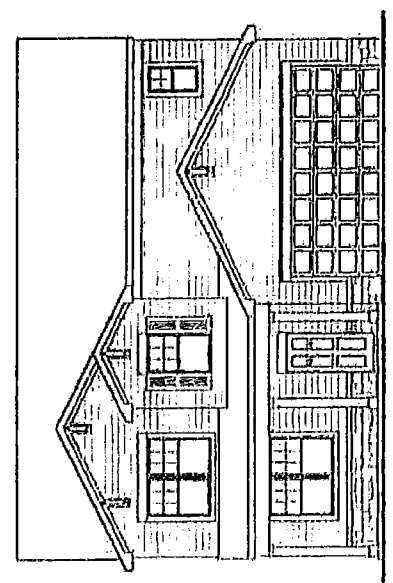
February 01, 2018  
 0.4



**Front Elevation 'B-3'**  
 SCALE: 1/8" = 1'-0"



**Front Elevation 'A-3'**  
 SCALE: 1/8" = 1'-0"

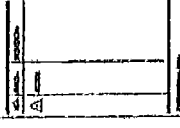


**Front Elevation 'C-3'**  
 SCALE: 1/8" = 1'-0"





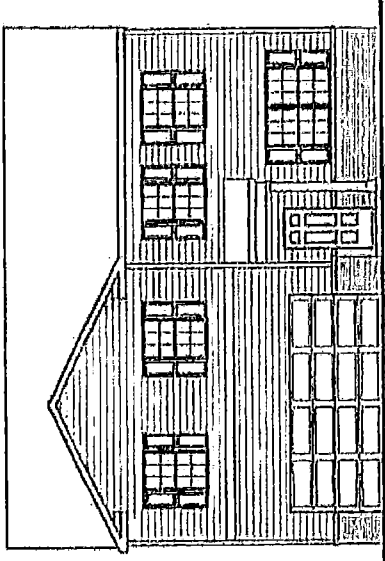
**D. R. HOBSON**  
Architects & Builders



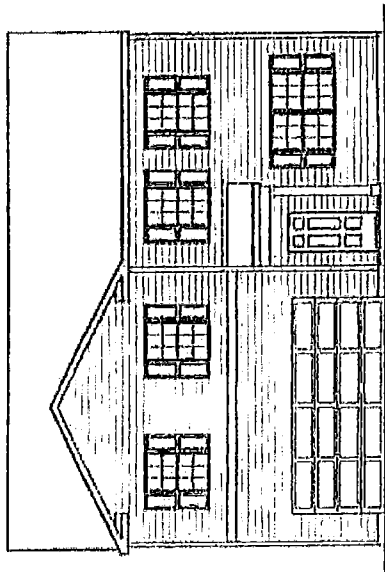
4th Series  
Galton  
"X413"

Seabrook  
North Region  
www.rps.com

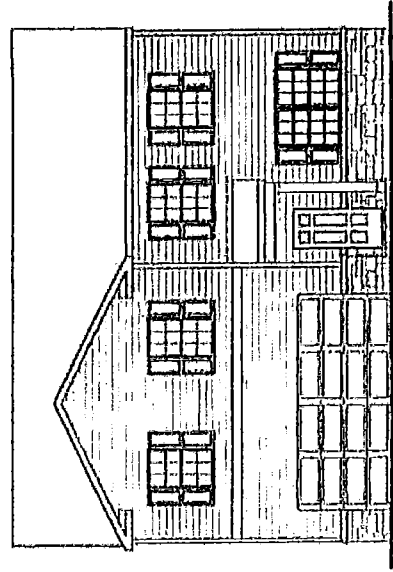
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February 01, 2019  
0.2-A



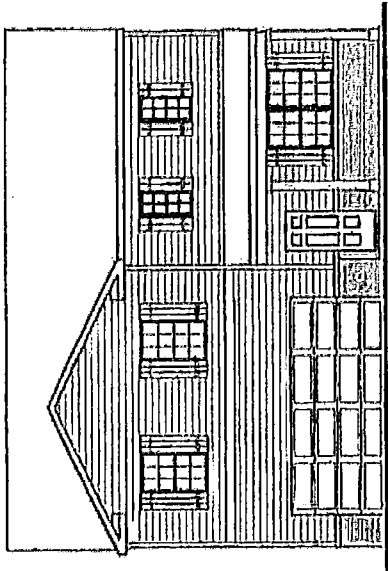
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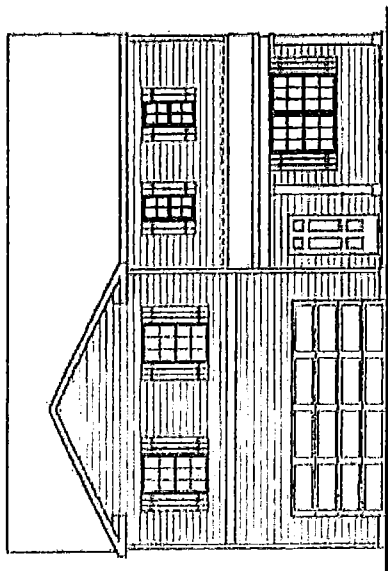
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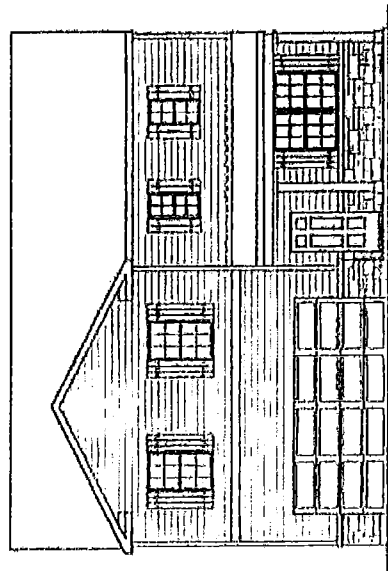
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Front Elevation B-2'

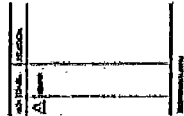


Front Elevation B-1'  
BASE PRICE \$219,900.00



Front Elevation B-3'

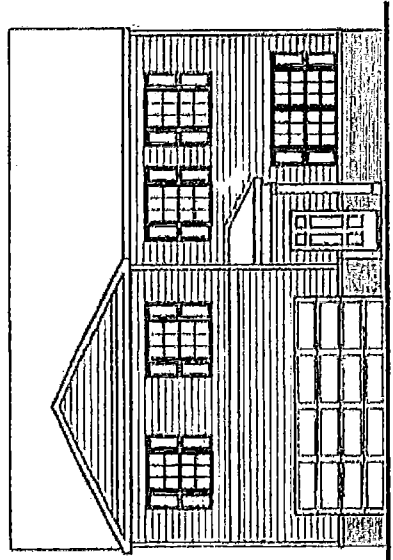
*Wentworth's Builders*  
**D. R. HORTON**



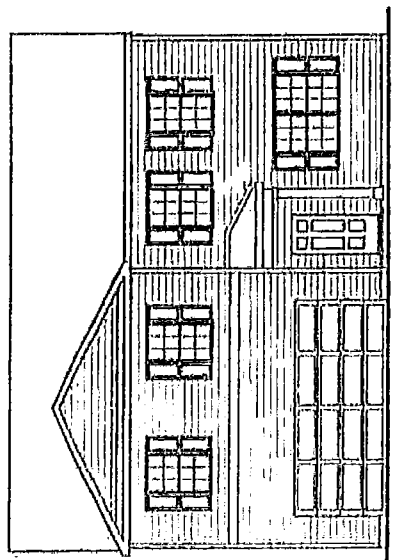
40' Series  
Gable  
7X413'

Seabrook  
North Region  
PROJECT # D-241208

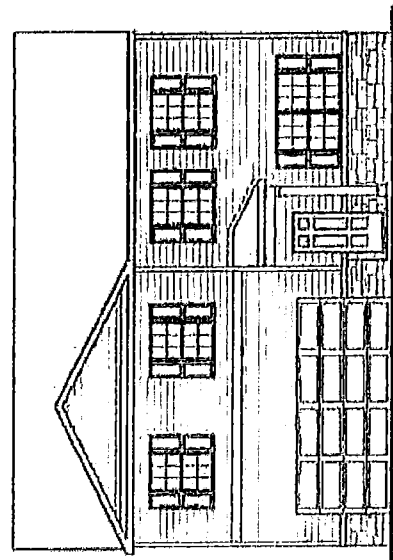
QUICK VIEW - C  
February 01, 2018  
0.2-C



**Front Elevation C-2'**  
SCALE: 1/8" = 1'-0" (AS SHOWN)

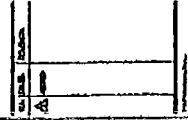


**Front Elevation C-1'**  
SCALE: 1/8" = 1'-0" (AS SHOWN)



**Front Elevation C-3'**  
SCALE: 1/8" = 1'-0" (AS SHOWN)

**D. R. HOBSON**  
*Architects & Builders*

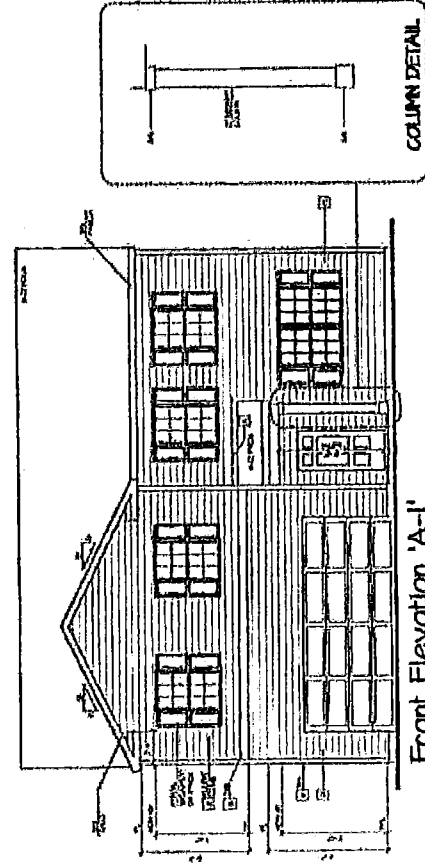


40' Series  
 Cabin  
 'X413'

Seabrook  
 North Region  
 600-44708

FRONT ELEVATION 'A-1'

February 01, 2018  
 1A-1



**Front Elevation 'A-1'**  
 Scale: 1/4" = 1'-0"

- NOTES**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
  2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT.
  3. ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE ARCHITECT.
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  20. ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE ARCHITECT.
- KEY NOTES**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
  2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT.
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  19. ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE ARCHITECT.
  20. ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE ARCHITECT.

**APPENDIX J**  
**Redevelopment Agreement for Bristol Ponds**

2018



# BRISTOL PONDS REDEVELOPMENT PLAN

September 4, 2018

TOWNSHIP OF UPPER DEERFIELD  
CUMBERLAND COUNTY, NEW JERSEY



# Bristol Ponds Redevelopment Plan Block 1901, Lots 15, 15.02, 15.03 and 16

**UPPER DEERFIELD TOWNSHIP**  
Cumberland County, NJ



*Prepared for:*  
Upper Deerfield Township Committee



David G. Roberts, AICP/PP, LLA, LEED AP ND  
NJ Planner License No. 33LI00308100

As introduced by Township Committee by Ordinance on \_\_\_\_\_, 2018  
Adopted by Township Committee by Ordinance on \_\_\_\_\_, 2018

## **TOWNSHIP COMMITTEE**

### **Mayor**

**James P. Crilley**

### **Deputy Mayor**

**John T. O'Neill, Sr.**

### **Committeeman**

**John L. Daddario**

### **Committeeman**

**Bruce T. Peterson**

### **Committeeman**

**Scott Smith**

### **Township Solicitor**

**Rocco Tedesco, Esq.**

### **Township Engineer**

**Brian Murphy, PE**

## **PLANNING BOARD**

**Edward Overdevest, Chairman**

**Russell Vanella, Vice Chairman**

**Anthony Buono, Sr.**

**Robert Comer**

**Laura Hayes**

**Kenneth Jackson**

**Terry O'Neill**

**Wayne Sabota**

**Scott Smith**

**Joseph Spoltore**

**Jack Waselik**

### **Board Secretary**

**Vicki Vagnarelli**

### **Board Planner**

**Randall E. Scheule, AICP/PP**

### **Board Engineer**

**J. Michael Fralinger, Jr., PE**

### **Board Solicitors**

**Theodore H. Ritter & Matthew Ritter, Esq.**





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**Section 1. Introduction**

The Bristol Ponds Redevelopment Area (Redevelopment Area) is comprised of Block 1901, Lots 15, 15.02, 15.03 and 16 totaling approximately 50 acres.

The Redevelopment Area is located on the south side of Cornwell Drive and abuts the Winchester Western Railroad Seabrook Farms Branch Mainline to the west, the ShopRite access drive to the east and the City of Bridgeton to the south.

On May 7, 2015, the Township Committee adopted Resolution 15-89 directing the Planning Board to conduct a study to determine whether the properties described herein qualify as an “area in need of redevelopment”. Township Committee Resolution 15-304, adopted November 5, 2015, affirmed that the study area be considered as a “Non-Condemnation Redevelopment Area” under N.J.S.A. 40A:12A-6 as amended by Chapter 159 of the Laws of 2013 approved on September 6, 2013.

As directed by the Planning Board, an Area in Need of Redevelopment Planning Report was prepared by Randall E. Scheule, AICP/PP, Board Planner, dated November 24, 2015. The Board recommended that the area met several of the criteria for designation. The Bristol Ponds Redevelopment Area was subsequently designated by Township Committee Resolution.

The investigation of the Bristol Ponds Redevelopment Study Area has identified the requisite conditions prescribed under N.J.S.A. 40A:12A-5d and other mitigating factors that are sufficient to designate the Bristol Ponds Redevelopment Area site properties as an Area in Need of Redevelopment.

**Bristol Ponds Redevelopment Area**

Block	Lot	Acres
1901	15	34.67
	15.02	1.80
	15.03	4.00
	16	9.52
	8	2.84
<b>TOTAL</b>		<b>52.83</b>

**Bristol Ponds Redevelopment Area Map**



**Figure 1: Redevelopment Area Map**



## Section 2. The Public Purpose

---

All redevelopment plans are intended by statute to advance the overall public purpose of returning unproductive or otherwise deleterious properties into productive properties that contribute to the public welfare.

The changes in the real estate market wrought by the economic recession of the mid-2000s, the coming of age of the Millennial generation and the retirement of the "Baby Boomers" has resulted in the need for a broader residential demographic to attract/sustain commercial ratables and to increase convenience to quality restaurant and entertainment venues. This Redevelopment Plan therefore envisions the Bristol Ponds Redevelopment Area as a mixed use development with multifamily residential development in the interior and retail commercial, restaurants and self-storage facilities fronting on Cornwell Drive.

While the size of site (50 acres) and its proximity to Routes 56 and 77 make it attractive for residential and commercial development, it is anticipated that the residential component will be needed to support the retail, restaurant component as a supplement to the existing market within Upper Deerfield Township and the surrounding area.

### 2.1 Goal and Objectives

---

The goal of the Bristol Ponds Redevelopment Plan is to promote the development of a compact, pedestrian-oriented residential neighborhood with access to retail and restaurant/entertainment facilities, open space and recreation facilities, and provide the opportunity for an alternative housing type offering an affordable lifestyle for empty nesters and young adults in the workforce.

The redevelopment of the Bristol Ponds Redevelopment Area is to be guided by the following objectives:

1. Promote a mix of residential, business retail commercial and entertainment uses;
2. Encourage pedestrian-oriented development at densities and intensities that will help promote interconnected uses;
3. Encourage lively, human-scaled activity areas and gathering places through the promotion of high-quality urban design;
4. Ensure that all buildings are consistent with and enhanced by high-quality streetscape amenities;
5. Accommodate off-street parking in a convenient manner that does not interfere with the rhythm of the street network and building façades.



## **Section 3. Upper Deerfield Township Master Plan**

### **3.1 Master Plan**

The following description of the Township's Master Plan was provided in the Redevelopment Investigation Report of the Bristol Ponds Redevelopment Area, prepared by Township Planner, Randall Scheule, of Scheule Planning Solutions, LLC:

*The most recent comprehensive Master Plan for the Township of Upper Deerfield was adopted in 1988. At the time of the 1988 Master Plan, it was noted that the Township was "on the brink" of major development activity.*

*The Township's 1979 Master Plan set out three major goals. These goals were acknowledged and carried forward by the 1988 Master Plan and have been reviewed and re-validated as part of the reexamination process. These three goals are the foundation for more specific goals, objectives, principles and recommendations found in the Master Plan.*

*1. The preservation of the Township's character and the physical features, both natural and man-made, from which it [the community's character] emanates and is derived.*

*2. Enhancement of the quality of life for all the community's residents through the improvement of the Township's ability to deal with development.*

*3. Innovation in and continual evaluation of the approaches and methods used for resolving the conflicts, problems and pressures in the community's evolution.*

*The 2010 Reexamination Report indicates that 75% of the Township's land area is undeveloped, and sixty (60)*

*percent is used for agricultural purposes. A mere fifteen (15) percent of the Township's area is developed as residential/urban. These conditions reinforce the need for the Township to maximize the economic potential of its commercial areas.*

*Within the context of the Master Plan goal statements, the Township seeks to maintain a well-balanced community in which to live, work and recreate in a clean and safe environment. This includes housing, business, industrial, recreation, and open space opportunities to meet the diverse needs of the citizenry's dissimilar ages, ethnic groups, and income levels. In addition, the Planning Board and the governing body seek to enhance the historical, environmental, and cultural resources of the community. Preservation of these resources is integral to maintaining the character and quality of life that is identified with the community.*

*The 1988 Master Plan Future Land Use Plan utilizes nine distinct zoning designations to describe the Township's plan for the future. The preservation of agriculture is the overriding goal of the plan. The plan also makes a conscious effort to accommodate various residential densities and assure adequate opportunities for commercial and industrial uses to provide a diverse economy and healthy tax base. The front portion of the study area is located within the Business-2 (B-2) zone; the rear portion is within the Residential-3 (R-3) zone. See Figure 3. The B-2 zone accounts for 4.2%, and the R-3 zone represents 1.9% of the Township's land area.*

*The Land Use Plan describes the business retail area as a location for stores, shops, large retail and food establishments, office, banks, and commercial recreation. These uses and their associated traffic can be easily accommodated on Cornwell Drive. The rear*





portion of the site is identified in the Master Plan as an area for high density residential development. High density residential development is described as permitting ten (10) or more units per acre within planned and cluster developments. Conventional single family dwellings are to be limited to two (2) units per acre.

In addition to the Master Plan goals described above, the Township endeavors to guide development in accord with the following objectives:

- To promote a variety of residential, commercial, industrial, recreational, public, and conservation land uses
- To preserve the residential character of neighborhoods within the Township while providing a mix of housing types and uses
- To safeguard the tax base and provide for a continuing source of employment and tax ratables through appropriate use of nonresidential land
- To encourage mixed-use development where appropriate

Within the context of these goal statements and objectives, the Township seeks to maintain a well-balanced community in which to live, work and recreate in a clean and safe environment. This includes housing, business, industrial, recreation, and open space opportunities to meet the diverse needs of the citizenry's dissimilar ages, ethnic groups, and income levels. In addition, the Planning Board and the governing body seek to enhance the historical, environmental, and cultural resources of the community. Preservation of these resources is integral to maintaining the character and quality of life that is identified with the community.

The Master Plan defines Cornwell Drive (CR 622) which fronts the study area as a collector road. Collector

roads function to promote free traffic flow and should not provide parking, deliveries, trash pickup, or access frontage to residential lots.

### 3.2 Zoning Ordinance

The following description of the zone plan was provided in the Redevelopment Investigation Report of the Bristol Ponds Redevelopment Area, prepared by Township Planner, Randall Scheule, of Scheule Planning Solutions, LLC:

The 1988 Master Plan Future Land Use Plan utilizes nine distinct zoning designations to describe the Township's plan for the future. The preservation of agriculture is the overriding goal of the plan. The plan also makes a conscious effort to accommodate various residential densities and assure adequate opportunities for commercial and industrial uses to provide a diverse economy and healthy tax base. The front portion of the study area is located within the Business-3 (B-3) zone; the rear portion is within the Residential-3 (R-3) zone. The recent amendment to the Township Code converting a portion of the B-2 zone to a B-3 zone affects the Bristol Ponds site. In addition to the retail uses permitted in the B-2 zone, the B-3 zone permits restaurants to serve alcoholic beverages, and alcoholic beverage sales, (package goods) for off-premises consumption. These uses and their associated traffic can be easily accommodated on Cornwell Drive. The rear portion of the site is identified in the Master Plan as an area for high density residential development. High density residential development is described as permitting ten (10) or more units per acre within planned and cluster developments. Conventional single-family dwellings are limited to two (2) units per acre. The access easement that has



become available on Lot 8 will improve public safety and vehicular access from Cornwell Drive to Bristol Ponds.

Permitted uses in the R-3 zone include schools, parks, churches, detached single-family dwellings, apartments and townhouses. Home occupations, rooming houses and funeral homes are permitted conditional uses. Bulk requirements in the R-3 zone vary depending upon use and sewer availability.

Located to the west of the study area beyond the railroad is an R-2 Residential zoning district. This zone encompasses a single-family neighborhood adjoining Laurel Heights Drive.

## **Section 4. Redevelopment Plan**

---

The following are the land use and development requirements for the Bristol Ponds Redevelopment Area in accordance with Section 7 of the Local Redevelopment and Housing Law (NJSA 40A:12A-7).

### **4.1 Definitions**

---

*Redevelopment Area* - The Area in Need of Redevelopment area, as defined in Section 1. Introduction of this Redevelopment Plan.

*Redevelopment Project* – shall mean any work or undertaking pursuant to this redevelopment plan; such undertaking may include any buildings, land, including demolition, clearance or removal of buildings from land, equipment, facilities, or other real or personal properties which are necessary, convenient, or desirable appurtenances, such as but not limited to streets, sewers,

utilities, parks, site preparation, landscaping, and recreational facilities.

*Brew pub* – shall mean a microbrewery licensed by the Alcohol and Beverage Commission (ABC) for purposes of batch brewing of beer combined with the service of food.

*Sports Bar* – shall mean a tavern style restaurant with a full liquor license and a sports theme presenting sporting events broadcast over video screens.

*Banquet facility* - shall mean a facility arranged and intended for large gatherings where food and beverages are served that are either prepared on-site or off-site and where patrons typically arrive and depart according to a schedule of events.

*Urgent Care* – shall mean a medical facility staffed by licensed doctors and/or nurses where urgent medical services are provided without appointment equivalent to that which is provided in a hospital emergency room.

All other terms used herein shall have the same meaning as defined in the Upper Deerfield Township Land Use Ordinance unless otherwise specified in this redevelopment plan.

### **4.2 Deviations from Plan**

---

Variation from the requirements set forth in this redevelopment plan may be necessary in certain circumstances to achieve a desirable design objective or to meet state or federal permit requirements. In conjunction with its review and approval pursuant to the Municipal Land Use Law, the Planning Board shall review the proposed site plan/subdivision plan to determine conformity with the plan deemed consistent by the Redevelopment Entity, and conformity with this



Redevelopment Plan. To the extent of any perceived inconsistency between the consistency determination by the Redevelopment Entity and the Planning Board, the consistency determination by the Redevelopment Entity shall control.

In such an instance, the Planning Board may approve a deviation from certain bulk, parking or design requirements where the Redevelopment Entity (Township Committee) has consented to the deviation from the Plan as part of their consistency review.

4.3 Redevelopment Area Land Use & Concept Plan

The Redevelopment Area is envisioned as a mixture of residential units, including affordable units for rent, commercial uses and green space that will provide high quality housing and retail and service uses for both local and regional users while protecting sensitive natural

resources. As illustrated in Figure 4, the updated Bristol Ponds Concept Plan is designed to enable a mix of complementary uses, attractive public spaces, strategically placed parking, and a safe and efficient circulation system.

The Redevelopment Area is to be developed in general accordance with the Land Use Plan in Figure 2. The acreage would be allocated as follows:

Residential	20.98 Acres
Commercial	7.12 Acres
Public	1.80 Acres
<u>Open Space</u>	<u>21.03 Acres</u>
Total	50.93 Acres

2.84 acres is due to the sharing of an access road via an easement on Block 1901, Lot 8 with the adjacent Shopping Center that was recommended by the Planning Board for inclusion in the Redevelopment Area.



Figure 2: Bristol Ponds Redevelopment Area Land Use Plan



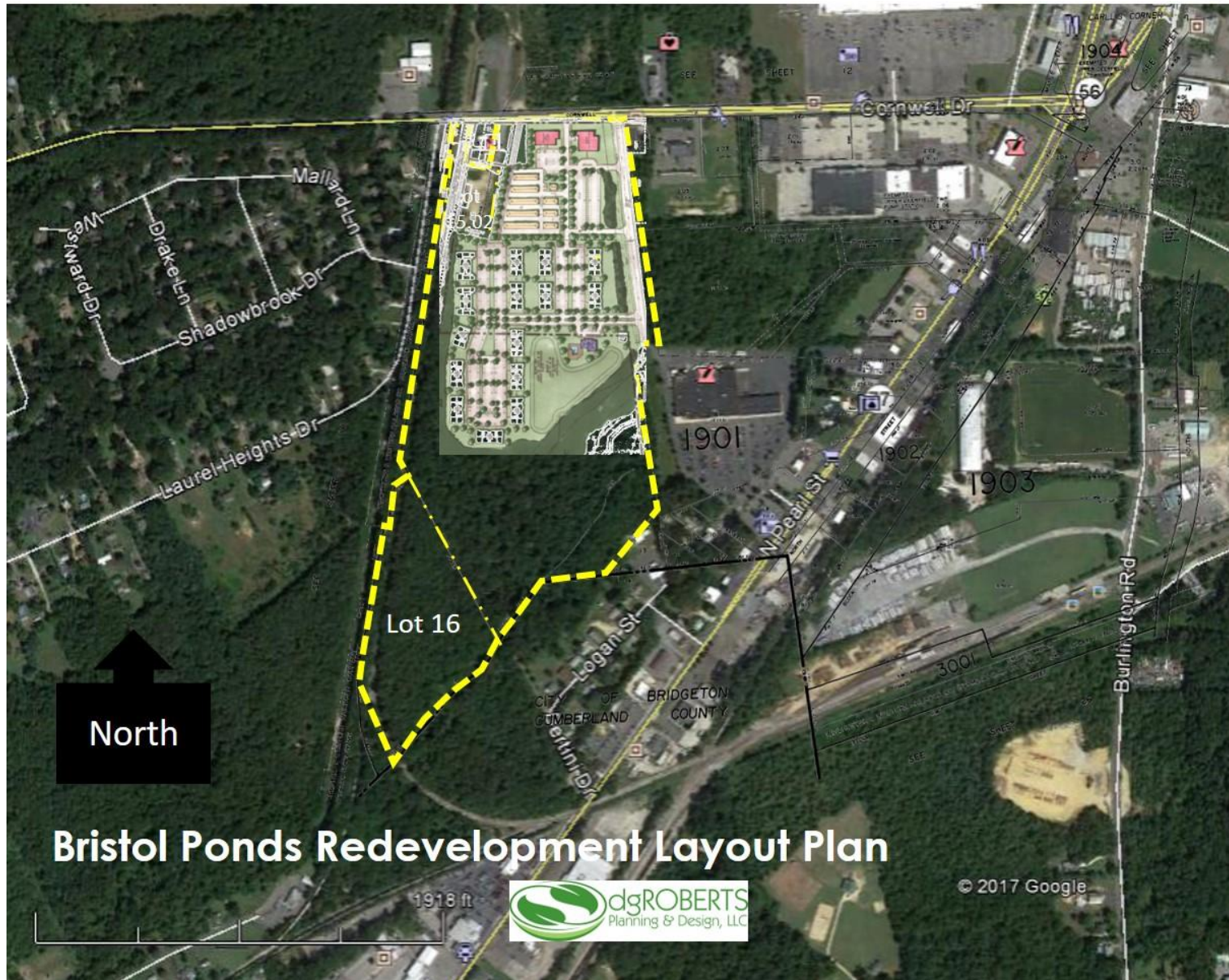


Figure 3: Bristol Ponds Layout Plan





Figure 4: Bristol Ponds Redevelopment Concept Plan



#### 4.4 Redevelopment Activities

---

The major activities planned for the Redevelopment Area include:

- Re-grading and land-sculpting for the construction of residential, commercial and recreational uses.
- Construction of the residential and commercial buildings and improvements.
- Preservation of open space areas for passive recreation and wildlife habitat.
- Utility and infrastructure installations necessary to support the redevelopment plan.

#### 4.5 Land Use Requirements

---

All uses are subject to the requirements of the Bristol Ponds Redevelopment Plan Design Standards, Upper Deerfield Township Land Use and Zoning Ordinance or as otherwise stated in this plan. Per Section 5.1 of this Plan, the requirements of this plan shall supersede conflicting provisions of the Township Code. Where this Plan is silent, the Township Code shall apply.

##### 4.5.1 Permitted Uses

---

The list of permitted uses in the Redevelopment Area is provided below. Should a use be proposed for the Bristol

Ponds which is not specifically listed under the “Permitted Uses” but is compatible with the other Bristol Ponds uses and was not recognized as a Bristol Ponds use at the time of the Redevelopment Plan approval, may be deemed by the Redevelopment Entity to be a permitted use although not specifically listed as such and without an application for a variance. The Redevelopment Entity may create and delegate this authority to a “Technical Advisory Council”, pursuant to NJSA 40A:12A-42 (Local Redevelopment and Housing Law). Such an Advisory Council could include a member of the Planning Board, governing body, the Township Planner and the Zoning Officer.

- I. Permitted **Residential Uses**
  - a. Townhomes
  - b. Multifamily Dwellings
- II. Permitted **Commercial Uses**
  - a. Restaurants and other eating establishments (with or without drive-throughs), including those permitting the on-premise consumption of alcoholic beverages pursuant to § 114 – Article II.
  - b. Brew pub /sports bar (entertainment)
  - c. Banquet facility
  - d. General retail sales & services, including retail alcoholic beverage sales for off-premise consumption (package store)
  - e. Professional offices
  - f. Banks and financial Institutions



- g. Medical offices
  - h. Urgent Care
  - i. Indoor Commercial Recreation, including Gym/Fitness Center, spas, yoga and personal training facilities
  - j. Real Estate office, New Homes Sales Center
  - k. Art studios and galleries
  - l. Self-storage facilities
- III. Permitted **Public Uses**
- a. Fire Station
  - b. Police Substation
  - c. EMS Station
- IV. Permitted Accessory Uses: Residential Uses
- a. Off-street parking in accordance with N.J.S.A. 5:21.
  - b. Garages or other accessory buildings
  - c. Clubhouse
  - d. Leasing/Management Office
  - e. Superintendent's Apartment
  - f. Fences.
  - g. Decks and patios.
  - h. Private swimming pools, tennis courts or related recreation facilities or amenities.
  - i. Signs
  - j. Storm water management structures and facilities.
- k. Trash enclosures as approved in conjunction with subdivision or site plan approval.
  - l. Gazebos, shelters, benches and other outdoor furniture as approved in conjunction with subdivision or site plan approval.
  - m. Necessary facilities for maintenance and administration of the development, including streets, off-street parking facilities and utilities.
  - n. Other accessory uses or structures deemed acceptable by the Planning Board.
  - o. The standards and general locations for fences, decks, patios and private swimming pools shall be presented and approved as part of the applicable subdivision or site plan approval process.
- V. Permitted Accessory Uses: Commercial & Public Uses
- a. Off street parking and loading in accordance with Section 405-27 and 405-28 of the Township Code.
  - b. Signs in accordance with Section 405-31 of the Township Code or as otherwise approved by the Planning Board as part of a site plan.
  - c. Storm water management structures and facilities in accordance with



Section 405-62A(36) of the Township Code.

- d. Trash enclosures as approved in conjunction with site plan approval in accordance with Section 405-62A(33) of the Township Code.
- e. Gazebos, shelters, benches and other outdoor furniture as approved in conjunction with site plan approval.

#### 4.5.2 General Land Use Requirements for Commercial Uses

---

##### **Food Service Establishments**

Restaurants shall include but not be limited to establishments serving food and beverage (including alcoholic beverages) to the public such as a restaurant, café, delicatessen, retail bakery, confectionery or ice cream/ice shops with or without outdoor dining, drive-through or walk-up windows.

##### **Miscellaneous Non-Residential Uses**

Retail sales and services shall include but not be limited to package store, pharmacies, dry cleaners, food stores, bakeries, bicycle shops, hardware stores, business and instructional schools and studios, including trade schools, martial arts and visual, performing arts, art galleries and museums.

#### 4.5.3 Permitted Temporary Uses

---

Temporary uses are subject to the Upper Deerfield Township General Code or as otherwise provided for by

the Township Committee on a case by case basis. Temporary uses include but are not limited to:

1. Outdoor entertainment such as music, concerts and performing groups
2. Outdoor dining
3. Temporary Signage, pursuant to §405-31(A)(7) and §405-31(F) of the Township Code.

#### 4.5.5 Prohibited Uses

---

Prohibited uses include the following, as well as any use not listed as a permitted use in this Plan that is prohibited in the regulations of the B3 Zone:

1. Automobile or other vehicle sales and service, or repair establishments, including vehicle body repair, vehicle painting or washing.
2. Sexually oriented businesses and services.
3. Commercial advertising billboard signs.
4. Check cashing business.
5. Massage Parlors except for therapeutic massage done in a physical therapy or fitness center.
6. Sale of firearms.
7. Tattoo Parlors.
8. Single room occupancies, transient or residential hotels and boarding houses of any type.
9. Wholesale vending and distribution establishments.



## 4.6 Design Standards

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The following design standards will be applied to all development. Any elements not covered by these standards will be subject to other appropriate provisions of this redevelopment plan and/or the Upper Deerfield Municipal Code. In the event of a conflict between this Plan and the Municipal Code, this Plan shall supersede. All redevelopment activities are also subject to applicable State and Federal requirements.

The standards presented here are meant to provide some degree of flexibility to account for market and regulatory fluctuations, and unanticipated geophysical issues, while ensuring that the goals and objectives of the redevelopment plan are achieved. To ensure conformance with the Concept Plan, the Redeveloper or their approved developer partner must prepare a more detailed version of the concept plan as it pertains to a redevelopment parcel. The redeveloper/developer's more detailed concept plan must be approved by the Township Redevelopment Entity prior to the redeveloper making formal application to the Planning Board unless such provision is waived by the Redevelopment Entity in the redevelopment agreement.

### 4.6.1 Open Space

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As illustrated in the Bristol Ponds Redevelopment Area Layout Plan (Figure 3), a large amount of land is to be set aside as open space. This area is environmentally sensitive and intended for preservation. Any public access to and through this open space will be determined in the redevelopment agreement or approved by the

Redevelopment Entity prior to submission of site plan applications to the Planning Board.

In addition to the undisturbed open space, there is to be an area provided for recreation for the residents of the residential portion of the Redevelopment Area. Such recreation area may consist of trails, playgrounds, a swimming pool, or other types of indoor or outdoor recreation facilities pursuant to §405-62(A)(23) unless otherwise approved by the Redevelopment Entity.

The Redevelopment Entity may allow for credit towards the pervious areas, with the details to be addressed in the Redevelopment Agreement.

### 4.6.2 Bulk Requirements

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Development in the Bristol Ponds shall conform to the bulk standards provided in Schedule A. Additional standards are provided below as follows:

Maximum Residential Buildout: 250 dwelling units.  
Residential dwelling units may be distributed in multi-family (three or more units within a single building) and/or attached townhouse (single-family dwellings sharing one or two vertical walls) building types in accordance with the development standards of this plan, subject to the approval of the Redevelopment Entity.

Affordable Dwelling Units: 15% of total rental dwelling units or 20% of total for-sale dwelling units. All affordable dwelling units will be rental.





Minimum Open Space/ Rec Area: 25% of Total Tract

**Schedule A-Bulk Standards**

Land Use Category	Building Type	Min. Lot Size	Lot Frontage	Lot Width	Lot Depth	Setbacks			Acc. Setback	Height	Lot coverage <sup>2</sup>	Other
						Front	Side	Rear	rear/side	Floors/Feet	Max.	Requirements DENSITY <sup>3</sup>
RESIDENTIAL	Multi-Family	20 acres	N/A	200' min.	100'min	25' Perimeter(outer boundaries of redevelopment area excluding Lot 8 Easement			-	3 / 40' max <sub>1</sub> 1 / 20' accessory	50% (entire redevelopment area)	12 du/ac (gross)
	Townhouse (If on fee-simple lots only. Condominium or rental townhouse buildings follow Multi-family standards above for the entire tract.)	1,600 sf per unit	16' min per unit	16' min per unit	100'	20' min-(15'max-alley)	0' min	8' min-alley 20' min-other	(5'/5')	3 / 40' max 1 / 20' accessory	50% (entire redevelopment area)	6 du/ac (gross)
COMMERCIAL	Neighborhood Commercial	1 acre	100' min.	200' min.	150' min.	40' min	25' min	35' min	-	35'	75%	n/a

<sup>1</sup>- Building height is to be measured as defined in Section 405-3 of the Zoning and Development Ordinance.

<sup>2</sup>- Lot coverage means percentage of total redevelopment area (50 acres) covered by buildings and site improvements.

<sup>3</sup>- Density is shown as a maximum based on gross acreage of residential portion of redevelopment area (21 acres) subject to approval of Concept Plan.

Bedroom Mix: All residential units will be designed with either one-bedroom or two-bedrooms, except that three-bedroom units will be permitted as required to meet requirements for affordable housing in accordance with the bedroom mix requirements of UHAC.

Maximum Building Length: 200 Feet  
Minimum Unit Size: 600 SF

4.6.3 Building and Site Design

**A. Building Form & Orientation**

This section illustrates the form and orientation of “typical” building types that are envisioned for Bristol Ponds.



Minimum distances between buildings on the same tract shall follow the following standards:

*Residential*

- Front-to-front: 60'
- Rear-to-rear: 50'
- Side-to-side: 30' window wall to window wall
- Side-to-side: 22' blank wall to blank wall

*Commercial*

- Front-to-front: 25'
- Rear-to-rear: 25' window wall to window wall
- Rear-to-rear: 0' blank wall to blank wall
- Side-to-side: 25' window wall to window wall
- Side-to-side: 0' blank wall to blank wall

**Townhome- Bristol Pond**

Townhomes will be arranged to face the street or landscaped courtyard. Roofs should be either gable or hip; dormers are encouraged. Decks may be located within the required rear yard but may not be within 20 feet of the rear lot line at any floor.

**Multi-Family- Bristol Pond**

Multi-family development will follow a building form that keeps the building close to the sidewalk with breaks in the front facades and a consistency of architectural style.

**B. General Requirements**

Public and private rights-of-way will be designed to meet all applicable local, state and federal standards. With the exception of the shared access road with the adjacent

shopping center, it is anticipated that interior roads and driveways will remain privately owned. All pedestrian crossings will utilize materials and colors to readily distinguish vehicular from pedestrian travel ways. All streets or interior roadways fronted by residential buildings with primary access points should be planted with street trees at an average spacing of 50 feet consistent with the project's overall landscaping and open space goals. The final design of internal roadways, parking areas, landscaped spaces, recreation areas, residential and commercial fencing, etc. will be subject to review and comment by the Redevelopment Entity prior to submission and review by the Planning Board.

All rooftop mechanical equipment and other appurtenances visible from 6 feet above grade within 100 feet of the building shall be concealed by or integrated within the roof form and screened from the view of all adjoining properties and building floors or nearby streets. The following, when above the roofline, require screening: stair wells, elevator shafts, air conditioning units, large vents, heat pumps, and mechanical equipment

All wall-mounted mechanical, electrical, communication, and service equipment, including satellite dishes, shall be screened from public view by parapets, walls, fences, architectural grills, landscaping, or other approved measures.

Solid security gates or solid roll-down metal windows or doors shall not be permitted. Link or grill-type security devices shall be permitted only if installed from the inside, within the window or door frame. Security grills shall be recessed or concealed during normal business hours.





Front yard fences for residential buildings shall be permitted at a height not to exceed three feet and shall be at least 60% open, except that open security fencing other than chain link shall be permitted up to eight feet in height for self-storage facilities. Privacy fencing of rear yards for townhouse units may be up to six feet in height and solid. All other fencing around the side or rear yards of residential buildings shall be no higher than six feet and shall be at least 60% open.

Standards established in the Redevelopment Plan override the Upper Deerfield Township Design Standards.

#### 4.6.4 Landscaping

Any developed portion of the Redevelopment Area that is not being utilized for buildings, roadways or parking will be devoted to public plazas and green space. These areas will be designed to provide:

- Amenities for the residents, employees, shoppers and visitors to the Bristol Ponds.
- A lively human-scale environment.
- Protection for environmentally sensitive resources.
- Mitigation of “heat island” effects.
- A workable pedestrian and bicycle circulation system.
- Appropriate visual and noise buffers.
- A soft transition between higher and lower intensity uses.

Buffers between residential and non-residential uses shall be a minimum of 30’ wide.

#### 4.6.5 Exterior and Street Lighting

### General

All residential lighting shall be decorative and blend with the architectural style of the Bristol Ponds. All exterior lighting shall be designed to prevent glare onto adjacent properties. Pedestrian pathways need to be clearly marked and well lit. Lighting should be sufficient for security and identification in accordance with Section 405-62 of the Municipal Code, without allowing light to trespass onto adjacent sites. Use of “pulse start” metal halide or color-corrected sodium light sources is encouraged. Non-color corrected low-pressure sodium are prohibited. High-efficiency lighting such as LED lighting and solar powered lighting are encouraged where appropriate and wherever fixtures are commercially available. LED and solar lighting may be used in applications such as: pedestrian bollards, signage, accent lighting, walkway lighting, and small scaled site lighting where applicable. All new emerging lighting technologies proposed for use within the Bristol Ponds Redevelopment Area must be supported by IES photometry and isolux data for modeling of proposed illumination and uses. Street lights on internal streets shall be installed and maintained by the redeveloper.

Light fixtures attached to the exterior of a building shall be architecturally compatible with the style, materials, colors, and details of the building and shall comply with the Township building codes. The type of light source used on the exterior of buildings, signs, parking areas, pedestrian walkways, and other areas of a site, and the light quality produced, shall be the same or compatible. Facades shall be lit from the exterior, and, as a general rule, lights should be concealed through shielding or



recessed behind architectural features. The use of low-pressure sodium, fluorescent, or mercury vapor lighting, either attached to buildings or to light the exterior of buildings, shall be prohibited. Mounting brackets and associated hardware should be inconspicuous.

Porch light and yard post lighting is encouraged to augment street lighting design. Residential garages facing alleys shall be provided with elevated lighting on the garage facade facing the lane or a post lamp.

### **Spacing and Heights**

Decorative lampposts, not greater than 20 feet in height, are encouraged at regular intervals along all residential streets, residential parking areas, sidewalks, walkways, courtyards, community greens, and interior open spaces.

In commercial parking lots, conventional lighting standards and fixtures may be used, per the general standards above. Post heights may be a maximum of 30 feet.

#### 4.6.6 Signage – General Standards

The redeveloper will be required to submit a comprehensive signage and graphics plan for review and approval of the Redevelopment Entity and the approved signage and graphics plan will become part of the Redevelopment Agreement. It will apply to all signs in the Redevelopment Area, inclusive of identification signage for Bristol Ponds. The signage and graphics plan may include provisions to accommodate the relocation of the pylon sign

of the adjacent Laurel Plaza and the shared use of the pylon sign by Bristol Ponds and Laurel Plaza.

### 4.7 Parking and Loading

#### 4.7.1 Parking Facilities

##### **Surface Parking**

Parking lot layout, landscaping, buffering, and screening shall be provided pursuant to the requirements of Section 405-62(l) of the Municipal Code to provide the parking area with a reasonable measure of shade, when trees reach maturity.

Surface lots shall be landscaped or designed with a combination of interior and perimeter landscape treatments that mitigate against the adverse visual impact, heat island effect and the generation of stormwater runoff. Tree islands are recommended at the ends of each aisle to provide visual relief and to guide circulation. All commercial parking areas shall be broken up into sections separated by landscaped islands, as required in Section 405-62A(4)(l)(l) of the Municipal Code. The pedestrian walkways shall be designed into the overall pedestrian and bicycle circulation system within the Bristol Ponds Redevelopment Area.

##### **Shared Access**

Shared access drives shall be required to link each separate component of the redevelopment area as necessary to reduce the number of access points from



Cornwell Drive, pursuant to a concept plan approved by the Redevelopment Entity.

Wherever possible and practical, each lot within the Bristol Ponds Redevelopment Area shall provide cross-access easements for its parking areas and access driveways guaranteeing access to adjacent lots. Interconnections shall be logically placed and easily identifiable to ensure convenient traffic flow. If a lot develops prior to the development of an adjacent lot(s), provisions for cross-access drives shall be established through cross-access easements, which shall not be utilized as parking spaces.

### ***Pedestrian Circulation***

Safe provisions for pedestrian access to and through a parking lot shall be required, including striping, enhanced pavement markings, traffic calming features and sufficient lighting in accordance with Township standards. Sidewalk shall be provided on all streets, and provide linkages to the adjacent commercial and recreation/open space areas.

### ***Bicycle Facilities***

Bicycle parking shall be provided in accordance with Section 405-27J(10) of the Municipal Code. Bike racks or lockers shall be provided in close proximity to all commercial uses. Racks may be located at a store entrance or at a central location connected by pedestrian walkways but not in such a manner as to impede pedestrian flow.

## **4.7.2 Parking Calculations**

### ***Number of Spaces***

The required number of parking spaces shall conform to the Residential Site Improvement Standards (RSIS) and the Upper Deerfield Township Ordinance at the time of the Redevelopment Plan approval, with additional standards as follows:

BANQUET FACILITY: 1 SP/4 SEATS, plus one (1) space for each four (4) employees on the shift of greatest employment

RESTAURANT/SPORTS BAR: 1 SP/4 SEATS, plus one (1) space for each four (4) employees on the shift of greatest employment

PACKAGE STORE: 4 SP/1000 SF GROSS FLOOR AREA

### ***Shared Parking***

Shared parking may be considered for commercial parking. Where necessary, the Planning Board may permit a limited amount of parking to be reserved for specified commercial uses only; or may restrict the hours that certain spaces are to be used for commercial uses.

The designated redeveloper or other such party responsible for the development of a property in the Redevelopment Area seeking to satisfy its parking requirement with a shared parking approach shall prepare a parking report that documents how an adequate supply of parking spaces will be provided to satisfy projected parking demand within the Commercial and/or Public subareas if they seek to vary from the



applicable requirements of this Section or the Upper Deerfield Township Parking Standards. The report shall be prepared using procedures presented in the most recent version of the report Shared Parking, published by the Urban Land Institute. The report shall be prepared using the most current shared parking methodology published by the Urban Land Institute or the Institute of Transportation Engineers. The report may also adjust projected parking demand based on an analysis of captured parking using procedures presented in the most recent version of the Trip Generation Handbook published by the Institute of Transportation Engineers.

#### 4.7.3 Loading and Service Areas

Loading and service areas shall be designed, located and arranged to be of appropriate size for the intended use; so as not to interfere with vehicular or pedestrian circulation; and to be screened from public view.

Service and loading areas should, to the extent practicable, be located to the side of buildings not facing residential buildings unless a more appropriate location is approved by the Planning Board. Loading docks shall not be located along primary street frontages. Screening and landscaping shall be provided to minimize direct views of the loading areas and their driveways from adjacent properties or from the public right-of-way. Screening and buffering shall be achieved through walls, fences, and landscaping. Screening shall be a minimum of six feet high and shall be visually impervious. Recesses in the building, or depressed access ramps, may be used.

Shared refuse storage facilities shall be utilized where available and practical. The storage of refuse for both residential and commercial buildings shall be provided

inside building(s) or within an outdoor area, screened around the perimeter by a wood enclosure; or by brick walls with a minimum height of four feet and a maximum height of six feet with a gate or door.

#### 4.8 Provisions Related to Off-Site Improvements

The designated redeveloper or other such party responsible for the development of a property in the Redevelopment Area will be responsible for reasonable and necessary installation or upgrade of infrastructure required by the construction of their project. Infrastructure items include but are not limited to gas, electric, water, sanitary and storm sewers, traffic control devices, telecommunications, streets, curbs, sidewalks, street lighting and street trees.

The Township and redeveloper will work in partnership to overcome access and traffic circulation issues with the NJDOT and Cumberland County Traffic Engineering agencies to enable an orderly, safe, and efficient routing of traffic through and around the Redevelopment Area. Any required improvements to Cornwell Drive will be in accordance with applicable design standards of Cumberland County for County roads.

All infrastructure improvements will comply with applicable local, state and federal codes including the Americans with Disabilities Act. All utilities will be placed underground unless otherwise approved by the Redevelopment Entity.

#### 4.9 Provisions Related to State and Federal Regulations



Certain activities proposed in this plan may be subject to state and federal standards, regulations and permit requirements. The redeveloper is responsible for ensuring compliance with all applicable standards and obtaining necessary state and federal permits prior to the issuance of any construction permits.

#### 4.10 Provisions Related to Affordable Housing

The Township has been actively engaged with the Region 6 Vicinage of the Superior Court in working through a plan for providing affordable housing in accordance with recent decisions by the New Jersey Supreme Court. The intent of this Plan is that its implementation through a redevelopment agreement establishes a new agreement for providing affordable housing that will be addressed through a set-aside of a maximum of 15% of the total rental units and 20% of the total for-sale units to be deed-restricted as affordable in compliance with current rules and regulations governing affordable housing, including UHAC standards for bedroom mix and income. Provisions for affordable housing to be provided on-site must be addressed in the redevelopment agreement.

##### ***Inventory of Affordable Housing***

N.J.S.A. 40A:12A-7 requires 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. In response to this requirement, there are not any 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 will be removed as a result of implementation of this Redevelopment Plan.

##### ***Plan for the Provision of Affordable Replacement Housing***

N.J.S.A. 40A:12A-7 requires 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 a redevelopment plan. In response to this requirement, the implementation of this Redevelopment Plan does not result in the removal of any affordable housing unit that is subject to affordability controls.

## **Section 5. Relationship to the Land Use and Zoning Ordinance**

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### 5.1 Zoning Ordinance

The standards contained within this redevelopment plan shall supersede the current regulations in the Upper Deerfield Township Land Development Ordinance unless otherwise stipulated herein. In the case where a





particular land use or site standard is not covered in this redevelopment plan, compliance with the Upper Deerfield Township Land Development Ordinance or other applicable Upper Deerfield Township code or ordinance will be required unless waived by the Redevelopment Entity.

## 5.2 Map Amendment

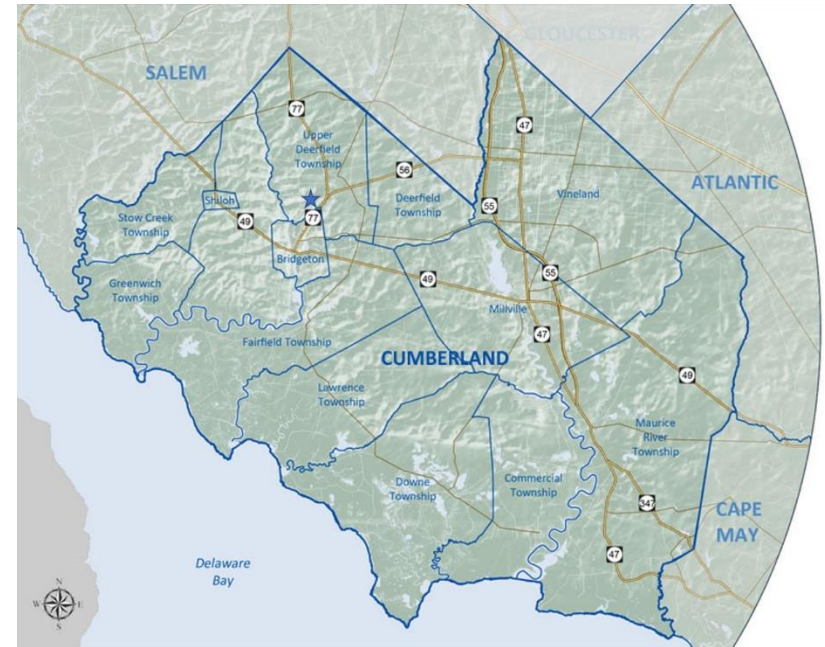
The Zoning Map of the Township of Upper Deerfield is hereby amended to indicate the boundaries of the Redevelopment Area and to identify the district as the Bristol Ponds Redevelopment Area.

## Section 6. Significant Relationships to Other Plans

The redevelopment area governed by this plan borders on the City of Bridgeton. The next proximate municipality is the Township of Hopewell.

### 6.1 Plans of Adjacent Municipalities

1. City of Bridgeton: The City of Bridgeton borders the subject redevelopment area in the far northwest corner of the City, just west of the juncture of Routes 77 and 56. Most of the abutting zone in Bridgeton is the R-1, with a small area of WF (Waterfront) to the west and C-5 (Highway Commercial) to the east. The large area of the site that will remain as preserved woodlands will act as a natural buffer to the R-1 (single family residential zone with minimum lot size of 11,000 square feet) and WF (waterfront conservation zone with various low impact uses permitted).



**Figure 5: Map of Cumberland County with location of Bristol Ponds Redevelopment Area marked with a star.**

2. Township of Hopewell: The Township of Hopewell lies about 1.5 miles to the west of the Bristol Ponds Redevelopment Area. However, Cornell Drive intersects with County Road 606 (Old Deerfield Pike) only about two-thirds of a mile to the west of the site and then becomes a local road that ends within a residential community. There are significant woodlands and forested wetlands that extend west of that point, thereby negating any potential impact of the redevelopment of the Bristol Ponds Redevelopment Area on the Township of Hopewell.



## 6.2 Cumberland County Master Plan

Spread across roughly 500 square miles, Cumberland County has three cities (Vineland, Millville and Bridgeton), 10 townships and one borough. The population in 2012 was 156,898. The 2007-2011 American Community Survey 5-Year estimates showed 68.4 percent of the county's residents own their homes.<sup>1</sup>

Cumberland County's planning documents have emphasized a balance of agricultural preservation, urban revitalization in the three cities and strategic economic development. The implementation of this Plan will be consistent with those objectives, as it combines economic development with the preservation of open space.

## Section 7. Amendments Phasing and Completion

### 7.1 Amending the Redevelopment Plan

This plan may be amended from time to time in accordance with the procedures of the Local Redevelopment and Housing Law. To the extent that any such amendment to the redevelopment plan materially affects the terms and conditions of a duly executed

<sup>1</sup> Cumberland County Bayshore Recovery Plan, 2013, page 22.

redevelopment agreement between a redeveloper and Upper Deerfield Township, the provisions of the redevelopment plan amendment will be contingent upon the amendment of the redeveloper agreement to provide for the plan amendment.

### 7.2 Phasing of Development Components

The construction of individual components of this Redevelopment Plan (residential, retail, self-storage, etc.) may occur in phases. A phasing plan shall be incorporated into the redevelopment agreement approved by the Redevelopment Entity. The subdivision of the Redevelopment Area into smaller lots or parcels of land, including a subdivision required for one or more buildings providing affordable housing, are permitted provided that the build-out within the overall Redevelopment Area is consistent with the concept plan approved by the Redevelopment Entity as being consistent with this Redevelopment Plan, the Redevelopment Agreement, and the subdivision requirements of the Upper Deerfield Municipal Code, except that where this Redevelopment Plan contains provisions that differ from those in the subdivision ordinance, this Plan shall prevail.

### 7.3 Certificate of Completion and Compliance

Upon the inspection and verification by Upper Deerfield Township's redevelopment entity that the redevelopment of a parcel subject to a redeveloper



agreement has been completed, a Certificate of Completion and Compliance will be issued to the redeveloper and such parcel will be deemed no longer in need of redevelopment.

The redevelopment plan will remain effective until the Redevelopment Area has been redeveloped and deemed no longer in need of redevelopment by the Upper Deerfield Township Committee.



**APPENDIX K**  
**Spending Plan**

**Spending Plan of the Housing Element and Fair Share Plan  
Township of Upper Deerfield, Cumberland County  
May 30, 2019**

**INTRODUCTION**

The Township of Upper Deerfield prepared a Housing Element and Fair Share Plan that addresses its regional fair share of the affordable housing need. In creating this document, the laws and regulations of the Municipal Land Use Law (*N.J.S.A. 40:55D-28b(3)*), the Fair Housing Act (*N.J.S.A. 52:27D-301*) and the remaining valid regulations of the NJ Council on Affordable Housing (COAH) as found in *N.J.A.C. 5:93-1*. A development fee ordinance creating a dedicated revenue source for affordable housing was most recently adopted by the municipality on July 7, 2005. The ordinance re-established the Township of Upper Deerfield's affordable housing trust fund for which this spending plan is prepared.

As of December 31, 2018, the Township of Upper Deerfield has a trust fund balance of \$84,667.68. Accumulated interest income as of December 31, 2018 is \$8,678.48 and is included in the gross revenue, above. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees have and continue to be deposited in a separate interest-bearing affordable housing trust fund for the purposes of affordable housing. These funds are required to be spent in accordance with *N.J.A.C. 5:93-8.16* as described in the sections that follow.

The Honorable Anne McDonnell, P.J.Ch., entered a final order dismissing the Hollyview builder's remedy suit on December 19, 2016 and the Township has most recently filed a declaratory judgment action in the NJ Superior Court on January 2, 2017.

Upper Deerfield Township has prepared this spending plan in response to the October 23, 2018 settlement agreement with Fair Share Housing Center ("FSHC") which was approved by the Court at on January 22, 2019. In accordance with the Settlement Agreement, the disbursement of funds as outlined in this document will constitute a "commitment" for expenditure pursuant to *N.J.S.A. 52:27D-329.2* and *-329.3*, within the four-year time period for spending in the law that runs from the entry of a final Judgment of Repose 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).

## REVENUES FOR THE THIRD ROUND

To calculate a projection of revenue anticipated during the remainder of the Third Round, the Township of Upper Deerfield considered development fees, other funding sources, and interest.

A. Development Fees.

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

B. Payment in lieu of construction. The Township has not received any payments in lieu of construction since 2006 and does not expect future revenues from this source. While certain payments-in-lieu of construction were imposed, Chapter 46 of P.L. 2008 has eliminated the ability of municipalities to collect such fees from projects that have not yet received a certificate of occupancy. Since that applies to every potential payment-in-lieu of construction fee, the Township does not anticipate any actual or future payments-in-lieu of construction for affordable housing.

C. Other funding sources. Upper Deerfield has an ongoing local rehabilitation program which has rehabilitated over 45 housing units in the Township since 2010. Additionally, the Township has utilized grant funding from the Small Cities Home Rehabilitation Program since 2003 and has a Revolving Rehabilitation Fund from rehabilitation grants paid back to the township when units are sold. The Township anticipates receiving approximately \$138,000 in Small Cities grant funds, and will match 15% of the funding received, to continue operating its local housing rehabilitation program for satisfaction of their Third Round obligation. This funding is separate from the Township's Trust Fund and remains in its own bank account.

D. Projected interest. The Township calculated interest projections based on the trend of interest revenue over the last five years.

Table SP-1 on the following page indicates the anticipated revenue.

Table SP-1. Projected Revenues - Housing Trust Fund – 2019 through 2025

Source of Funds	2019	2020	2021	2022	2023	2024	2025	Total
Development fees (residential & non-residential)								
Approved Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Development Pending Approval	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Projected Development	\$7,857.14	\$7,857.14	\$7,857.14	\$7,857.14	\$7,857.14	\$7,857.14	\$7,857.14	\$55,000.00
Total Interest	\$296.23	\$296.23	\$296.23	\$296.23	\$296.23	\$296.23	\$296.23	\$2,073.64
<b>Total</b>	<b>\$8,153.38</b>	<b>\$8,153.38</b>	<b>\$8,153.38</b>	<b>\$8,153.38</b>	<b>\$8,153.38</b>	<b>\$8,153.38</b>	<b>\$8,153.38</b>	<b>\$57,073.64</b>

The Township of Upper Deerfield projects a total of \$57,073.64 to be collected between January 1, 2019 and December 31, 2025, including interest, to be used for affordable housing purposes. The total, including the existing account balance and projected revenues, is \$141,741.32.

**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 Upper Deerfield.

**Collection of Development Fee Revenues**

As stipulated in Article IV, District Regulations: Development Fee Contribution of the Land Development Ordinance (§405-10 of the codified ordinances of the municipality) all collection of development fee revenues will be consistent with local regulations for both residential and non-residential developments and in accordance with *N.J.A.C. 5:96 et seq.*, *N.J.A.C. 5:97 et seq.* and *P.L.2008, c.46, sections 8 (N.J.S. 52:27D-329.2) and 32-38 (N.J.S. 40:55D-8.1 through -8.7).*

### Distribution of Development Fee Revenues

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

### DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

Upper Deerfield Township may use the funds in the trust fund for any of the below listed items, pursuant to *N.J.A.C. 5:93-8.16*:

- Rehabilitation program sufficient to rehabilitate 31 substandard housing units occupied by very low-, low-, and moderate-income households;
- 100% affordable housing;
- Creation of group homes;
- Inclusionary development, including proposed, developer's agreement, redevelopment plan, or rezoning; and
- Administration, as discussed below.

Pursuant to *N.J.A.C. 5:93-8.16(c)*, municipalities are required to spend a minimum of 30 percent of development fee revenue to render existing affordable units more affordable and one-third of that amount must be dedicated to very low income households (i.e. households earning less than 30 percent of the regional median income) or creating very low-income units. The Township's affordability assistance requirements have been calculated in the table on the following page.

**Table SP-2. Projected Minimum Affordability Assistance Requirement**

Actual development fees through December 31, 2018		\$88,989.20
Actual interest earned through December 31, 2018	+	\$8,678.48
Development fees projected, 2019 - 2025	+	\$55,000.00
Interest projected, January 1, 2019 - December 31, 2025	+	\$2,073.64
Less housing activity expenditures through June 2, 2008	-	\$0
<b>Total</b>	<b>=</b>	<b>\$154,741.32</b>
30 percent requirement	$\times 0.30 =$	\$46,422.40
Less affordability assistance expenditures through October 31, 2018	-	\$0
Projected minimum affordability assistance requirement	<b>=</b>	\$46,422.40
Projected minimum very low-income affordability assistance requirement	$\div 3 =$	\$15,474.13

Based on fees, interest collected, and projected revenues, Upper Deerfield must dedicate at least \$46,422.40 from the affordable housing trust fund to render units more affordable, including \$15,474.13 to render units more affordable to households earning 30 percent or less of median income by region. It may use a variety of methods to satisfy this requirement, including but not limited to the following:

- Down-payment assistance;
- Rental assistance;
- Security deposit assistance;
- Low interest loans;
- Assistance with homeowners' association or condominium fees and special assessments;
- Converting low-income units to very low-income units or creating new very low-income units, etc.; and/or
- Rehabilitation assistance for units that agree to extend affordability controls.

Additionally, in accordance with N.J.A.C. 5:93-8.16(e), no more than 20% of the revenues collected each year will 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.

**Table SP-3. Projected Allowed Administrative Expense.**

Actual development fees through December 31, 2018		\$88,989.20
Actual interest earned through December 31, 2018	+	\$8,678.48
Actual other funds through December 31, 2018	+	\$0
Development fees projected, 2019 - 2025	+	\$55,000.00
Interest projected, 2019 - 2025	+	\$2,073.64
<b>Total</b>	=	<b>\$154,741.32</b>
20 percent maximum permitted administrative expenses	x 0.20 =	\$30,948.26
Less administrative expenditures through 12/31/2018	-	\$13,000.00
Projected allowed administrative expenditures	=	\$17,948.26

Upper Deerfield will not expend for administrative purposes in excess of the formula in Table SP-3 above.

**THIRD ROUND EXPENDITURES**

Upper Deerfield has rehabilitated housing across the Township at an average of \$13,000 per unit. The Township has been granted \$138,000 in rehabilitation grants for 2019 and will match 15% of this funding for a total of \$165,000 for initial Third Round Rehabilitation projects. The Township will continue to operate their local rehabilitation program to the extent possible throughout the Third Round to meet their obligation. However, as explained on Page 2, this grant funding is separate from the Township’s Trust Fund and does not contribute to the calculations found in this plan.

As the projects contributing to the Prior Round and Third Round Obligations consist of existing developments and properties within redevelopment areas, the Township will not be expending from the Trust Fund towards these projects.

**SHORTFALL OR EXCESS OF FUNDS**

As part of the 2019 plan, the Township will adopt a resolution establishing an intent to fund any shortfall of funds required for implementing its adopted housing element and fair share plan. In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used to produce additional affordable housing through these programs or pursuant to a Court-approved amendment to this Spending Plan.

**BARRIER FREE ESCROW**

Collection and distribution of barrier free funds shall be consistent with Chapter 108 of the Code of the Township of Upper Deerfield to the extent that such funds are paid pursuant to law to ensure the adaptability of low and moderate income units for barrier free accessibility in accordance with *N.J.A.C. 5:97-3.14*.

**SUMMARY**

The Township of Upper Deerfield intends to spend affordable housing trust fund revenues pursuant to the regulations governing such funds and consistent with the amended Third Round Housing Element and Fair Share Plan.

Upper Deerfield has an affordable housing trust fund balance of \$84,667.68 as of December 31, 2018 and anticipates an additional \$57,073.64 in revenues during remainder of the Third Round for an estimated total of \$141,741.32. A summary of the Township's spending plan is found on the following page. The municipality will dedicate any remaining balance of its trust fund revenue after meeting its minimum affordability requirement and maximum administrative spending towards affordability assistance, but reserves the right to amend its Spending Plan as needed. A summary of Upper Deerfield's Spending plan is found in Table SP-4 on the following page.



Table SP-4. Summary of the Spending Plan

Balance as of December 31, 2018		\$84,667.68
PROJECTED REVENUE JANUARY 1, 2019 – 2025		
Development Fees	+	\$55,000.00
Interest	+	\$2,073.64
<b>Total</b>	<b>=</b>	<b>\$141,741.32</b>
EXPENDITURES		
100% Affordable - constructed	-	\$0
Alternative Living Arrangements	-	\$0
Inclusionary Developments	-	\$0
Affordability Assistance	-	Minimum of \$46,422.40
Administration	-	Maximum of \$17,948.26
<b>Total Projected Expenditures</b>	<b>=</b>	<b>\$64,370.66</b>
<b>Remaining Balance</b>	<b>=</b>	<b>\$77,370.66</b>

**APPENDIX L**  
**Resolution of Intent to Bond**

**TOWNSHIP OF UPPER DEERFIELD**

**RESOLUTION NO:**

**RESOLUTION OF THE COMMITTEE OF THE TOWNSHIP OF UPPER DEERFIELD, CUMBERLAND COUNTY, NEW JERSEY, OF INTENT TO FUND SPENDING PLAN SHORTFALL FOR AFFORDABLE HOUSING PROGRAMS IN THE TOWNSHIP'S HOUSING ELEMENT & FAIR SHARE PLAN**

**WHEREAS**, pursuant to the substantive regulations of the New Jersey Council On Affordable Housing (COAH), certain portions of the Township's amended Housing Plan Element and Fair Share Plan as adopted by the Upper Deerfield Township Planning Board on \_\_\_\_\_, 2019 may require a financial commitment by the Township; and

**WHEREAS**, Upper Deerfield Township anticipates that funding will come from the following sources to satisfy said obligation: sources including, but not limited to, the Township's affordable housing trust fund – development fee payments and in-lieu payments; and governmental sources such as the Federal Law Income Housing Tax Credits, New Jersey Balanced Housing funding, Federal Home Loan Bank Board financing, HMFA bond financing, Small Cities funds and other governmental transfers; and

**WHEREAS**, in the event that the above funding sources prove inadequate to meet Upper Deerfield Township's funding obligation, Upper Deerfield Township shall provide sufficient funding to address any shortfalls;

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Upper Deerfield, County of Cumberland, State of New Jersey, does hereby agree to fund any shortfalls in its affordable housing program that may arise whether due to inadequate funding from other sources or for any other reason; and

**BE IT FURTHER RESOLVED** that said shortfall shall be funded by bonding if there are no other resources available.

I, \_\_\_\_\_, Township Clerk of the Township of Upper Deerfield, do hereby certify that the above is a true copy of a resolution adopted by the Township Committee at a meeting held on \_\_\_\_\_, 2019.

\_\_\_\_\_  
Roy J. Spoltore  
Township Clerk/Administrator  
Township of Upper Deerfield

**APPENDIX M**

**Zoning Ordinance Amendments for  
Implementation**

**TOWNSHIP OF UPPER DEERFIELD**

**ORDINANCE 810**

**MODIFYING CHAPTER 405, ENTITLED, "ZONING AND DEVELOPMENT", TO ADD AN R-3A RESIDENTIAL INCLUSIONARY ZONING DISTRICT IN FURTHERANCE OF THE FAIR HOUSING ACT OF 1985**

**WHEREAS**, the New Jersey Supreme Court and New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA") that every municipality in New Jersey has an affirmative obligation to facilitate the provision of low and moderate income housing; and

**WHEREAS**, the Township Committee of the Township of Upper Deerfield are desirous of ensuring the proper implementation of the Fair Housing Act and associated rules through the adoption of land use regulations by the governing body; and

**WHEREAS**, the Township of Upper Deerfield desires to implement policies established by the New Jersey Supreme Court in In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV) to foster affordable housing opportunities for the production of dwellings and their occupancy by low and moderate income households.

**WHEREAS**, the Township Committee of the Township of Upper Deerfield recognize the need to adopt a new R-3A Residential Zoning District; and

**WHEREAS**, the Township Committee further recognizes the need to establish special standards to work in concert with the establishment of a Senior Inclusionary Housing District within the Redevelopment Plan (Rt. 77) of the Township of Upper Deerfield; and

**WHEREAS**, the Planning Board of the Township of Upper Deerfield has reviewed and made recommendations on this ordinance to the governing body.

**NOW THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Upper Deerfield, Cumberland County, New Jersey, as follows:

**Section 1.** §405-3, Terms Defined, shall be modified by adding the following definitions:

**AFFORDABLE HOUSING DEVELOPMENT** - A housing development with one or more components affordable to low and moderate income households (see Chapter 108) that is included in the Upper Deerfield Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

**DWELLING, QUADRAPLEX** - Four attached dwellings in one building in which each unit has two open space exposures and shares a common interior wall with one or two adjoining units, with separate ground floor access for each unit. Units are joined side to side, but are not located one above another.

SENIOR HOUSING – A residential development including accessory buildings and required or permitted social, cultural, medical and recreational facilities limited to certain age groups conforming to 42 U.S.C. §§3601–3619, the federal Fair Housing Amendments Act of 1988, as it may be amended or superseded.

**Section 2.** §405-4, Districts Enumerated, shall be modified by adding the following zoning district in between the R-3 Residential and the R-4 Residential districts listed:

R-3A Inclusionary Residential

**Section 3.** §405-5, Zoning Map, as amended, shall be further modified by replacing the R-3 Residential District with the R-3A Inclusionary Residential District on Block 1808, Lots 2, 3, 16 and 17 of the tax assessment maps of the municipality.

**Section 4.** §405-8, Schedule of District Regulations, as amended, shall be further modified by adding the R-3A Inclusionary Residential District following the R-3 Residential District and before the R-4 Residential District in accordance with the attached table, Appendix A.

**Section 5.** §405-55, Townhouses and multifamily dwellings, shall be revised to read as follows:

**§ 405-55. Townhouse, Multifamily Dwellings and Senior Housing.**

Townhouse or multifamily dwelling projects shall be permitted when, besides complying with the provisions of this section and the Schedule of District Regulations, the proposed project meets an affordable housing obligation as identified in the current adopted Housing Element and Fair Share Plan or other otherwise in the Land Use Plan Element of the Master Plan. All such projects shall comply with the following:

- A. Gross density for any townhouse, multifamily dwellings and/or senior housing development shall not exceed four units per acre, unless the development is 100% affordable or inclusionary development as defined in Chapter 108. One hundred percent affordable or inclusionary development shall be permitted a gross density of six units per acre.
- B. The maximum and minimum building standards as set forth in the Schedule of District Regulations shall apply to any such development.
- C. Primary site requirements.
  - (1) No block or grouping of townhouses and multifamily dwellings shall be closer than 35 feet to any other block or grouping, except for fee simple lots where other standards may apply (see Schedule of District Regulations or operative redevelopment plan as applicable).
  - (2) In senior housing development where townhouse and quadruplex dwellings are not intended or permitted to be on individual lots, the following building separation distances shall apply:

Requirement	Standard
-------------	----------



Requirement	Standard
Minimum distance from building front to building front	60 feet
Minimum distance from building front to building side	35 feet
Minimum distance from building front to building rear	60 feet
Minimum distance from building side to building rear	35 feet
Minimum distance from building rear to building rear	50 feet
Minimum distance from building side to building side	20 feet

The front of a building shall be considered that portion of a façade facing the street, residential access driveway, or parking lot. The rear of a building shall be that façade of a building opposite the front of the building. The sides of the building constitute the other remaining facades of the building.

- (3) No dwelling shall front upon an arterial or major collector street, as classified in the Township Master Plan.
- (4) No building shall be closer than 30 feet to a tract boundary, excepting a guardhouse at the main entrance and no other structure shall be closer than 20 feet to a right-of-way.
- (5) No parking space shall be closer than 12 feet to the building. This provision shall not be construed as to affect private parking in a residential dwelling driveway.

D. Each ground floor dwelling unit shall be provided with a private yard area of not less than 500 square feet, which shall be screened by fencing, walls or shrubbery to a height of not less than six feet. Such fencing or screening requirements may be waived when decks, balconies or other suitable private, outdoor areas are provided.

E. Building Design.

- (1) A development under this section shall maintain a continuity, compatibility and harmony of design and construction throughout. For townhouse development, no less than four dwelling units nor more than eight shall be included in one continuous attached block or grouping of units, exclusive of covered walkways between groupings. Multi-family dwellings shall be limited to eight dwellings on any one floor. Variations in townhouse facades within groupings or blocks of townhouses shall be required unless horizontal or vertical shifts or offsets are provided. In any development under this section, street furniture, signs, lighting facilities and other common elements of the site shall be of similar and compatible design.
- (2) Direction signs shall be permitted upon review and approval of the Zoning Officer, when said signs do not exceed six square feet in area and will not create a visual obstruction for motorists.
- (3) Natural topography and existing trees shall be maintained whenever possible and incorporated into the project design.

F. Open space and recreation.

- (1) A minimum of 20% of the total area of a townhouse, multifamily or senior housing project, but not including any open land consisting of dooryards, buffer strips, parking areas and street rights-of-way, shall be designated for common recreational purposes. A multifamily project containing 10 or less units wherein land adjoining the units is owned in common ownership, either by the project owner or a homeowners' association in accordance with §405-62A(14), shall be exempt from providing 20% of the project in common open space or recreational area.
- (2) Not more than 50% of the recreational area shall include one or more of the following: a floodplain, areas with a slope of greater than 10%, watercourses, freshwater wetlands or other areas unsuitable for recreational purposes due to environmental considerations.
- (3) When required, however, no one recreational area shall be less than 10,000 square feet in area nor less than 100 feet in width at its narrowest dimension. All such areas shall be:
  - (a) Improved by the developer, including equipment facilities, walkways and landscaping. The Planning Board, in reviewing the plans, shall determine that the recreational area is suited to its intended use in terms of the environment and will meet the needs of the project's inhabitants as provided in §405-38A(5).
  - (b) Maintained by the project owner or a homeowners' association in accordance with the provisions of §405-62A(14). The provisions of §405-38A(6) shall apply in the case of townhouse and multifamily projects; and
  - (c) Designed so open space adjacent to buildings not surfaced shall be graded and seeded to provide a thick stand of grass or other ground cover material. Two suitable specimen trees and four evergreen shrubs, exclusive of those areas used in connection with parking or other areas, shall be provided for each dwelling unit. This requirement for trees shall only be waived or modified if the site upon which the project is to be constructed is wooded and found to have adequate trees standing which will remain after development and construction are completed. Any landscaping shall be subject to the approval of the Township Shade Tree Commission, or Planning Board when no Commission exists.

G. Buffers and common facilities.

- (1) Perimeter buffer requirements. For any townhouse, multifamily and senior housing development, landscape buffers shall be required along the perimeter property lines and where residential building types change. In the development of the site, existing vegetation shall be retained which is of high quality and appropriate density. Where existing vegetation is unsuitable, it shall be augmented or replaced by new plantings in accordance with a landscape plan submitted to and approved by the board with jurisdiction over the application. The perimeter buffer shall be a minimum width of twenty (20) feet and suitable for its function of site enhancement, screening, or control of climatic effects. The perimeter buffer may be planted within any required perimeter setback but shall not be included in any fee simple lot. The buffer shall be



planted in accordance with the landscaping buffer standards of §405-62(A)(4). Utility installations, stormwater management facilities, refuse collection facilities and parking areas shall not be located in the required buffer area and shall be suitably screened to avoid a visual or other nuisance.

- (2) Where on-site sewage disposal facilities are found safe and approved by the appropriate health agencies, common use of such facilities shall be permitted.
- (3) Street widths, parking, parking courts and similar facilities for vehicles shall meet the Residential Site Improvement Standards at N.J.A.C. 5:21-1 et seq.

H. Affordable housing. Any district containing the word “inclusionary” in its title or identified in the Housing Element and Fair Share Plan of the municipality as a site for affordable housing shall provide a minimum of 15% of total units when the tenure is for rent or lease and 20% of total units when the tenure is for sale (whether fee simple, condominium, cooperative or other horizontal property regime). Any such affordable housing shall comport with the requirements of Chapter 108 of the Code of the Township of Upper Deerfield.

**Section 6. Severability.** If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of Chapter 108 as a whole, or any other part thereof.

**Section 7. Repealer.** All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

**Section 8. Enactment.** This Ordinance shall take effect upon the filing thereof with the Cumberland County Planning Board after final passage, adoption, and publication by the Township Clerk of the Township of Upper Deerfield in the manner prescribed by law.

  
\_\_\_\_\_  
James Crilley, Chairman

Adopted: September 5, 2019

Finally Attested:

  
\_\_\_\_\_  
Roy J. Spoltore, Township Clerk

First Reading: August 15, 2019

Publication: August 22, 2019

Publication of Final Adoption: September 11, 2019

ZONING AND DEVELOPMENT

Township of Upper Deerfield

Schedule of District Regulations R-3A  
Inclusionary Residential District

Permitted Uses	Minimum Lot Sizes			Minimum Yard			Maximum	
	Area (acres)	Width <sup>1</sup> (feet)	Front (feet)	Side (feet)	Rear (feet)	Height (feet)	Lot Coverage (%/Sf.)	
In any R-3A Inclusionary Residential District only the following uses are permitted by right:								
(1) Principal uses:								
(a) Townhouse and multifamily dwelling projects as per §405-55 <sup>2</sup>	10	500	N/A <sup>3</sup>	35	30	40	50%	
(b) Municipal use.	.05	30	5	5	5	28	50%	
(2) The following conditional use in accordance with § 405-70 is permitted:								
(a) Home occupations as per § 405-26	N/A	N/A	N/A	* <sup>4</sup>	*	N/A	6%	Additional coverage allowed:
(3) Accessory uses, located on the same lot with a permitted principal or conditional use <sup>5</sup> :								
(a) In connection with a permitted residential use, accessory uses customarily incidental to residential uses, including garages, private community swimming pool as per § 405-32, and garden or storage sheds	N/A	N/A	*	20	20	35	10%	
(b) Accessory uses and structures customarily incidental to any other permitted principal use	N/A	N/A	N/A	20	30	35	5%	
(c) Signs as per § 405-31	N/A	N/A	N/A	20	20	N/A	N/A	N/A

ZONING AND DEVELOPMENT

Permitted Uses	Minimum Lot Sizes		Minimum Yard			Maximum	
	Area (acres)	Width <sup>1</sup> (feet)	Front (feet)	Side (feet)	Rear (feet)	Height (feet)	Lot Coverage (%/Sf)
(d) Bus shelters as per § 405-54	N/A	N/A	N/A	20	N/A	15	200 sf.
(e) Yard sales as per § 405-58	N/A	*	N/A	N/A	N/A	10	N/A

**NOTES:**

- <sup>1</sup> Direct access to an arterial roadway, as classified in the Township's adopted Master Plan, shall be prohibited unless the frontage of the property involved is 500 feet or greater. In cases where the frontage is less than 500 feet, any lot shall utilize reverse frontage, a marginal access street or access from an abutting roadway, which is not classified as an arterial or from adjoining property.
- <sup>2</sup> Any residential development shall set aside at least 15% of rental and 20% of for-sale dwellings for occupancy by low and moderate income households in accordance with the standards and regulations of Chapter 108, Affordable Housing, of the Code of the Township of Upper Deerfield.
- <sup>3</sup> N/A = Not applicable; however, check chapter text if cited with use.
- <sup>4</sup> \* = The requirement for this particular use shall be the same as that cited for the permitted use which it is an accessory use thereto. In the case of the minimum percent of coverage for an accessory use, whenever cited such percentage shall be in addition to what was cited above for the permitted use.
- <sup>5</sup> Additional standards and requirements for a given conditional use may be specified by reference of the Planning Board as part of site plan review. All uses must conform to county, state and federal laws.



**TOWNSHIP OF UPPER DEERFIELD**

**ORDINANCE 811**

**MODIFYING THE TOWNSHIP OF UPPER DEERFIELD REDEVELOPMENT PLAN (RT. 77), TO ADD A SENIOR RESIDENTIAL INCLUSIONARY ZONING DISTRICT IN FURTHERANCE OF THE FAIR HOUSING ACT OF 1985 AND TO ELIMINATE THE ENTERTAINMENT OVERLAY DISTRICT**

**WHEREAS**, the New Jersey Supreme Court and New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA") that every municipality in New Jersey has an affirmative obligation to facilitate the provision of low and moderate income housing; and

**WHEREAS**, the Township Committee of the Township of Upper Deerfield are desirous of ensuring the proper implementation of the Fair Housing Act and associated rules through the adoption of land use regulations by the governing body; and

**WHEREAS**, the Township of Upper Deerfield desires to implement policies established by the New Jersey Supreme Court in In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV) to foster affordable housing opportunities for the production of dwellings and their occupancy by low and moderate income households.

**WHEREAS**, the Township Committee of the Township of Upper Deerfield recognize the need to modify the existing Township of Upper Deerfield Redevelopment Plan for the Rt. 77 highway corridor, dated November 2005, to create a new housing opportunity for senior housing with an inclusionary component; and

**WHEREAS**, the Planning Board of the Township of Upper Deerfield has reviewed and made recommendations on this ordinance to the governing body.

**NOW THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Upper Deerfield, Cumberland County, New Jersey, that the Redevelopment Plan (Rt. 77) dated November 2005 shall be modified as follows:

**Section 1.** Section V, Statement of Purpose and Intent, shall be modified by adding language supportive of senior housing to the document as follows:

**B. PUBLIC POLICY GOALS**

1. [Unchanged]

a-d. [Unchanged]

e. To development new forms of senior housing, restricted to persons 55 years and older as permitted by federal statute, and within a comprehensively planned development of diverse housing types, provide for low and moderate income households in accordance with the municipality's housing element and fair share plan.

**C. REDEVELOPMENT PLAN OBJECTIVES**

1-20. [Unchanged]

21. To provide for senior housing with an affordable housing component located within close proximity to shopping and services that will also provide new customers for the Township's retail areas.

**Section 2. Exhibit E** to the Redevelopment Plan, entitled, Recommended Land Use and Bulk Regulations, as amended, shall be further modified by eliminating the Entertainment District Overlay on the Town Center District.

**Section 3. Exhibit E** to the Redevelopment Plan shall be further modified by adding a Senior Inclusionary Housing District as attached as Appendix A to this Ordinance.

**Section 4. Exhibit F** to the Redevelopment Plan, entitled, Redevelopment Area Zone Plan, shall be modified by adding, Exhibit F Enlargement: Senior Inclusionary Housing, depicting the lower portion of the Rt. 77 Redevelopment Area roughly from Love Lane south to the limits of the redevelopment area designation wherein the elimination of the Entertainment District – Overlay, the Senior Inclusionary Housing District and the reduction in the Town Center District are graphically shown in Appendix B, attached hereto.

**Section 5. Severability.** If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the Ordinance as a whole, or any other part thereof.

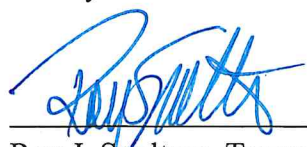
**Section 6. Repealer.** All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

**Section 7. Enactment.** This Ordinance shall take effect upon the filing thereof with the Cumberland County Planning Board after final passage, adoption, and publication by the Township Clerk of the Township of Upper Deerfield in the manner prescribed by law.

  
\_\_\_\_\_  
James Crilley, Chairman

Adopted: September 5, 2019

Finally Attested:

  
\_\_\_\_\_  
Roy J. Spoltore, Township Clerk

First Reading: August 15, 2019

Publication: August 22, 2019

Publication of Final Adoption: September 11, 2019

## **APPENDIX A**

## SENIOR INCLUSIONARY HOUSING

Permitted Uses	Minimum Lot Sizes		Minimum Yard			Maximum	
	Area (sf. or acres)	Width (feet)	Front (feet)	Side (feet)	Rear (feet)	Height (feet)	Lot Coverage (percent)
(1) Principal uses <sup>(1)</sup> :							
(a) Single-family, detached dwelling – fee simple	6,000 sf.	60	30	10	20	35	40%
(b) Two-family dwelling - fee simple	4,000 sf. each dwelling	40	30	Common wall, 0 Other side 8	15	35	60%
(c) Townhouse dwelling – fee simple	2,000 sf. each dwelling	20	20	Common wall, 0 Other side 8		35	75%
(d) Townhouse dwelling – not fee simple	10 acres	500	See §405-55 for building separation requirements			35	50% (Tract Area)
(e) Quadraplex dwelling – not fee simple	10 acres	500				28	50% (Tract Area)
(2) The following conditional use in accordance with § 405-70 is permitted:							
(a) Home occupations as per §405-26	N/A <sup>(2)</sup>	N/A	N/A	N/A	N/A	N/A	2% <sup>(3)</sup>
(3) Accessory uses, located on the same lot with a permitted principal or conditional use:							
(a) In connection with a permitted residential use, accessory uses customarily incidental to residential uses, including garages, garden and storage sheds and swimming pools on fee simple lots as per § 405-32	N/A	N/A	Not a permitted location	10	15	35	2%
(b) Community center for the use of residents and their guests (fee simple)	20,000 sf.	100	50	20	25	30	25%
(c) Common open space and active recreation, including indoor recreation, for common use of residents and guests	2 acres	200	50	50	50	35	15%
(d) Management and sales/rental office (fee simple)	15,000 sf.	100	50	20	25	30	50%



(e) Maintenance building (fee simple)	20,000 sf.	100	50	20	25	30	25%
(b) Accessory uses and structures customarily incidental to any other permitted principal use	N/A	N/A	N/A	10	15	35	5%
(c) Signs as per § 405-31	N/A	N/A	N/A	10	10	N/A	N/A
(d) Communication facilities as per § 405-34	N/A	N/A	N/A	N/A	N/A	15	N/A
(e) Bus shelters as per § 405-54	N/A	N/A	N/A	10	15	10	1%
(f) Yard sales as per § 405-58	N/A	•	N/A	N/A	N/A	10	0%

NOTES: 1 Direct lot access to an arterial roadway, as classified in the Township's adopted Master Plan, shall be prohibited

2 N/A = Not applicable; however, check chapter text if cited with use.

3 The coverage limitation for a particular accessory use shall be the same as that cited for the permitted use, which it is an accessory use thereto. In the case of the maximum percentage of coverage for an accessory use, the percentage shall be in addition to that allowed for the permitted principal use, except where such accessory use to the development as a whole is placed on an individual lot. In that instance, the percent of coverage allowed pertains to the individual lot and not an addition to the percent otherwise allowed.

4 Additional standards and requirements for a given conditional use may be specified by reference of the Planning Board as part of site plan review. All uses must conform to county, state and federal laws.

## **APPENDIX B**







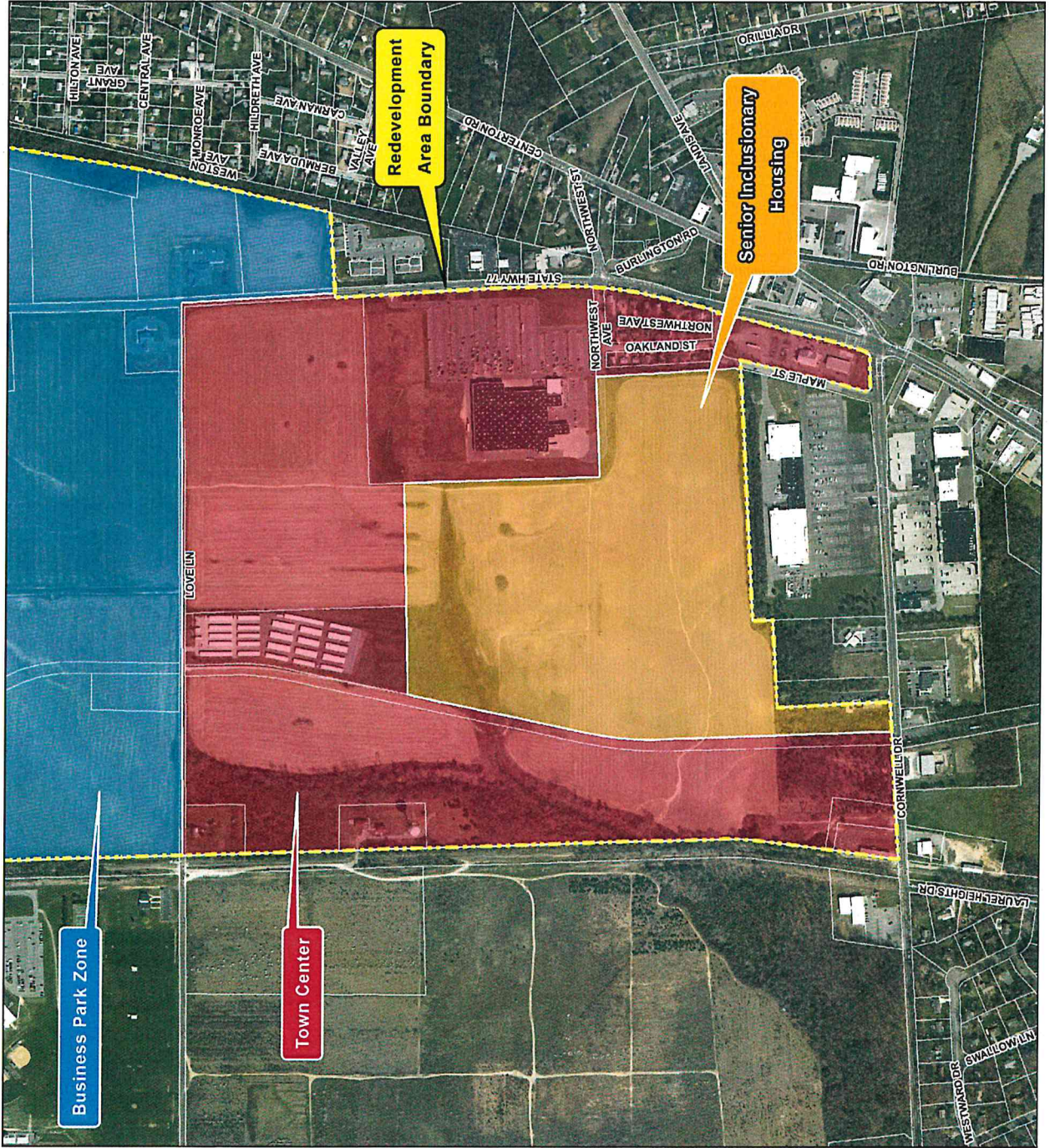
# Exhibit F Enlargement: Senior Inclusionary Housing

LOCATION:  
Upper Deerfield Township, Cumberland County, NJ

DATE:  
July 2019

## Legend

-  Redevelopment Area
-  Business Park Zone
-  Town Center
-  Senior Inclusionary Housing



KEY MAP



**Clarke Caton Hintz**  
Architecture  
Planning  
Landscape Architecture

## **APPENDIX N**

# **Affordable Housing Procedural and Eligibility Requirements, Chapter 108**

**TOWNSHIP OF UPPER DEERFIELD**

**ORDINANCE NO. 807**

**ORDINANCE ESTABLISHING CHAPTER 108, ENTITLED, "AFFORDABLE HOUSING PROCEDURAL AND ELIGIBILITY REQUIREMENTS", TO IMPLEMENT THE THIRD ROUND OF AFFORDABLE HOUSING IN ACCORDANCE WITH THE FAIR HOUSING ACT OF 1985**

**WHEREAS**, the New Jersey Supreme Court and New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA") that every municipality in New Jersey has an affirmative obligation to facilitate the provision of low and moderate income housing; and

**WHEREAS**, the Township Committee of the Township of Upper Deerfield are desirous of ensuring the proper implementation of the Fair Housing Act and associated rules through the adoption of land use regulations by the governing body; and

**WHEREAS**, the Township of Upper Deerfield desires to implement policies established by the New Jersey Supreme Court in In re N.J.A.C. 5:96 and 5:108, 221 N.J. 1, 30 (2015) (Mount Laurel IV) to foster affordable housing opportunities for the production of dwellings and their occupancy by low and moderate income households.

**WHEREAS**, the Township Committee of the Township of Upper Deerfield recognize the need to adopt Affordable Housing Procedural and Eligibility Requirements to implement the Housing Element and Fair Share Plan; and

**WHEREAS**, the Planning Board of the Township of Upper Deerfield has reviewed and recommended the adoption of this ordinance.

**NOW THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Upper Deerfield, Cumberland County, New Jersey, as follows:

**Section 1.** Chapter 108, Affordable Housing Controls and Procedures, shall be enacted, as follows:

**§108-1. Purpose.**

This chapter is designed to implement the Township's adopted housing element and fair share plan for low- and moderate-income housing adopted pursuant to the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) (the "Act"); the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.) ("UHAC"); extant regulations of the New Jersey Council on Affordable Housing ("COAH"), and judicial decisions. This Chapter is designed to ensure that affordable housing created under the Fair Housing Act is occupied by low- and moderate-income households for the appropriate period of time. All words, phrases, and terms not otherwise defined herein shall have



the same meanings and usages as in the Act and UHAC. This chapter provides rules for the establishment and administration of affordability controls on each income restricted dwelling unit for which the Township receives credit.

**§108-2. Word Usage and Definitions.**

A. Word Usage. In interpreting this Chapter words in one tense shall include other tenses or derivative forms; words in the singular shall include the plural and in the plural, the singular; either gender shall include the other; the word "shall" is mandatory; the word "may" is permissive; the word "used" shall include "arranged," "designed," "constructed," "altered," "converted," "rented," "leased," or "intended to be used"; the word "lot" includes the words "plot," and "premises".

B. Definitions. The following definitions shall have the meanings indicated:

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. 5:93 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.S.A. 52:27D-304; 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 DWELLING UNIT: A very low, low or moderate income dwelling unit.

AFFORDABLE DEVELOPMENT: A housing development all or a portion of which consists of income restricted units.

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.

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

AFFORDABLE RENTAL CHARGES: A monthly rent including utilities charged to an eligible very low, low or moderate income family which shall not exceed thirty percent (30%) of their monthly gross income as calculated by N.J.A.C. 5:93-7.4(f).

**AFFORDABLE UNIT:** A housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

**AGE-RESTRICTED DEVELOPMENT:** A residential development consisting housing units 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 wherein the unit is situated are sixty-two (62) years of age or older; or 2), at least eighty percent (80%) of the units are occupied by one person who is fifty-five (55) years of age 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 §807(b)(2) of the Fair Housing Act, 42 U.S.C. §3607.

**ASSISTED LIVING RESIDENCE OR FACILITY:** A facility that is licensed by the NJ 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.

**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 arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the DCA; 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.

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

**DCA:** The State of New Jersey Department of Community Affairs

**DEFICIENT HOUSING UNIT:** A housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

**DEVELOPMENT FEE:** means money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8 and administered in Chapter 158 of the Code of the Township of Upper Deerfield.

**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.

**HOUSEHOLD:** Persons, whether related or unrelated, living together in a single dwelling unit, with common access to and common use of all living and eating areas and all areas and facilities for the preparation and serving of food within the dwelling unit.



**HOUSING ELEMENT or HOUSING PLAN ELEMENT:** The portion of the Township’s Master Plan, required by the Municipal Land Use Law in 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 Upper Deerfield’s fair share obligation.

**INCLUSIONARY DEVELOPMENT:** A development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

**LOW-INCOME HOUSEHOLD:** A household with a total gross annual household income equal to fifty percent (50%) or less of the regional median household income by household size.

**LOW-INCOME UNIT:** A restricted unit that is affordable to a low-income household.

**MAJOR SYSTEM:** The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

**MARKET-RATE UNITS:** 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 housing region, as updated annually according to a formula approved by the Court.

**MODERATE-INCOME HOUSEHOLD:** A household with a total gross annual household income in excess of fifty percent (50%) but less than eighty percent (80%) of the regional median household income by household size.

**MODERATE-INCOME UNIT:** A restricted unit that is affordable to a moderate-income household.

**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.

**QUALIFIED PURCHASER OR RENTER:** A person who:

- A. Submits an application for certification as a qualified purchaser or renter to the management of the unit;
- B. Whose gross aggregate family income at the time of the proposed purchase or rental of an affordable unit is within very low, low or moderate income levels, as defined herein; and
- C. Who obtains certification as a qualified purchaser or renter of an affordable unit from Upper Deerfield Township’s Administrative Agent as set forth in this Chapter.

**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).

REFERRAL LIST, AFFORDABLE HOUSING: A register of eligible very low, low and moderate income households for which suitable units are not yet available.

REGIONAL ASSET LIMIT: The maximum housing value in each housing region affordable to a four-person household with an income at eighty percent (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 the Urban Homeownership Recovery Program (UHORP) or Market Oriented Neighborhood Investment (MONI) program.

UHAC: The 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 thirty percent (30%) or less of the median household income by household size.

VERY LOW-INCOME UNIT: A restricted unit that is affordable to a very low-income household.

WEATHERIZATION: Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

### **§108-3 General Provisions.**

- A. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Township of Upper Deerfield pursuant to the municipality's most recently adopted Housing Element and Fair Share Plan. All developers with sites identified for affordable housing pursuant to the most recent Housing Element and Fair Share Plan adopted by the Planning Board and Township Committee of Upper Deerfield, according to their respective duties, shall provide affordable housing units in accordance with the plan. All development that falls within the time period of the present round of affordable housing obligation shall construct units or pay a development fee in accordance with this Chapter.
- B. Moreover, this Ordinance shall apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide very-low, low- and moderate-income housing units. All restricted units, including those funded with federal Low Income Housing Tax Credits or other subsidy programs, shall include the required bedroom distribution and income distribution, shall be subject to affordability controls, and shall be affirmatively marketed in accordance with UHAC, with the exception that instead of ten percent (10%) of all rental affordable units being affordable to

households earning thirty-five percent (35%) or less of the regional median household income by household size, thirteen percent (13%) of all rental affordable units shall be affordable to households earning thirty percent (30%) or less of the regional median household income by household size, and all other applicable law.

- C. All new construction units shall be adaptable in conformance with N.J.S.A. 52:27D-311a and -311b and all other applicable law.

**§108-4 Inclusionary Calculations; Income and Bedroom Distributions.**

- A. In the event that the inclusionary set-aside percentage (fifteen percent [15%] or twenty percent (20%), as the case may be) of the total number of residential units does not result in a full integer, the developer shall address the fractional unit in the following manner:

- (1) The developer shall round the set-aside upward to construct a whole additional affordable unit; or
- (2) If the set-aside includes a fractional unit less than 0.5, the developer may round the set-aside downward and construct the lesser whole number of affordable units, but shall also make a payment in lieu of constructing the fractional additional unit (“fractional payment in lieu”). The fractional payment in lieu amount shall be calculated as the fractional unit multiplied by the payment in lieu amount of \$220,000.00, increased annually by the Urban Consumer Price Index. For example, if seven (7) total units are developed at an inclusionary site, a twenty percent (20%) set-aside would require 1.4 affordable units. The developer shall round up the 0.4 unit to one (1) whole affordable unit and construct a total of two (2) affordable units or pay \$88,000.00 to the affordable housing trust fund in lieu of construction.

- B. Income distribution of affordable dwelling units.

- (1) At least half of all affordable units within each affordable housing development shall be affordable to low-income households.
- (2) At least half of the affordable units within each affordable housing development shall be affordable to low-income households. Of the total number of affordable rental units, thirteen percent (13%) shall be affordable to very low-income households.

**§108-5 Occupancy Standards**

- A. 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 is no greater than twenty percent (20%) of the total low- and moderate-income units;
- (2) At least thirty percent (30%) of all low- and moderate-income units are two bedroom units;
- (3) At least twenty percent (20%) of all low- and moderate-income units are three bedroom units; and

- (4) The remainder, if any, may be allocated at the discretion of the developer.
- B. Age-restricted low- and moderate-income units may utilize a modified bedroom distribution. At a minimum, the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the affordable development. The standard may be met by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit.
- C. In determining the initial rents and initial sales prices for compliance with the affordable average requirements for restricted units other than age-restricted dwellings, the following standards shall be used:
- (1) Studio 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;
  - (5) A four-bedroom unit shall be affordable to a six-person household.
- D. For age-restricted affordable dwellings, the following standards shall be used:
- (1) A studio shall be affordable to a one-person household;
  - (2) A one-bedroom unit shall be affordable to one-and-one-half person household;
  - (3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- E. 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 unit bedroom;
  - (2) Provide children of different sex with separate bedrooms; and
  - (3) Prevent more than two persons from occupying a single bedroom.
- F. Size of Units. The minimum size of affordable housing units, which is necessary to ensure the public health safety and welfare of its occupants, shall be as indicated in the following table:

**Table 108.1. Minimum Size of Affordable Housing Units**

<b>Type of Unit</b>	<b>Minimum Size (gross square feet)</b>
Efficiency	500
One-bedroom	600
Two-bedroom	750
Three-bedroom	900

In the event that a program providing funding for the construction of units requires a different minimum habitable floor area for a unit, such program requirements shall prevail.

G. Certificates of Occupancy. The following additional requirements for the issuance of certificates of occupancy shall apply to inclusionary developments:

- (1) Final site plan or subdivision approval for any inclusionary development shall be contingent upon the affordable housing development meeting the following phasing schedule for low- and moderate-income units whether developed in one stage or more stages. The initial issuance of certificates of occupancy for market units shall be linked to the issuance of certificates of occupancy for affordable units. Prior to the issuance of the certificates of occupancy for market units, certificates of occupancy for affordable units shall be required in the following minimum ratios:

**Table 108.2. Required Percentage of Affordable to Market Units**

<b>Percentage of Affordable Housing Units Completed</b>	<b>Percentage of Market Housing Units Completed</b>
0%	25%
10%	25% + 1
50%	50%
75%	75%
100%	90%

- (2) Each unit of affordable housing shall require a certificate of occupancy, which shall become void upon a change of owner or tenant.
- (3) No certificate of occupancy shall be issued for a low and moderate income unit unless the provisions of N.J.A.C. 5:93-9.3, or superseding administrative code, are met.

H. Utilities and Heating Source. 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 the NJ Department of Community Affairs for its Section 8 program. Affordable units shall utilize the same type of heating source as market units within the affordable development.

I. Appearance and Location. The facade of an affordable housing dwelling shall be indistinguishable from those of market units in terms of the use of exterior materials, windows, doors, reveal, roof pitch, color, or other material. Affordable housing units shall be fully integrated with market rate housing to the greatest extent feasible and shall have access to open space and site amenities comparable to that of market rate units, unless otherwise approved by the Municipal Housing Liaison.

J. Tenure. For inclusionary developments with a single housing type, the affordable housing units shall have the same tenure as the market housing units.

**§108-6 Township Administrative Agent and Other Administrative Agents**

A. The Township Committee shall yearly appoint a Township Administrative Agent to monitor

sales and resales of affordable housing units pursuant to N.J.A.C. 5:80-26.14. The Administrative Agent of the municipality may also be the Municipal Housing Liaison, but is not required to be.

- B. The Township Administrative Agent shall monitor the designated Administrative Agent of the developer in the initial sales and rental transactions for low- and moderate-income dwellings in accordance with N.J.A.C. 5:80-26.14, as it may be amended or superseded. The developer's administrative agent shall have all of responsibilities as put forth in this rule. After the initial sales and rental transactions, the Township Administrative Agent shall monitor the activities of the developer's or owner's Administrative Agent for any re-sales or re-rentals. If the person is the Township's Administrative Agent, then he or she shall assume all of the duties and responsibilities set forth in N.J.A.C. 5:80-26.14 following the initial renting, sales and occupancy of low- and moderate-income dwellings. The affordability controls set forth in this chapter shall be administered and enforced by the Administrative Agent regardless of association. The primary responsibility of the Administrative Agent shall be to ensure that the restricted units are sold or rented, as applicable, only to low- and moderate-income households in accordance with the Fair Housing Act.
- C. The Township Committee may establish a reasonable fee to program participants for the administration of the affordability controls program.
- D. The Administrative Agent, whether the Township's representative, developer's agent, or a delegated agent, shall have the responsibility to income qualify low and moderate-income households, to place income eligible households in low- and moderate-income units upon initial occupancy, to provide for the initial occupancy of 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 advertising and outreach to low- and moderate-income households, and to enforce the terms of the deed restriction and mortgage loan. All Administrative Agents shall provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements and landlord/tenant law.
- E. The Municipal Housing Liaison shall coordinate his or her activities with the Township Administrative Agent to ensure the accurate tracking of the progress of affordable housing in the municipality, answer inquiries regarding affordable housing from the public or direct same to the appropriate official or agency, and comply with the affordable housing monitoring and reporting requirements of the state.
- F. In order to ensure an orderly transfer of control responsibility from a municipality to an Administrative Agent, from one Administrative Agent to another Administrative Agent, or other transfer, the requirements as set forth in N.J.A.C. 5:80-26.17 shall apply as are necessary before or during the transition. The Administrative Agent's enforcement responsibility for implementing such practices and procedures shall not be delegated or otherwise transferred to any other party, except to a successor administrative agent.
- G. By accepting state funds for affordable housing purposes, or by submitting to the jurisdiction of the NJ Department of Community Affairs or its successor agency, the Township of Upper Deerfield shall be deemed to have delegated to the Administrative Agent the day-to-day responsibility for implementing practices and procedures designated to ensure effective

compliance with the controls set forth in this Article. The governing body of the municipality, however, shall retain the ultimate responsibility for ensuring effective compliance with the requirements as set forth in UHAC and any settlement agreements pertaining to affordable housing matters.

- H. The Township Administrative Agent shall keep records of the affirmative marketing activities undertaken in accordance with the affirmative marketing plan established by any developer's Administrative Agent. The records shall include, but not be limited to, the following:
- (1) Electronic reporting of affordable housing activity; any required paper forms;
  - (2) Copies of any press releases, brochures, flyers, print advertisements and application forms used in the affirmative marketing program.
  - (3) The income and demographic characteristics of each household applying for and occupying income-restricted housing.
  - (4) An evaluation of any necessary adjustments required to the affirmative marketing program as communicated by the Administrative Agent.

**§108-7 Monitoring Requirements.**

- A. The Municipal Housing Liaison shall complete and return to COAH, its successor, or court of competent jurisdiction all forms necessary for monitoring requirements related to dwelling units in affordable housing projects and the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Township of Upper Deerfield's approved housing program, as well as to the expenditure of revenues and implementation of the approved plan.
- B. Beginning on January 22, 2020, and on every anniversary of that date through January 2026, the Township agrees to provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs (NJDC), Council on Affordable Housing (COAH), or Local Government Services (NJLGS), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center (FSHC) and posted on the municipal website, using forms developed for this purpose by the NJDC, COAH, or NJLGS. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
- C. Beginning on January 22, 2020, and on every anniversary of that date through January 2026, 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 FSHC, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.
- D. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to



present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity. Any interested party may by motion request a hearing before the Court regarding these issues.

- E. By January 22, 2021, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, 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 its family very low income requirements. 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 and family very low income housing obligations.

**§108-8 Submission of Affordable Housing Plan.**

- A. The developer of low and moderate income housing units shall submit to the Township Administrative Agent an Affordable Housing Plan that describes of the means to be used to insure that the required low and moderate income units are sold or rented only to low and moderate income households for a period of not less than thirty (30) years, that such units meet bedroom distribution and phasing requirements, and comports with the requirements of this Chapter pertaining to the provisions, leasing, selling and transferring units among eligible low and moderate income households.
- B. The Affordable Housing Plan shall indicate how the developer will comply with the procedures of this Article for selecting occupants of low and moderate income housing and the required affirmative marketing requirements. The requirements for affirmative marketing are found in §108-19. Whenever a developer proposes a third party operator or manager of affordable housing units, the Municipal Housing Liaison shall specifically approve such operator and manager.
- C. The following information shall promptly be provided to the Township Administrative Agent by the developer or sponsor of any project containing any affordable units' subject to the requirements of this Article, upon the later of either final municipal land use approval or issuance of a grant contract by a governmental authority:
  - (1) The total number of units in the project, and number of restricted units, broken down by bedroom size, identifying which are low and which are moderate income dwellings, and including street addresses of restricted dwellings;
  - (2) Floor plans of all affordable dwellings, including complete and accurate identification of uses and dimensions of all rooms;
  - (3) A project map identifying the locations of low and moderate income and market dwellings;
  - (4) A list of project principals or partners, together with a list of all other affordable projects in which they have been involved over the previous five years;
  - (5) Projected construction schedule;
  - (6) Proposed pricing for all units, including any purchaser options and add-on items;

- (7) A list of all public funding sources and copies of grant or loan agreements for those sources;
  - (8) Condominium fees or homeowner association and any other maintenance or other fees;
  - (9) Estimated real property taxes for sale units;
  - (10) Sewer, trash disposal and any other utility assessments;
  - (11) Flood insurance requirement, if applicable;
  - (12) A description of all HVAC systems;
  - (13) Location of any common areas and elevators;
  - (14) Proposed form of lease for any rental units;
  - (15) The name of the person who will be responsible for official contact with the Township Administrator for the duration of the project;
  - (16) The name and qualifications of the developer's administrative agent, if applicable; and
  - (17) The State-approved Planned Real Estate Development public offering statement and/or master deed where available or applicable.
- D. The developer shall submit the Affordable Housing Plan to the Township Administrative Agent at least forty-five (45) days prior to the advertising of the availability of the units. The agent will approve or modify the plan within thirty (30) working days of receipt of the plan or within such time as additionally granted by the developer.

**§108-9 Household Income Limitations.**

- A. The incomes of low and moderate-income households occupying affordable housing shall not exceed the income limits as of January 1 of the current year.
- B. Median Income Determination. 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 the U.S. Department of Housing and Urban Development (HUD) as follows:
  - (1) Regional income limits shall be established for the Region 6 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 6. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be eighty percent (80%) of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be fifty percent (50%) of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be thirty percent (30%) 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 subparagraph –(1) 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 subparagraph –(1) 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.

- C. Affordable Housing Purchase or Rent. Very low income housing units shall be reserved for households with a gross household income less than or equal to thirty percent (30%) of the median regional income. Very low income households shall be considered a subset of low income units. Of the number of very low income households, at least fifty percent (50%) shall be for family households. Low income housing units shall be reserved for households with a gross household income less than or equal to fifty percent (50%) of the median regional income. Moderate income units shall be reserved for households with a gross household income more than fifty percent (50%) but equal to or less than eighty percent (80%) of the median income.
- D. Assisted Living Facilities. Income determination and eligibility for assisted living facilities shall also comply with the New Jersey Housing and Mortgage Finance Agency's Assisted Living Underwriting Guidelines and Financing Policy, dated May 28, 1996, as it may be amended or superseded. The monthly fee for rent, meals, and basic services for the affordable units in the assisted living facility shall not exceed eighty percent (80%) of household income. For the purposes of this section, 62.5% of the fee shall be assumed to be for meals and basic services and 37.5% of the fee for rent.

**§108-10 Household Income Verification.**

- A. The Administrative Agent shall secure all information from applicant households necessary and appropriate to determine that restricted dwellings are occupied by properly sized households with appropriate very low, low or moderate income levels. No household may be referred to a restricted dwelling, or may receive a commitment with respect to a restricted dwelling, unless that household has received a signed and dated certification, as set forth in this section, and has executed the certificate in the form provided.
- B. The Administrative Agent shall use a random selection process to select occupants of very low, low and moderate- income housing.
- C. The Administrative Agent shall prepare a standard form of certification and shall sign and date one for each household when certified. This certification shall be known as a Certificate of

Eligibility and shall be a prerequisite for the purchase or rental of an income-restricted dwelling. An initial certification shall be valid for no more than 180 days unless a valid contract for sale or lease has been executed within that time period. In this event, certifications shall be valid until such time as the contract for sale or lease is ruled invalid and no occupancy has occurred. Certifications may be renewed in writing at the request of a certified household for an additional period of 180 days at the discretion of the Administrator or Administrative Agent.

- D. When reviewing an applicant household's income to determine eligibility, the Administrator or Administrative Agent shall compare the applicant household's total gross annual income to the regional very low, low and moderate income limits then in effect, as approved by the court of competent jurisdiction. For the purposes of this subchapter, income includes, but is not limited to, wages, salaries, tips, commissions, alimony, regularly scheduled overtime, pensions, social security, unemployment compensation, Temporary Assistance for Needy Families (TANF), verified regular child support, disability, net income from business or real estate, and income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds and imputed income from non-income producing assets, such as equity in real estate.
- E. Except as otherwise specifically stated in this subchapter, the sources of income considered by the Administrator or Administrative Agent shall be the types of regular income reported to the Internal Revenue Service and which is eligible to be used for mortgage loan approval. Household annual gross income shall be calculated by projecting current gross income over a 12-month period.
- F. Assets not earning a verifiable income shall have an annual imputed interest income using a current average annual savings interest rate. Assets not earning income include, but are not limited to, present real estate equity. Applicants owning real estate shall produce documentation of a market value appraisal and outstanding mortgage debt. The difference shall be treated as the monetary value of the asset and the imputed interest added to income. If the applicant household owns a primary residence with no mortgage on the property valued at or above the regional asset limit, a Certificate of Eligibility shall be denied by the Administrator or Administrative Agent, unless the applicant's existing monthly housing costs (including principal, interest, taxes, homeowner and private mortgage insurance, and condominium and homeowner association fees as applicable) exceed 33% of the household's eligible monthly income.
- G. Rent from real estate shall be considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance and reasonable property management expenses as reported to the Internal Revenue Service. Other expenses are not deductible. If actual rent is less than fair market rent, the Administrator or Administrative Agent shall impute a fair market rent.
- H. Income does not include benefits, payments, rebates or credits received under any of the following:
  - (1) Federal or State low income energy assistance programs;
  - (2) Food stamps, payments received for foster care, relocation assistance benefits;

- (3) Income of live-in attendants, scholarships, student loans, and personal property, including but not limited to, automobiles; and
  - (4) Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements, and part-time income of persons enrolled as full-time students.
  - (5) Income, however, does include interest and other earnings from the investment of any of the foregoing benefits, payments, rebates, or credits.
- I. The Administrative Agent shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify the member's income, including income received by adults on behalf of minor children for their benefit. Household members 18 years of age or older who do not receive income must produce documentation of current status. Income verification documentation may include, but is not limited to, the following for each and every member of a household who is 18 years of age or older:
- (1) Four consecutive pay stubs, not more than 120 days old, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure;
  - (2) Copies of Federal and State income tax returns for each of the preceding three tax years;
  - (3) A letter or appropriate reporting form verifying monthly benefits such as Social Security, unemployment, TANF, disability or pension income (monthly or annually);
  - (4) A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support;
  - (5) Income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds; and
  - (6) Evidence or reports of income from directly held assets such as real estate or businesses.
  - (7) Court ordered payments for alimony or child support to another household, whether or not it is being paid regularly, shall be excluded from income for purposes of determining income eligibility.
- J. At the discretion of the Administrative Agent, households may also be required to produce documentation of household composition for determining the correct dwelling size and applicable median income guide.
- K. **Tenant Income Eligibility.** In addition to the foregoing requirements, tenant income eligibility shall be in accordance with the median income limits of N.J.A.C. 5:80-26.13. Very low-income rental units shall be reserved for households with a gross household income less than or equal to thirty percent (30%) of the regional median household income by household size. Low-income rental units shall be reserved for households with a gross household income less than or equal to fifty percent (50%) of the regional median household income by household size. Moderate-income rental units shall be reserved for households with a gross household income less than eighty percent (80%) of the regional median household income by household size.
- L. 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 thirty-five percent (35%) (forty percent (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:

- M. The household currently pays more than thirty-five percent (35%) (forty percent (40%) for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
  - (a) The household has consistently paid more than thirty-five percent (35%) (forty percent (40%) for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
  - (b) The household is currently in substandard or overcrowded living conditions;
  - (c) The household documents the existence of assets with which the household proposes to supplement the rent payments; or
  - (d) 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.
- N. The applicant shall file documentation sufficient to establish the existence of the circumstances in –M(a) through –M(d) above with the Administrative Agent, who may counsel the household on budgeting.

**§108-11 Certificate of Eligibility, Waiting List and Selection**

- A. If the household is found to be eligible for low- and moderate-income housing, they shall be issued a Certificate of Eligibility and placed on the affordable housing waiting list, except in the event that such a certificate is withheld or removed in accordance with this section. Eligible persons that live or work within Housing Region 6 shall have preference over those that live or work in another housing region.
- B. Applicants shall be selected in the order in which their applications are certified and in accordance with the provisions of this section.
- C. Households remaining on a waiting list shall update its application no later than April 30 each year, including the most recent federal income tax return of each member of the proposed household and such other updated income and other information requested on the application.
- D. Households on the waiting list who have not submitted the required information by May 15 each year shall be notified by certified mail, mailed to the address on file that they have until June 30 of that year to provide the information or they shall be removed from the waiting list.
- E. Any household whose income or priority category has changed such that the household has become eligible for a different category of housing or priority list shall be placed on the appropriate list without penalty or favor as of the date of the original application.
- F. Any household whose income has increased to the degree that it is no longer eligible for low or moderate income housing shall be removed from the waiting list.

- G. If the Township Administrative Agent or Administrative Agent has reason to believe that the information on file is erroneous or incomplete, he or she shall have the right to conduct an investigation and request any additional information deemed necessary to obtain accurate household information. If an applicant does not cooperate in such investigation or refuses to reply with the requested additional information within 30 days of said request, the applicant shall be removed from the list.
- H. All applications shall be notarized and certified complete and accurate. Anyone knowingly submitting incomplete, inaccurate, incorrect or false information may be removed from eligibility for very low-, low- and moderate-income dwellings. All information submitted to the Township Administrative Agent or Administrative Agent for the purposes of determining applicant eligibility shall be strictly confidential and not considered a public record.
- I. Prior to the time of availability of a very low-, low- and moderate-income dwelling, the Township Administrative Agent or Administrative Agent shall notify by certified mail the top three households on the waiting list for the type of dwelling available, its location and the estimated date it will be available. If a purchaser or tenant cannot be found from the top three households on the waiting list, notice shall be sent to the fourth, fifth, etc., household until a purchaser or tenant is found. The household shall, within 14 days of mailing, notify the Township Administrative Agent or Administrative Agent, in writing, of its intent to occupy the dwelling and, if selected, its intent to comply with the requirements of paragraph –J, below, within 15 days. Any household which fails to respond to the notice or chooses to reject a specific dwelling by informing the Administrative Agent in writing, shall retain its priority and shall be notified of available dwellings in the future, except that if a household chooses to reject a dwelling or fails to respond three times, it shall be removed from the list and must reapply and re-qualify if it wishes to be placed on the list at a new qualified priority.
- J. At the time of notice to a household of the availability of an appropriate type of dwelling and if the household notifies the Administrative Agent of its intent to occupy the dwelling and that household is selected for occupancy, each household member shall update the records on file and recertify the accuracy of the information as required herein. Information shall be reviewed and the eligibility status reconfirmed. The household selected shall only at that point proceed to make the legal and financial arrangements to acquire or lease the dwelling.
- K. If a household selected for occupancy is unable to obtain financing, it shall lose its eligibility for that dwelling, after notice, but shall retain its priority status for a similar appropriate dwelling as other dwellings become available and as long as the household remains eligible. When notified of the availability of another dwelling, updating and recertifying data as outlined in Subsection –J above is required.
- L. A certificate of eligibility may be withheld by the Township Administrative Agent or Administrative Agent as a result of an applicant’s inability to demonstrate sufficient present assets for down payment or security deposit purposes.
- M. A certificate of eligibility may be withheld by the Township Administrative Agent or Administrative Agent as a result of an applicant’s inability to verify funds claimed as assets, household composition or other facts represented.
- N. A certificate of eligibility shall be denied by the Township Administrative Agent or Administrative Agent as a result of any willful and material misstatement of fact made by the applicant in seeking eligibility.



**§108-12 Initial Selling and Renting Determinations.**

- A. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures as set forth in the Uniform Housing Affordability Controls.
- B. Required pricing stratification.
  - (1) The maximum rent for affordable units within each affordable development shall be affordable to households earning no more than 60% of median income and the average rent for low- and moderate-income units shall be affordable to households earning no more than 52% of median income. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low income and moderate income units, provided that at least thirteen percent (13%) of all low- and moderate-income units shall be affordable to households earning no more than thirty percent (30%) of median income.
  - (2) 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. Each affordable development shall achieve an affordability average of 55% for restricted ownership units. In achieving this affordability average, moderate income ownership units shall be available for at least three different prices for each bedroom type, and low income ownership units shall be available for at least two different prices for each bedroom type.
- C. Initial Pricing and Annual Increases of Affordable Dwellings.
  - (1) Owner-occupied dwellings initial pricing. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the dwelling, 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; provided, however, that the price shall be subject to the affordability average requirement as noted above.
  - (2) Rental dwellings initial pricing. The initial rent for a restricted rental dwelling shall be calculated so as not to exceed thirty percent (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.
  - (3) Owner-occupied dwellings annual increase. 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.
  - (4) Rental dwellings annual increase. The rent of low and moderate income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed nine percent (9%) in any one year. Rents for units constructed pursuant to low income housing tax credit

regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

- (5) Utilities. 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 the NJ Department of Community Affairs for its Section 8 program.

D. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

- (1) The initial purchase price for a restricted ownership dwelling shall be approved by the Township Administrative Agent.
- (2) The Township Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- (3) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income homeowners and the market homeowners.

E. The owners of restricted ownership units may apply to the Township Administrative Agent to increase the maximum sales price for the dwelling on the basis of eligible capital improvements. Eligible capital improvements shall be those that render the dwelling suitable for a larger household or the addition of a bathroom.

**§108-13 Affordability Controls for Ownership Units.**

- A. The affordability control period for a restricted ownership dwelling shall commence on the date the initial certified household takes title to the dwelling.
- B. Each restricted ownership dwelling shall remain subject to the requirements of UHAC until the Township of Upper Deerfield elects to release the dwelling from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.5(g). Prior to such municipal election, a restricted ownership dwelling shall remain subject to the requirements of N.J.A.C. 5:80-26.5, for a period of at least thirty (30) years, and for a period of at least ten (10) years or the sale and repayment of any loan proceeds for owner-occupied units that were rehabilitated. Where a dwelling unit is entered into an extension of expiring controls program, the time period for the ownership restriction shall be at least thirty (30) years from the date that the existing or prior restriction would have expired.
- C. The affordability control period for a restricted ownership dwelling shall commence on the date the initial certified household takes title to the dwelling.
- D. Each restricted ownership dwelling shall remain in compliance with and subject to the requirements of N.J.A.C. 5:80-26.5 for control periods, N.J.A.C. 5:80-26.6 for price restrictions, N.J.A.C. 5:80-26.7 for buyer income eligibility, N.J.A.C. 5:80-26.8 for limitations on indebtedness and subordination, N.J.A.C. 5:80-26.9 for capital improvements, and N.J.A.C. 5:80-26.10 for maintenance.
- E. Limitations on Indebtedness Secured by Ownership Dwelling; Subordination.

- (1) Prior to incurring any indebtedness to be secured by a restricted ownership dwelling, the Township Administrative Agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
- (2) 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 dwelling to exceed 95% of the maximum allowable resale price of that dwelling, as such price is determined by the Township Administrative Agent in accordance with N.J.A.C. 5:80-26.6(b).

F. Capital Improvements to Ownership Units.

- (1) The owners of restricted ownership units may apply to the Township Administrative Agent to increase the maximum sales price for the dwelling on the basis of capital improvements made since the purchase of the dwelling. Eligible capital improvements shall be those that render the dwelling suitable for a larger household or that adds an additional bathroom. In no event shall the maximum sales price of an improved housing dwelling exceed the limits of affordability for the larger household.
- (2) Upon the resale of a restricted ownership dwelling, all items of property that are permanently affixed to the dwelling or were included when the dwelling was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Township Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the dwelling and not included in the base price may be made a condition of the dwelling resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Township Administrative Agent. Unless otherwise approved by the Township Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the dwelling resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

G. Notice of Resale, Recapture Covenant and 95/5 Purchase Options.

- (1) The owner of the property is required to notify the Township Administrative Agent by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the period of affordability controls on restricted units in effect at the time the Property was first restricted as part of the Affordable Housing Program.
- (2) The municipal construction code official shall inspect the available affordable resale unit for construction and property maintenance code violation(s). The code official shall submit in writing to the owner and the Township Administrative Agent a listing of the violation(s). The estimated cost of the repairs not completed by the owner prior to resale shall be deducted from the resale price. The cost of repairs not undertaken by the owner will be determined by estimator(s) and/or contractor(s) supplied by the Township Administrative Agent and charged back to the seller.
- (3) Upon the first such non-exempt sale of the Property, 95% of the difference between, (i), the actual sale price; and (ii), the regulated maximum sales price that would be

applicable were the period of affordability controls on restricted units still in effect, shall be paid at closing to the Township of Upper Deerfield; or, to the NJ Department of Community Affairs or NJ Housing and Mortgage Finance Agency, when acting as receiving agent for the municipality. Exempt sales shall be as listed in §108-14.

- (4) Such non-exempt sale is subject to the options provided for in N.J.A.C. 5:80-26.20 (Option to buy 95/5 units), N.J.A.C. 5:80-26.21 (Municipal Option on 95/5 units), N.J.A.C. 5:80-26.22 (State Option on 95/5 Units), N.J.A.C. 5:80-26.23 (Non-Profit Option on 95/5 Units), N.J.A.C. 5:80-26.24 (Seller Option on 95/5 Units), N.J.A.C. 5:80-26.25 (Municipal Rejection of Repayment Option on 95/5 Units) and N.J.A.C. 5:80-26.26 (Continued Application of Options to Create, Rehabilitate or Maintain 95/5 Units) of UHAC.

#### **§108-14 Affordability Controls on Rental Dwellings.**

- A. Each restricted rental dwelling shall remain subject to the requirements of UHAC until the Township of Upper Deerfield elects to release the dwelling from such requirement pursuant to action taken in compliance with N.J.A.C. 5:80-26.11(e). Prior to such a municipal election, a restricted rental dwelling shall remain subject to the requirements of N.J.A.C. 5:80-26.11, for a minimum of 30 years, and for a period of at least 10 years or the sale and repayment of any loan proceeds for renter-occupied units that were rehabilitated.
- B. Each restricted rental dwelling shall remain in compliance with and subject to the requirements of N.J.A.C. 5:80-26.11 for control periods, N.J.A.C. 5:80-26.12 for restrictions on rents, and N.J.A.C. 5:80-26.13 for tenant income eligibility.
- 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 Cumberland. A copy of the filed document shall be provided to the Township Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
- D. A restricted rental dwelling shall remain subject to the affordability controls of this Article, despite the occurrence of any of the following events:
  - (1) Sublease or assignment of the lease of the dwelling;
  - (2) Sale or other voluntary transfer of the ownership of the dwelling; or
  - (3) The entry and enforcement of any judgment of foreclosure.
- E. Rent Restrictions for Rental Units; Leases.
  - (1) A written lease shall be required for all restricted rental units, 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 dwelling shall be provided to the Township Administrative Agent.
  - (2) No additional fees or charges shall be added to the approved rent without the express written approval of the Township Administrative Agent.
  - (3) Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted dwelling and shall be payable to the Township

Administrative Agent to be applied to the costs of administering the controls applicable to the dwelling as set forth in this Article.

**§108-15 Accessibility Requirements.**

The following barrier free accessibility and adaptability requirements shall apply to all new construction:

- A. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Sub-code, N.J.A.C. 5:23-7.
- B. All restricted townhouse dwellings and all restricted units in other multistory buildings in which a restricted dwelling is attached to at least one other dwelling 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;
  - (4) An interior accessible route of travel shall not be required between stories within an individual dwelling;
  - (5) 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
  - (6) An accessible entranceway in accordance with N.J.S.A. 52:27D-311a and the Barrier Free Sub-code, N.J.A.C. 5:23-7, or evidence that the municipality has collected funds from the developer sufficient to make ten percent (10%) of the adaptable entrances in the development accessible:
    - (a) Where a dwelling has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling, an accessible entrance shall be installed.
    - (b) To this end, the developer of restricted units shall deposit funds within the affordable housing trust fund of the Township of Upper Deerfield sufficient to install accessible entrances in ten percent (10%) of the affordable units that have been constructed with adaptable entrances.
    - (c) The funds deposited under subparagraph –(b) above shall be used by the Township for the sole purpose of making the adaptable entrance of any affordable dwelling accessible when requested to do so by a person with a disability who occupies or intends to occupy the dwelling and requires an accessible entrance.
  - (7) The developer of the restricted units shall submit a design plan and cost estimate for the conversion from an adaptable to an accessible entrance to the Construction Code Official.

- (8) Once the Construction Code 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 into the municipality's affordable housing trust fund by the Chief Financial Officer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.
- (9) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that physical or environmental conditions of the site render it 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.

**§108-16 Exempt Transactions.**

- A. The following transactions shall be deemed "non-sales" for purposes of these regulations and the owner receiving title by virtue of any of the following transactions shall be entitled to a statement of exemption to the owner receiving title by virtue of any of the following transactions:
  - (1) Transfer of ownership of an affordable sales unit between husband and wife;
  - (2) Transfer of ownership of an affordable sales unit between former spouses ordered as a result of a judicial decree of divorce (and not including sales to third parties);
  - (3) Transfer of ownership of an affordable unit between family members as a result of inheritance;
  - (4) Transfer of ownership of an affordable unit through an executor's deed to a Class A beneficiary;
  - (5) Transfer of ownership of an affordable unit through an order of the Superior Court or other court, in a foreclosure proceeding or transfer in lieu of foreclosure after a foreclosure proceeding has commenced.
- B. Except for the income level of the family acquiring title by an exempt transaction, the exempt transfer will not eliminate any restrictions set forth herein including, but not limited to, the unit remaining the prime resident and the requirement for resale to low and moderate income families as applicable and all such restrictions shall remain in effect following the exempt transfer except as stated in subsection –A(5).
- C. Should a mortgagee acquire title pursuant to subsection –A(5) it may re-sell the unit to any family, regardless of income, with the municipality having the right of first refusal. The sales price to the municipality is the amount necessary to cure the foreclosure. This includes all principal and interest due to the mortgagee and other lien holders, repayment of equity to the owner prior to foreclosure and the costs of foreclosure. If the municipality does not purchase the unit, the mortgagee may sell the unit without any of the restrictions set forth in this section. The amount of the sale above that which is necessary to cure the foreclosure will be turned over to the municipality to be used for low and moderate income housing.

**§108-17 Leasing Restriction.**

Initial and subsequent owners of affordable housing units shall occupy the dwelling as their principal residence. Rental or subleasing of the affordable housing unit is expressly forbidden.

**§108-18 Effect on Landlord and Tenant Relationship.**

- A. Nothing in these rules should be construed to limit the rights and duties of the owner and tenant to maintain the dwelling in accordance with all appropriate New Jersey State or municipal construction and property maintenance codes.
- B. Notwithstanding anything to the contrary in this Article, any member of a household occupying a dwelling under this Article and subject to the regulations of the Township of Upper Deerfield is subject to eviction for any reasons allowed under applicable New Jersey law. The provisions of this Article are not intended to confer any additional rights or obligations on property owners or tenants other than those mandated by statute or required by the courts of the State of New Jersey or the duly adopted regulations of any of its agencies.

**§108-19 Affirmative Marketing for Affordable Housing.**

- A. Purpose. The purpose of this Section is to establish administrative procedures to ensure a wide dissemination of knowledge of affordable housing units as they become available to the low and moderate income population, and that the selection of tenants or homeowners, as the case may be, meets the requirements of UHAC.
- B. An 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. An Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region.
- C. Affirmative Marketing Requirements. Within the overall framework of the municipality's affirmative marketing program, all affordable housing units in Upper Deerfield Township shall be marketed in accordance with the provisions in this Section unless otherwise provided for in *N.J.A.C. 5:80-26-1*. An Affirmative Marketing Plan shall be created for each development that contains or will contain low and moderate income units, including those that are part of the Township's prior round Housing Element and its current Housing Element and those that may be constructed in future developments not yet anticipated. This Affirmative Marketing Plan shall also apply to any rehabilitated units that are vacated and re-rented during the applicable period of controls for rehabilitated rental units when Upper Deerfield is allocated a rehabilitation component.
- D. Plan Preparation. The Township Administrative Agent or other Administrative Agent shall prepare an Affirmative Marketing Plan for each affordable housing program, as applicable, comporting with *N.J.A.C. 5:80-26.15*. The Township Administrative Agent shall review and approve any other Administrative Agent's Plan for use in the municipality. Regardless of the drafting agent, the Affirmative Marketing Plan is intended to be used by developers of affordable housing restricted to low and moderate income households located within the municipality. The Administrative Agent responsible for specific affordable housing programs



or developments shall ensure that the affirmative marketing of all affordable units is consistent with these provisions.

- E. Affirmative Marketing Implementation. The Affirmative Marketing Plan includes regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance to N.J.A.C. 5:80-26. All newly created affordable units will comply with the thirty-year affordability control required by UHAC, N.J.A.C. 5:80-26.5 and -26.11. This plan will be adhered to by all private, non-profit or municipal developers of affordable housing units and will cover the period of deed restriction or affordability controls on each affordable unit. The Affirmative Marketing Plan for each affordable housing development shall meet the following minimum requirements:
1. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 6, comprised of Atlantic, Cape May, Cumberland, and Salem Counties.
  2. Although the Township has the ultimate responsibility for implementing all aspects of Upper Deerfield's affordable housing program, the Administrative Agent designated by the Township Administrative Agent shall assure that the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan for the municipality.
  3. The Administrative Agent shall provide a list of counseling services to low and moderate income applicants on subjects such as budgeting, credit problems, mortgage qualification, rental lease requirements, and landlord/tenant law.
  4. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all of the affordable units have been leased or sold.
  5. 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 Upper Deerfield.
  6. The Affirmative Marketing Plan for each affordable housing development shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.
  7. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in Upper Deerfield; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.
  8. The Township Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in the Region 6 Housing Area for the use of the Township and other Administrative Agents. In addition, the list shall also include Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Supportive Housing Association, the NAACP Mainland/Pleasantville Branch, the NAACP Mizpah Branch, the NAACP Greater Vineland, the NAACP Atlantic City Branch, the NAACP Cape May County Branch, the NAACP Southern Cumberland County Branch, the NAACP Willingboro Branch,

Upper Deerfield Ecumenical Neighborhood Development (MEND), Lutheran Social Ministries (LSM) and the Cumberland County Community Action Program (BCCAP), which entities shall receive specific notice of all available affordable housing units along with copies of application forms. This list shall be updated periodically. The list shall contain organizations that will aid in the affirmative marketing program with particular emphasis on contacts with outreach to groups and individuals that are least likely to apply for affordable housing within the region. A representative sample of the organizations on the list not otherwise requiring specific notice herein shall be contacted as part of the affirmative marketing effort as approved by the Township Administrative Agent.

9. The Affirmative Marketing Plan of a developer or operator of restricted units shall be approved by the Township Administrative Agent prior to implementation.

#### **§108-20 Violations of Chapter 108 Regulations.**

- A. Upon the occurrence of a breach of any of the regulations governing the affordable dwelling by an owner, developer or tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an owner, developer or tenant of a low- or moderate-income dwelling and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
  1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the court:
    - a. A fine of not more than one thousand dollars (\$1,000.00) or imprisonment for a period not to exceed ninety (90) days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
    - b. In the case of an owner who has rented his or her low- or moderate-income dwelling in violation of the regulations governing affordable housing units, payment into the Township of Upper Deerfield's Affordable Housing Trust Fund of the gross amount of rent illegally collected;
    - c. In the case of an owner who has rented his or her low or moderate income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
  2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the dwelling, 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 County 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.
- C. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien upon the dwelling and any prior liens on the dwelling. The excess, if any, shall be applied to reimburse the Township 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 Township in full as aforesaid, the violating owner shall be personally responsible for the deficiency, in addition to any and all costs incurred by the Township in connection with collecting said deficiency. The remainder, if any, up to a maximum of the amount the owner would be entitled to if he or she were to sell the dwelling as permitted by *N.J.S.A. 5:80-26.1 et seq.*, shall be placed in escrow by the Township for the owner and shall be held in such escrow for a period of two years or until such time as the owner shall make a claim with the Township for the same. Failure of the owner to claim said sum within the two-year period shall automatically result in a forfeiture of said remainder to the municipality and paid into the Affordable Housing Trust Fund. Any interest accrued or earned on the remainder while being held in escrow shall belong to and shall be paid to the Upper Deerfield Township Affordable Housing Fund whether the remainder is paid to the owner or forfeited to the Township. Any excess funds derived over and above the sum due the owner shall be paid over to the Township's Affordable Housing Trust Fund.
  - D. 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 dwelling. 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.
  - E. 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.

- F. Failure of the very low-, 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.
- G. 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.
- H. Right to Cure. The Township may, at its option, advance and pay all sums necessary to protect, preserve and retain the dwelling as an affordable dwelling, subject to the terms of this Article. All sums so advanced and paid by the Township shall become a lien against said dwelling and shall have a higher priority than any lien except the first purchase money mortgage lien and liens by duly authorized government agencies. Such sums may include but are not limited to insurance premiums, taxes, assessments (public or private) and costs of repair necessary to bring the dwelling up to any and all applicable local, state or federal codes and liens which may be or become prior and senior to any first purchase money mortgage as a lien on the dwelling or any part thereof. If, in the event of a default or nonpayment by the owner of an affordable dwelling, any first mortgagee or other creditor of an owner of an affordable dwelling exercises its contractual or legal remedies available, the owner shall notify the Administrative Agent and the Township Solicitor of the Township, in writing, within 10 days of notification by the first mortgagee or creditor and no later than 10 days after service of any summons and complaint, and the Township shall have the option to purchase, redeem or cure any default upon such terms and conditions as may be agreeable to all parties in interest and/or to acquire the first purchase money mortgage to the dwelling, thereby replacing the first mortgagee as the first mortgagee of the dwelling. The Township shall have the same priority of lien as was held by the first mortgagee at the time the Township acquires such first purchase money mortgage and shall have the right of subrogation with respect to any other claim or lien it satisfies or acquires.
- I. Provisions for First Purchase Money Mortgagees.
1. The terms and restrictions of this section shall be subordinate only to a first purchase money mortgage lien on any affordable dwelling and in no way shall impair the first mortgagee's ability to exercise the contract remedies available to it in the event of default as set forth in the first purchase money mortgage. The first mortgagee and/or mortgage servicer shall serve written notice upon the Township within 10 days after the first purchase money mortgage is two months in arrears and again within 10 calendar days of the filing of a complaint seeking foreclosure of the first purchase money mortgage held on an affordable dwelling. However, a judgment of foreclosure upon the property shall in no instance terminate the conditions and requirements of this Article maintaining the dwelling as an affordable, income-restricted residence.
  2. The obligation of the first mortgagee and servicer to notify the Township shall cease automatically and immediately upon the sale of the first purchase money mortgage to the Federal National Mortgage Association or in the secondary mortgage market, unless the rules and regulations or guidelines of the Federal National Mortgage Association are amended so as to not prohibit or exclude placing such obligation upon the holder of the mortgage or its service representative, in which case, an instrument duly evidencing the

same shall be recorded with the Register of Deeds, Cumberland County, New Jersey, before any such obligation shall exist. Provided that the first mortgagee is obligated to give the Township the above-mentioned notices, the first mortgagee shall also serve written notice of any proposed foreclosure sale upon the Township at least 30 days prior to the first scheduled date of such sale. The first mortgagee shall serve notice upon the Township within 30 days of the sale of the first purchase money mortgage to the Federal National Mortgage Association or in the secondary mortgage market.

3. The Township of Upper Deerfield or any instrumentality designated by the Township shall have the right to purchase any mortgage which is in default at any time prior to the entry of a foreclosure judgment or within the redemption period thereafter. Notification of a default and of the institution of a foreclosure action and of a sheriff's sale shall be served, in writing, upon the Township Clerk and Municipal Attorney. The Township of Upper Deerfield shall at all times be considered a party in interest and shall have the right to be joined as a party defendant and/or shall have the right to intervene in any foreclosure action seeking foreclosure of a first mortgage and/or shall have the right to redeem and acquire the owner's equity of redemption or to acquire the dwelling from the owner upon such terms and conditions as may be determined by the Township.
4. Surplus funds. In the event of a foreclosure sale by the holder of the first purchase money mortgage, the owner shall be personally obligated to pay to the Township any excess funds, but only to the extent that such excess funds exceed the difference between what the owner could have resold his dwelling for under this Article at the time of the foreclosure sale and the amount necessary to redeem and satisfy the first purchase money mortgage debt, including costs of foreclosure and costs of repairs necessary to bring the dwelling up to any and all applicable local, state or federal codes. For the purposes of this subsection, excess funds shall be the total paid to the sheriff in excess of the amount required to pay and satisfy the first purchase money mortgage, including the costs of foreclosure, even if junior creditors actually receive payment from said surplus funds to the exclusion of the owner. The Township is hereby given a first priority lien, second only to the first mortgagee for any taxes or public assessments by a duly authorized governmental body up to the full amount of excess funds. This obligation of the owner to pay this full amount to the Township shall be deemed to be a personal obligation of the owner of record at the time of the foreclosure sale, and the Township is hereby empowered to enforce this obligation in any appropriate court of law or equity as though the same were a personal contractual obligation of the owner. Neither the first mortgagee nor the purchaser at the foreclosure sale shall be responsible or liable to the Township for any portion of this excess. The Township shall deposit any funds received in the Affordable Housing Trust Fund and use it for the purposes as set forth in the Housing Element and Fair Share Plan.

**Section 3. Severability.** If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the Zoning Ordinance as a whole, or any other part thereof.

**Section 4. Repealer.** All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

**Section 5. Enactment.** This Ordinance shall take effect upon the filing thereof with the Cumberland County Planning Board after final passage, adoption, and publication by the Township Clerk of the Township of Upper Deerfield in the manner prescribed by law.

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Committee of the Township of Upper Deerfield, County of Cumberland, State of New Jersey, held on June 20, 2019. It will be further considered for final passage, after public hearing thereon, at a meeting of the Township Committee to be held in the meeting room of the Municipal Building, 1325 Highway 77, Seabrook, NJ 08302 in the Township of Upper Deerfield on August 1, 2019, and during the week prior and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerk's Office to the members of the general public who shall request the same.

\_\_\_\_\_ Clerk

\_\_\_\_\_  
James Crilley, Chairman

Adopted:

Finally Attested:

\_\_\_\_\_  
Roy J. Spoltore, Township Clerk

First Reading: June 20, 2019

Publication: June 26, 2019

Publication of Final Adoption:

**TOWNSHIP OF UPPER DEERFIELD**

**ORDINANCE 809**

**AMENDING CHAPTER 108, ENTITLED, "AFFORDABLE HOUSING PROCEDURAL AND ELIGIBILITY REQUIREMENTS", TO ADD A DEVELOPMENT FEE SECTION**

**WHEREAS**, the New Jersey Supreme Court and New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA") that every municipality in New Jersey has an affirmative obligation to facilitate the provision of low and moderate income housing; and

**WHEREAS**, the Township Committee of the Township of Upper Deerfield are desirous of ensuring the proper implementation of the Fair Housing Act and associated rules through the adoption of land use regulations by the governing body; and

**WHEREAS**, the Township of Upper Deerfield desires to implement policies established by the New Jersey Supreme Court in In re N.J.A.C. 5:96 and 5:108, 221 N.J. 1, 30 (2015) (Mount Laurel IV) to foster affordable housing opportunities for the production of dwellings and their occupancy by low and moderate income households.

**WHEREAS**, the Township Committee of the Township of Upper Deerfield recognize the need to adopt Affordable Housing Procedural and Eligibility Requirements to implement the Housing Element and Fair Share Plan; and

**WHEREAS**, the Planning Board of the Township of Upper Deerfield has reviewed and recommended the adoption of this ordinance.

**NOW THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Upper Deerfield, Cumberland County, New Jersey, as follows:

**Section 1.** Chapter 108, Affordable Housing Controls and Procedures, shall be modified by adding the following section relocated from Chapter 405 and revised to comport with present court decisions:

**§108-21 Development Fees.**

A. Purpose.

1. In Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27D-301 et seq., and the State Constitution, subject to COAH's adoption of rules.
2. COAH was authorized by P.L. 2008, c. 46, Section 8 (N.J.S.A. 52:27D-329.2), and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7) to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of



municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of COAH or a court of competent jurisdiction and have a COAH- or court-approved spending plan may retain fees collected from nonresidential development.

3. In Re: Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 7, 2025 are under the Court's jurisdiction and are subject to approval by the Court.
4. This section establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c. 46, Sections 8 and -32 through -38. Fees collected pursuant to this section shall be used for the sole purpose of providing low- and moderate-income housing. This chapter shall be interpreted within the framework of COAH's rules on development fees, codified at *N.J.A.C. 5:93-8*.

#### B. Residential Development Fees

1. Imposed fees.
  - a. Within all Zoning Districts, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of one-and-one-half-percent (1.5%) of the equalized assessed value for residential development, provided no increased density is permitted.
  - b. When an increase in residential density pursuant to *N.J.S.A. 40:55D-70d(5)* has been permitted, developers may be required to pay a development fee of up to 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fee would equal one-and-one-half-percent (1.5%) of the equalized assessed value on the first two units; and the specified higher percentage of up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.
2. Eligible exactions, ineligible exactions and exemptions for residential development.

- a. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
- b. Developments that have received preliminary or final site plan approval prior to July 7, 2005 (the adoption of ordinance number 561) shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
- c. Additions to owner-occupied residential dwellings of 1,000 sf. or less shall be exempt from paying a development fee.
- d. In addition to the construction of new principal and/or accessory buildings, development fees shall be imposed and collected for the change or conversion of an existing building to accommodate a more intense use, and/or for the demolition and replacement of an existing building (except as otherwise exempted) in accordance with the following provisions:
  - i. The development fee shall be calculated on the increase in the equalized assessed value of the improved building.
  - ii. No development fee shall be collected for a demolition and replacement of a residential building resulting from fire, flood or other natural disaster.
  - iii. No development fee shall be collected for the construction of an "accessory structure" which is not a "building" as these terms are defined in the Upper Deerfield Township "Zoning and Development Ordinance."

C. Nonresidential Development Fees

1. Imposed fees.

- a. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two-and-one-half-percent (2.5%) of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.
- b. Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two-and-one-half-percent (2.5%) of the increase in equalized assessed value resulting from any additions to existing structures to be used for



nonresidential purposes.

- c. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two-and-one-half-percent (2.5%) shall be calculated on the difference between the equalized assessed value of the preexisting 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 nonresidential development fee shall be zero.

2. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

- a. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two-and-one-half-percent (2.5%) development fee, unless otherwise exempted below.
- b. The two-and-one-half-percent (2.5%) fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- c. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption" form. Any exemption claimed by a developer shall be substantiated by that developer.
- d. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time the basis for the exemption no longer applies and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
- e. If a property that 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 forty-five (45) days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Township as a lien against the real property of the owner.

D. Collection Procedures.

1. Upon the granting of a zoning permit, preliminary, final or other applicable approval for a development, the approving authority shall direct its staff to notify

the Construction Official responsible for the issuance of a building permit.

2. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential 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.
3. 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 that is subject to a development fee.
4. Within ninety (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.
5. 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 that is subject to a development fee.
6. Within ten (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.
7. Should Upper Deerfield fail to determine or notify the developer of the amount of the development fee within ten (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*).
8. Fifty percent (50%) of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the 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 issuance of certificate of occupancy.
9. Appeal of development fees.
  - a. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Upper Deerfield. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, *N.J.S.A.*

54:48-1 et seq., within ninety (90) days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

- b. A developer may challenge nonresidential 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 forty-five (45) days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by Upper Deerfield. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, *N.J.S.A.* 54:48-1 et seq., within ninety (90) days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

E. Affordable Housing Trust Fund.

1. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls. Nothing herein shall require the establishment of a new account for this purpose where an existing account has already been established.
2. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
  - a. Payments in lieu of on-site construction of affordable units;
  - b. Developer-contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;
  - c. Rental income from municipally operated units;
  - d. Repayments from affordable housing program loans;
  - e. Recapture funds;
  - f. Proceeds from the sale of affordable units; and
  - g. Any other funds collected in connection with Upper Deerfield's affordable housing program.
3. Upper Deerfield Township previously provided COAH with written authorization, in the form of three-party escrow agreements between the municipality, its banking institution, and COAH, to permit the state agency to direct the disbursement of the funds as provided for in *N.J.A.C.* 5:93-8. The Superior Court shall now have such jurisdiction to direct the disbursement of the Township's trust funds per *N.J.A.C.* 5:93-8 if needed.



4. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by the Court.

F. Use of Funds

1. The expenditure of all funds shall conform to a spending plan approved by the Court. Funds deposited in the housing trust fund may be used for any activity approved by the Court to address the Township's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to, preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing 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, or any other activity as permitted pursuant to *N.J.A.C. 5:93-8.16* and specified in the approved spending plan.
2. Funds shall not be expended to reimburse Upper Deerfield Township for past housing activities.
3. At least thirty percent (30%) of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the 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 thirty percent (30%) or less of median income by region.
  - a. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, infrastructure assistance, and assistance with emergency repairs.
  - b. Affordability assistance to households earning thirty percent (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 thirty percent (30%) or less of median income.
  - c. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
4. Upper Deerfield may contract with a private or public entity to administer any

part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with *N.J.A.C. 5:93-8.16*.

5. No more than twenty percent (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 consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than twenty percent (20%) of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the monitoring requirements set forth in the Court-approved December 8, 2018 executed Settlement Agreement with Fair Share Housing Center. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

G. Monitoring

1. On or about October 23 of each year through 2025, Upper Deerfield shall provide annual reporting of trust fund activity to the DCA, COAH, or NJLGS, 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 DCA, COAH, or NJLGS. This reporting shall include an accounting of all housing trust fund activity, including the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Upper Deerfield's housing program, as well as to the expenditure of revenues and implementation of the plan approved by the Court.

- H. Ongoing Collection of Fees. The ability for Upper Deerfield to impose, collect and expend development fees shall expire with its Court-issued Judgment of Compliance and Repose unless Upper Deerfield Township has filed an adopted Housing Element and Fair Share Plan with the Court or other appropriate jurisdiction, has filed a Declaratory Judgment Action, and has received the Court's approval of its development fee ordinance. If Upper Deerfield Township fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its municipal 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). Upper Deerfield Township shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment Compliance and Repose, nor shall Upper Deerfield Township retroactively impose a development fee on such a development. Upper Deerfield Township shall not expend development fees after the expiration of its Judgment Compliance and Repose.

**Section 2. Severability.** If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of Chapter 108 as a whole, or any other part thereof.

**Section 3. Repealer.** All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.


**Section 4. Enactment.** This Ordinance shall take effect upon the filing thereof with the Cumberland County Planning Board after final passage, adoption, and publication by the Township Clerk of the Township of Upper Deerfield in the manner prescribed by law.



James Crilley, Chairman

Adopted: September 5, 2019

Finally Attested:



Roy J. Spoltore, Township Clerk

First Reading: August 15, 2019

Publication: August 22, 2019

Publication of Final Adoption: September 11, 2019