

MIDPOINT REVIEW REPORT FOR THE 2017 HOUSING ELEMENT AND FAIR SHARE HOUSING PLAN

TOWNSHIP OF MOUNT LAUREL



June 30, 2020

Prepared by

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Project Number 2020016.000

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

Michael Mistretta, PP
#00575900

Sarah Oliver, AICP, PP
#33LI00602800



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**MIDPOINT REVIEW TO
THE TOWNSHIP OF MOUNT LAUREL
2017 HOUSING ELEMENT AND FAIR SHARE PLAN**

I. INTRODUCTION

The terms of an agreement regarding In the Matter of the Township of Mount Laurel, County of Burlington, Docket No. BUR-L-1620-15, between the Township of Mount Laurel, Fair Share Housing Center (FSHC), and the Supreme Court-designated interested party in this matter- were outlined in a Settlement Agreement dated January 19, 2017. Pursuant to Paragraph 17 of the settlement agreement:

- “17. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows*
- a. For the midpoint realistic opportunity review due 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.”*

The Township received a Conditional Judgement of Compliance and Repose (JOR) on date Judgement of Compliance and Repose (“JOR”), dated November 8, 2017. This Midpoint Review Report will serve to outline the conditions of the Settlement Agreement and the conditions imposed in the Township’s JOR, as well as the status of the implementation of the Housing Element and Fair Share Plan, to determine 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. Additionally, attached documentation regarding project unit monitoring (Appendix A), very-low income monitoring (Appendix B), and the Affordable Housing Trust Fund monitoring (Appendix C) is provided as part of this status update.

II. STATUS OF THE HOUSING ELEMENT AND FAIR SHARE PLAN IMPLEMENTATION AND SETTLEMENT AGREEMENT CONDITIONS

Paragraph 5 of the Settlement Agreement provides that the Township has a Prior Round prospective need of 815 units, which has been satisfied in full as noted by the table provided in the Settlement Agreement.

Paragraph 6 of the Settlement Agreement provides that the Township has a Third Round prospective need of 1074 units, and outlines the mechanisms to address its Third Round prospective need of 1074 units in the table provided under this Paragraph of the Settlement Agreement.

1. Third Round Mechanisms (Paragraph 6)

The following provides the status of the projects set forth to fulfill the Township's Third Round prospective need of 1074 units. These projects are summarized in the project monitoring table attached to this report as Appendix A.

FSHD Seniors (Block 302.15, Lot 2) - 100% affordable project by Fair Share Housing Development (FSHD), which proposes an additional 30 units in addition to the 154 units from the Prior Round.

- Adoption of Redevelopment Plan
 - **Completed:** Adopted on October 22, 2018 by Ordinance 2018-18
- **Status of Project:** Resolution R-2017-05 approving Minor Subdivision Approval with waiver for development Phase 1 dated April 13, 2017; Planning Board Resolution R-2017-06 providing for Preliminary Phase 1 Major Site Plan Approval dated April 13, 2017; Township Committee Resolution 17-R-61 dated March 13, 2017- Resolution of Need and Authorizing an Agreement for PILOT. Planning Board Site Plan Application received by Town May 18, 2020.

FSHD Stanley (Block 302.15, Lot 3) – 36-unit Family Rental project proposed by FSHD to be 100% affordable tax credit development. It is on a 6-acre parcel adjoined to the FSHD Seniors property.

- Adoption of Ordinance
 - **Completed:** Adopted on October 22, 2018 by Ordinance No. 2018-18
- **Status of Project:** Resolution R-2017-05 approving Minor Subdivision Approval with waiver for development Phase 1 dated April 13, 2017; Planning Board Resolution R-2017-06 providing for Preliminary Phase 1 Major Site Plan Approval dated April 13, 2017. Planning Board Site Plan Application received by the Town May 18, 2020.

ARK - Assisted Living (Block 306, Lot 15) – Per the Settlement Agreement, this is an existing site. The settlement agreement does not attribute any units to this site. However, Laurel Green Apartments was built on the site. Capital Seniors Assisted Living would take the place on ARK Assisted Living in the Housing Element and Fair Share Plan. Capital Seniors Assisted Living has been constructed with 11 affordable units on Block 203, lot 1.02, located on Centerton Road. Capital Seniors Assisted Living received Use Variance Approval & Preliminary & Final Major Site Plan Approval with Bulk Variance by Resolution ZB#16-D-02 on June 1, 2016.

Shelter Group - Assisted Living (Block 510.02, Lot 6.02) - Per the Settlement Agreement, this is an existing site however, the settlement agreement does not

attribute any units to this site. Brightview Assisted Living is constructed on the site with nine affordable units located at 400 Fernbrook Lane.

Laurel Green (Block 306, Lot 15)- 60 Family Rental units built as an inclusionary development. The site was previously the site of Ark Assisted Living, which was never built.

- **Status of Project:** Built. Zoning Board of Adjustment Preliminary and Final Site Plan and Bulk Variance approved October 3, 2012, No. 03-D34A
- Deed-Restricted Affordable Housing Property with Restriction on Resale entered on January 20, 2016

Connell Tract (Block 701, Lot 3) and Ethel R. Lawrence (Block 601, Lots 23, 23.03, 23.04) – Connell Tract and the Ethel R. Lawrence Tract are completed adjacent projects. The Connell tract is a 9.88-acre parcel zoned for 24 single-family affordable homes. The Ethel R. Lawrence site is an 8.43-acre parcel and is the site of the third phase of the Ethel R. Lawrence Homes community (ERLH III). FSHD proposed this 100% affordable development with a combination of tax credits and subsidies.

- *Adoption of Ordinance –*
 - **Completed:** Adopted on **November 17, 1997** by Resolution No. 1997-30
- **Status of Project:** Constructed. Resolution R-2016-17 Final Major Subdivision Approval granted July 19, 2016

Mitchell Davis (Block 1202, Lot 2) - Inclusionary site of 145 apartments with a 15% set-aside yielding 22 affordable Family Rentals.

- **Status of Project:** Under Construction. Resolution ZB #15-D-14 granting Use Variance Approval (145 rental apartments with set aside of 15% or 22 units for low/ moderate income housing) on March 8, 2016, Zoning Board Resolution R-2019-ZBD January 9, 2019 granting Amended Preliminary and Final Major Site Plan Approval with Bulk Variances

Group Homes (various Blocks and Lots) - 51-bedroom units in 17 facilities were eligible for credit and an additional 44 more bedroom units (see Appendix A1.) moved into Mount Laurel for a total of 95 bedroom units.

Fellowship Use Variance/VOA (Block 503.3, Lot 3) - 102 family rental units to be developed by Volunteers of America (VOA) as a 100% affordable tax credit development.

- Adoption of Redevelopment Plan
 - **Completed:** Adopted on July 13, 2015 by Ordinance No. 2015-8 Adopting Centerton Road Rehabilitation Area Redevelopment Plan

- **Status of Project:** Under construction. Planning Board Resolution No.-17-R-62*
*Finalized Consent Order dated 5/5/20 to authorize expenditure of \$300,000 from trust fund for development of VOA-DV family units adopted by Resolution No.-17-R-62. The signed Consent Order Approving Trust Fund Expenditure signed by Judge Dow on June 5, 2020 was received by the Township on June 29, 2020. The expenditure of \$300,000 is not reflected in Appendix C- Affordable Housing Trust Fund of this report.

Chase Tract Settlement (Block 304, Lots 3 and 3.01) – The Township entered into a Settlement Agreement with the Chase Tract which required the site to be developed as inclusionary with up to 100 non-age-restricted units. The site is proposed for 100 Family Rental Units.

- Adoption of Amended Zoning Ordinance
 - **Completed:** Adopted on **March 21, 2016** by Ordinance No. 2016-2 Zoning Amendment adopted Briggs Road Multifamily(BR-MF)District- 660- units with 15% set- aside or max of 99 units
- **Status of Project:** Under construction

Marne Highway Site (Block 215, Lot 15) - 64.7-acre site to be used for residential development, with 20 percent set-aside. Ordinance 2017-11 adopted Marne Highway District (MH-MF)-500 units with 20% set-aside or 100 family rental units.

- Adoption of Ordinance
 - **Completed:** Adopted on **July 17, 2017** by Ordinance No. 2017-11, creating Marne Highway District (MH-MF)-500 units with 20% set-aside or 100 units.
- **Status of Project:** Planning Board Resolution R-2018-13, Resolution R-#2019-15 for Final Major Subdivision & Final Major Site Plan Approval

ARI Site (Block 30215, Lot 10) - mixed use development planned with 40 of 67.9 acres to be used for residential development, with 20 percent set-aside. Ordinance 2017-14 adopted Fostertown Road Mixed-Use (FR-MX) District- 600 units with 20% set-aside or 120 units.

- Adoption of Redevelopment Ordinance
 - **Completed:** Adopted on **March 25, 2019** by Ordinance No. 2019-7 adopted Fostertown Road Mixed-Use (FR-MX) District- 600 units with 20% set-aside or 120 units. Ordinance #8-2020 amending Ordinance 2019-7 120 family-style units to be constructed as 120 age-restricted affordable units adopted May 18, 2020.
- **Status of Project:** On Planning Board Agenda for August 2020

Market to Affordable Program (Various Sites)- The Township proposes 100 market to affordable units. This program involves purchase of market-rate housing,

ensure sound condition of the units and convey or rent the units to low and moderate-income households at affordable prices/rents. The Settlement states “parties have determined sufficient units are available for this program and that a realistic opportunity may be provided; documentation to be provided during compliance phase.” The Township completed three Market to Affordable Units and acknowledges that this was not close to the proposed 100 units. Therefore, the Township is proposing to reduce the Market to Affordable Units to 60 units and increase of subsidy per unit from \$35,000 to \$45,000 to create a realistic opportunity for affordable housing.

- **Status of Program:**

- 3 Market to Affordable Units completed – see Appendix A2.
- Mount Laurel Market to Affordable Program Guidelines in Accordance with the Uniform Affordability Controls, prepared by TRIAD, August 2018
- Resolution No. 19-R-74 March 11, 2019 creating a market to Affordable Subcommittee to administer and oversee Compliance with Mount Laurel’s Third Round Compliance Program
- Resolution No. 20-R-22 January 2, 2020 appointment of the Consultant to administer a rental rehabilitation program and a market to affordable housing program.

Extend Controls (Various Sites)- This program provides extensions on controls on expiring units. The Township has a list of 35 units that will be expiring.

- Status: 9 units have been extended (see Appendix A3.)

III. STATUS OF OTHER SETTLEMENT TERMS AND COMPLIANCE ITEMS

7. Paragraph 7 of the Settlement Agreement Mount Laurel agrees to adopt a mandatory set-aside requirement of 20% if the affordable units will be for sale and 15% if the affordable units will be for rent, for any multifamily development created through an Planning Board action on subdivision or site plan applications, rezoning, use variance, redevelopment plan, or rehabilitation plan that provide for densities at or above six (6) units per acre. The adoption of the Affordable Housing Ordinance does provide a developer with a right to a rezoning, variance, or other relief, or establish any obligation on the part of Mount Laurel to grant such rezoning, variance, or relief.

- **Adoption of Affordable Housing Ordinance**

- **Completed:** Adopted on **August 14, 2017** by Ordinance No. 2017-13

8. Paragraph 8 of the Settlement Agreement states the Township will provide a realistic opportunity for the development to additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways laid out in the chart on pages 5 & 6.

“FSHD Seniors: Through the support for receipt of public subsidiaries by Fair Share Housing Development, including Low Income Housing Tax Credits, Affordable Housing Trust Funds in accordance with previous orders; a payment in lieu of taxes agreement that enables development to receive maximum possible points under New Jersey Housing and Mortgage Finance Agency’s Qualified Allocation Plan; a resolution of need; rezoning in accordance with prior court orders; and other affirmative measures necessary to support the development. Further details will be provided during the compliance phase of this litigation.”

“FSHD Stanley- Through the support for receipt of public subsidiaries by Fair Share Housing Development, including Low Income Housing Tax Credits, Affordable Housing Trust Funds in the amount of \$300,000, which shall be the subject of an agreement entered into during the compliance phase of the litigation; a payment in lieu of taxes agreement that enables development to receive maximum possible points under New Jersey Housing and Mortgage Finance Agency’s Qualified Allocation Plan; a resolution of need; rezoning in accordance with prior court orders; and other affirmative measures necessary to support the development. Further details will be provided during the compliance phase of this litigation.”

“Fellowship Use Variance/VOA-100% affordable tax credit development-Through support for receipt of public funds by Volunteers of America, including Low Income Housing Credits; Affordable Housing Trust Funds, which shall be the subject of an agreement entered into during the compliance phase of the litigation; a payment in lieu of taxes agreement that enables development to receive maximum possible points under New Jersey Housing and Mortgage Finance Agency’s Qualified Allocation Plan; a resolution of need; rezoning in accordance with prior court orders; and other affirmative measures necessary to support the development. Further details will be provided during the compliance phase of this litigation.”

“Market to Affordable”- Through the implementation of a program previously authorized by court order and funded with affordable housing trust funds in accordance with the approved spending plan in this matter. Further details will be provided during the compliance phase of this litigation.”

“Extended Controls- Through the implementation of a program funded with affordable housing trust funds in accordance with the approved spending plan in this matter. Further details will be provided during the compliance phase of this litigation.”

8. **Very Low-Income Units.** “The Township agrees to require 13% of all units referenced in this Plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval as of July 1, 2008, to be very low income units, with half of the very low income units being available to families. The Township will meet this obligation through existing developments and through planned developments through the adoption of an ordinance requiring 13% of all affordable housing be affordable to very low-income households. This will be sufficient to meet this requirement. Further details will be provided during the compliance phase of this litigation.”

- Very-low Income Monitoring is attached as Appendix B to this Report.

10. **Affirmative Marking Requirement.** Mount Laurel shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5): FSHC 510 Park Blvd, Cherry Hill, NJ; Fair Share Housing Development, One Ethel Lawrence Blvd., Mount Laurel, NJ 08054; Camden County NAACP, 1123 1/2 Kaign Avenue, Camden, NJ 08103; the Latino Action Network, PO Box 943, Freehold, NJ 07728; Willingboro NAACP, PO Box 207, Roebling 09854; Southern Burlington County NAACP, PO Box 3211, Cinnaminson, Burlington, NJ 08077; Burlington County Community Action Program, 718 Route 130 South, Burlington, NJ 08016; and the Supportive Housing Association, 15 Alden St #14, Cranford, NJ 07016, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. Mount Laurel also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
- **Affirmative Marketing Plan**
 - **Completed:** TRIAD completed an Affirmative Marketing Plan dated May 2018 with the amended list of community and regional organizations.
13. **Affordable Housing Ordinances.** As an essential term of this settlement, within 120 days of Court's approval of this Settlement Agreement, Mount Laurel shall introduce and adopt all ordinances contemplated by this agreement providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to an ordinance to implement the terms of this settlement agreement and the zoning contemplated herein. The Township shall further adopt a Housing Element and Fair Share Plan that conforms to the terms of this agreement and otherwise provide documentation required by this agreement.
- **Adoption of Affordable Housing Ordinance**
 - **Completed:** Adopted on **August 14, 2017** by Ordinance No. 2017-13
 - **Adoption of Housing Element and Fair Share Plan**
 - **Completed:** Adopted on **June 29, 2017** by Resolution No. 2017-12
15. **Spending Plan.** The Township had prepared a spending plan attached as Exhibit A to the Settlement Agreement. "The parties to this agreement agree that this spending plan, which shall be amended during the compliance phase of litigation to conform to the terms of this agreement, is valid and 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.”

- **Spending Plan Status**
 - A draft Spending Plan was edited July 23, 2019 and sent to the Court Master November 7, 2019 for review.
- **Trust Fund Monitoring**
 - See Appendix C for annual Affordable Housing Trust Fund monitoring reports.

IV. STATUS OF THE REHABILITATION PROGRAM (PRESENT NEED)

Paragraph 4 of the Settlement Agreement provides that the “Township’s efforts to meet its present need include the following: providing documentation for all eligible rehabilitation work already performed and participation in the County rehabilitation program. As part of the compliance phase of this litigation, the parties will work with the Special Master to evaluate whether a rental rehabilitation program must be administered by the Township and both parties agree to abide by his recommendation. These efforts are sufficient to satisfy the Township’s present need of 86 units.”

The Conditional JOR requested Interlocal Services Agreement for Rehabilitation Program with Burlington County Home Improvement program and the establishment of a rehabilitation renter program. Burlington County continues to implement the Housing Rehabilitation for owner-occupied units (see Appendix D). As a condition of the JOR, Mount Laurel contracted with TRIAD to establish a rental rehabilitation program. The Township with the assistance of TRIAD adopted a Rehabilitation Manual, “Township of Mount Laurel Housing Rehabilitation Program Guidelines in Accordance with the Uniform Housing Affordability Controls” dated May 4, 2018.

- **Adoption of Consultant to administer a rental rehabilitation program Resolution(Condition of JOR)**
 - **Completed:** Adopted on **January 2, 2020** by Resolution No. 20-R-22 appointment of the Consultant to administer a rental rehabilitation program and a market to affordable housing program.

V. STATUS OF JUDGEMENT OF COMPLIANCE AND REPOSE (JOR) CONDITIONS

Due to the detail and complexity of the Township’s agreed upon compliance mechanisms, and the length of time required to complete the conditions of the Settlement Agreement that exceeded the period between the Fairness Hearing held on February 22, 2017 and the Compliance Hearing held on October 10, 2017, the Township was subject to a Conditional Declaratory Judgment of Compliance and Repose (“JOR”) that provide extended deadlines related to certain compliance mechanisms. The Special Master, Phil Caton, submitted a report to the Court on October 4, 2017 regarding the approval of the Township’s Fair Share Plan. Pursuant to the Township of Mount Laurel Conditional JOR, dated November 8, 2017, the Township was required to fulfill “Conditions A-Z”. In response to the Court Master’s report, Art Bernard sent a Memorandum to Phil Canton and Emily

Goldman dated September 5, 2018. Emily Goldman of Clarke Caton Hintz sent an email to Art Bernard and Phil Caton on November 28, 2018, stating the following conditions were satisfied: Conditions 1, 2, 3, 4, 5, 6, 7, 10, 12, 13, 14, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, and 34. Emily Goldman's email states the following conditions as outstanding: Conditions 8, 9, 11, 15, 16, 17, 21, and 31. The outstanding conditions are addressed in a letter sent to the Court Master, Mary Beth Lonergan, AICP, PP, on December 2, 2019 from Linda Galella. (see Appendix E). These responses to conditions are currently being reviewed by the Court Master.

VI. APPENDICES

APPENDIX A.
Annual Unit Monitoring

Mount Laurel Township , Burlington County
Prior Round Project/Unit Monitoring- (Page 2)

| Laurel Creek(rental) | | | Welland(rental) | | | Wellington(rental) | | | Sunrise- Age-restricted(rental) | | | Stonegate(Sale) | | |
|---|------|------|--|------|------|----------------------|------|------|---------------------------------|------|------|---|------|------|
| 11 Family Rental | | | 5 Family Rental | | | 1 Family Rental | | | 9 age-restricted | | | 9 Family Sale | | |
| Block 310.07, lot 4/Sandystone/Fenwick/Limestone/Yarmouth | | | Block 910, Lot 67/Chapel Hill Rd/ Glen Forest Road | | | Block , Lot /address | | | Block , Lot /Address | | | Block 909, Lot 1 /Wharton, Stokes, Oswego Court | | |
| completed | | | completed | | | completed | | | completed | | | completed | | |
| | | | | | | | | | | | | | | |
| inclusionary | | | inclusionary | | | inclusionary | | | | | | inclusionary | | |
| Family rental | | | Family Rentals | | | Family rental | | | Age-restricted Rentals | | | Family Sale | | |
| 11 Affordable Units | | | 5 Affordable units | | | 1 Affordable Units | | | 100 Affordable Units | | | 9 Affordable Units | | |
| 1 BR | 2 BR | 3 BR | 1 BR | 2 BR | 3 BR | 1 BR | 2 BR | 3 BR | 1 BR | 2 BR | 3 BR | 1 BR | 2 BR | 3 BR |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

Mount Laurel Township , Burlington County
Prior Round Project/Unit Monitoring- (Page 3)

[illegible]

Mount Laurel Township , Burlington County
 Prior Round Project/Unit Monitoring- (Page 4)

| Rancocas Pointe-Age-restricted(sale) | | | Renaissance -Age-restricted | RCA | FSHD-Seniors |
|--------------------------------------|------|-----|---|---------------------|---|
| 52 Family Sale A | | | 19 age-restricted for sale | 85 Affordable Units | 154 age-restricted for sale |
| Block, Lot/Address | | | Block 301.19, lot 494/Thornwood/Neils Court | | Block 302.15, Lot 2 /3060 Fostertown Rd |
| constructed | | | constructed | | proposed |
| | | | | | |
| inclusionary | | | inclusionary | | 100% affordable |
| Family for sale | | | Age-restricted for sale | | Age-restricted for sale |
| 52 Affordable Units | | | 19 Affordable Units | 85 Affordable Units | 154 Affordable Units |
| 1 BR | 2 BR | 3BR | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Mount Laurel Township , Burlington County
Third Round Project/Unit Monitoring- (Page 1)

| Site / Project Name | FSHD Seniors | | | FSHD Stanley | | | Laurel Green | | | Connell Tract and Ethel Lawrence | | |
|---|---|-------------|-------------|--|-------------|-------------|---|-------------|-------------|---|-------------|-------------|
| Project Type | 30 Age-restricted rental | | | 36 affordable family rental | | | 60 Family, Rental inclusionary | | | 60 affordable family rental | | |
| Block & Lot / Address | Block 302.15, Lot 2 /3060 Fostertown Rd | | | Block 302.15 , Lot 3 /3056-3060 Fostertown Rd | | | Block 306, Lot 15 /Route 38 and 1 1122 Courtney Way | | | (Connell)Block 701, Lot 3, (Lawrence)Block 601, lots 23,23.03, 23.04/ Address | | |
| Site History | Ordinance 2018-18 adopted 10/22/2018 | | | Ordinance 2018-18 adopted 10/22/2018 | | | Approved 2014 | | | Approved 2016 | | |
| Status | Plans and Application received 5/18/2020 | | | Plans and Applications received 5/18/2020 | | | constructed | | | completed | | |
| Length of Affordability Controls | 30 years | | | 30 years | | | 30 years | | | 30 years | | |
| Administrative Agent | TBD | | | TBD | | | Trish Hochreiter, Township of Mount Laurel 100 Mount Laurel Road Mount Laurel, NJ 08054 (856)234-0001 ext.1318 | | | Fair Share Housing Development, Inc. 1 Ethel Lawrence Boulevard, Mount Laurel, NJ 08054 (856)439- 9901 | | |
| Contribution | 100% | | | 100% | | | inclusionary | | | 100% | | |
| Type of Units | Age-Restricted Rental | | | Family Rental | | | Family rental | | | Family rental | | |
| Unit Notes | 30 units to applied to Third Round Obligation and 154 units to Prior Round Obligation | | | | | | | | | | | |
| Total Affordable Units | 30 Affordable Units | | | 36 Affordable Units | | | 60 Affordable Units | | | 60 Affordable Units | | |
| Income/Bedroom Distribution | <i>1 BR</i> | <i>2 BR</i> | <i>3 BR</i> | <i>1 BR</i> | <i>2 BR</i> | <i>3 BR</i> | <i>1 BR</i> | <i>2 BR</i> | <i>3 BR</i> | <i>1 BR</i> | <i>2 BR</i> | <i>3 BR</i> |
| <i>Very-Low Income</i> | 2 | | | 2 | | | 3 | 3 | | | | |
| <i>Low Income</i> | 13 | | | 16 | | | 13 | | | 14 | | 10 |
| <i>Moderate Income</i> | 15 | | | 18 | | | 14 | 15 | | | | |

Mount Laurel Township , Burlington County
Third Round Project/Unit Monitoring- (Page 2)

| Mitchell Davis | | | Fellowship Use Variance/VOA | | | Chase Tract/ Jefferson Apartments | | | Marne Highway Site | | | ARI Site | | | ARK-Assisted Living Capital Senior Assisted Living | | |
|---------------------------------------|------|------|---|------|------|--|------|------|--|------|------|---|------|------|--|------|------|
| 22 affordable family rental | | | 102 affordable family rentals | | | 100 affordable family rentals | | | 100 affordable family sale units | | | 120 family sale affordable units | | | 11 affordable units | | |
| Block 1202, Lot 2/503 Fellowship Road | | | Block 503.3, Lot 3/Centerton Rd | | | Block 304 , Lot 3 and 3.01 /2060 Briggs Road | | | Block 215, Lot 15 /3253 &3257 Marne Highway | | | Block 30215 , Lot 10 /Rt. 38, Fostertown Rd. & Union Mill Rd. | | | Block 203, lot 1.02/785 Centerton Rd. | | |
| Approved 2016 | | | Board of Adjustment granted preliminary site plan approval 6/3/2015 | | | Approval 2017 | | | Approval 2019 | | | Ordinance 2017-14 adopted | | | Approved by Zoning Board 6/1/2016, Constructed and CO issued. | | |
| Under construction | | | Under construction | | | Under construction | | | Received major Preliminary/final site plan & subdivision | | | Under construction | | | constructed | | |
| 30 years | | | 30 years | | | 30 years | | | 30 years | | | 30 years | | | 30 years | | |
| Davis Enterprises | | | TBD | | | CGP&H, LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512, 609-664-2769 | | | TBD | | | TBD | | | Arbor Company, Jackie Fix, Executive Director | | |
| inclusionary | | | 100% | | | inclusionary | | | inclusionary | | | inclusionary | | | | | |
| Family Rentals | | | Family rental | | | Family Rentals | | | Family Sale | | | Family Sale | | | 2 Medicaid beds and 11 COAH beds. 6 low income and 5 moderate. Companion Suites | | |
| | | | | | | | | | | | | Exact income and bedroom distribuion to be finalized | | | ARK Assisted Living was never built, however Laurel Green Apartment was constructed on the site. | | |
| 22 Affordable units | | | 102 Affordable Units | | | 100 Affordable Units | | | 100 Affordable Units | | | 120 Affordable Units | | | 11 affordable units | | |
| 1 BR | 2 BR | 3 BR | 1 BR | 2 BR | 3 BR | 1 BR | 2 BR | 3 BR | 1 BR | 2 BR | 3 BR | 1 BR | 2 BR | 3 BR | 1 BR | 2 BR | 3 BR |
| | | | | | | | | | | | | | | | | | |
| 4 | 18 | | 5 | 4 | | 10 | 30 | 10 | 9 | 30 | 11 | | | | 6 | | |
| | | | 13 | 50 | 28 | 9 | 29 | 10 | 9 | 30 | 11 | | | | 5 | | |

Mount Laurel Township , Burlington County

| Allegro Assisted Living | | | 123 Creek Rd./Mount Laurel Manor(Group Home) | | | Shelter Group-(Sunrise) Brightview Assisted Living | | | Group Homes | Market to Affordable Program | Extended Controls | Mount Laurel Rehabilitation Program |
|---|------|------|--|------|------|--|------|------|---------------------------------|--|--|--|
| 10 or 11 very low affordable units | | | 6 affordable units | | | 9 Affordable Units | | | 95 affordable units | 100 affordable units | 35 affordable Units | 86 affordable units |
| Block 1003, Lot 51,52,53,54/1005, 1009, 1013, 1017 S. Church Street | | | Block 205.01, lot 29/ 123 Creek Road | | | Block 510.02, Lot 6.02/400 Fernbrook | | | multiple Blocks, Lots/Addresses | multiple Blocks, lots/Addresses | multiple Blocks, lots/Addresses | multiple Blocks, lots/Addresses |
| | | | Zoning Board Approval ZB#18-D-09. Affordable Housing Agreement between Mt. Laurel Manor and Allies 7/24/19 | | | Approval 1997 | | | | | | |
| Use Variance Application received 10/15/19 | | | 3 constructed | | | constructed | | | constructed | 2 units completed | 9 units extended | 2 units completed |
| | | | 30 years | | | 30 years | | | 20 years | | | |
| TBD | | | Allies ,Inc., 1262 Whitehouse Hamilton Square Road, Hamilton NJ 08690 | | | Trish Hochreiter, Township of Mount Laurel 100 Mount Laurel Road Mount Laurel, NJ 08054 (856)234-0001 ext.1318 | | | Various | Triad Associates 1301 W. Forest Grove Rd Vineland, NJ 856-690-9590 | Trish Hochreiter, Township of Mount Laurel 100 Mount Laurel Road Mount Laurel, NJ 08054 (856)234-0001 ext.1318 | TRIAD and Burlington County Home Improvement Program |
| | | | | | | | | | | | | |
| | | | Off-site two single-family homes with three bed each for low/moderate veterans | | | very low companion suites(9 beds) | | | | Rental or Sale | For sales | Rehabilitation |
| | | | | | | | | | | | | |
| 10 or 11 affordable units | | | 6 affordable units | | | 9 Affordable Units(with addition of 2 medicare beds) | | | 95 Affordable Units | 100 Affordable Units | 35 Affordable Units | 86 affordable units |
| 1 BR | 2 BR | 3 BR | 1 BR | 2 BR | 3 BR | 1 BR | 2 BR | 3 BR | | | | |
| 10 | | | | | | | | | | | | |
| | | | | | 3 | | 4 | | | | | |
| | | | | | 3 | | 5 | | | | | |

APPENDIX A1.
Group Homes

| | | | | |
|---|-----------------------|---------------------|--------------------------|-----------------------|
| Group Homes | 761 Grant Rd. | 37 W. Azalea | 107A Kelly Cove | 147 Martins |
| Block & Lot | Block 1003.01, lot 29 | Block 1400, lot 37 | Block 1102.05, lot 21.02 | Block 403.01, lot 125 |
| Length of Affordability Controls | | 20 years (3/31/11) | 20 years (9/10/10) | 20 years (6/15/11) |
| Administrative Agent | Stadium Homes | Dakota Properties | Family Services | Dakota Properties |
| Income/Bedroom Distribution | 4 BR | | | |
| Very low | | 3 BR | 2 BR | 2 BR |
| Low | | | | |

| | | | | |
|---|--------------------------|----------------------|----------------------|----------------------|
| Group Homes | 327 Mt. Laurel Rd | 1305A Ralston | 2014B Ralston | 2606A Auburn |
| Block & Lot | Block 606, lot 18 | Block 407.09, lot 9 | Block 407.9, Lot 9 | Block 305.2, lot 201 |
| Length of Affordability Controls | Expired 2017 | 20 years (9/17/10) | 20 years (9/1/10) | 20 years (9/1/10) |
| Administrative Agent | Catholic Charities | Family Services | Family Services | Family Services |
| Income/Bedroom Distribution | | | | |
| Very low | 5 BR | 2 BR | | 2 BR |
| Low | | | 2 BR | |

| | | | | |
|---|-----------------------|----------------------------|----------------------------|-----------------------------|
| Group Homes | 2718A Sussex | 24A East Daisy Lane | 26A East Daisy Lane | 30 B East Daisy Lane |
| Block & Lot | Block 305.02, lot 201 | Block 1402, lot 39 | Block 1402 Lot 39 | Block 1402, lot 39 |
| Length of Affordability Controls | | 20 years (3/19/15) | 20 years (3/19/15) | 20 years (3/19/15) |
| Administrative Agent | Dakota Properties | Dakota Properties | Dakota Properties | Dakota Properties |
| Income/Bedroom Distribution | | | | |
| Very low | 2 BR | 2 BR | 2 BR | 2 BR |
| Low | | | | |

| | | | | |
|---|----------------------------|-----------------------------|--------------------------|-----------------------------|
| Group Homes | 36B East Daisy Lane | 18B W. Bluebell Lane | 56B Bluebell Lane | 83A W. Bluebell Lane |
| Block & Lot | Block 1402, lot 39 | Block 1405 Lot 121 | Block 1405, lot 121 | Block 1405, lot 121 |
| Length of Affordability Controls | 20 years (3/19/15) | 20 years (3/19/15) | 20 years (3/19/15) | 20 years (3/19/15) |
| Administrative Agent | Dakota Properties | Dakota Properties | Dakota Properties | Dakota Properties |
| Income/Bedroom Distribution | | | | |
| Very low | 2 BR | 2 BR | 2 BR | 2 BR |
| Low | | | | |

| | | | |
|---|-----------------------------|------------------------------|----------------------|
| Group Homes | 97A W. Bluebell Lane | 113A W. Bluebell Lane | 95A Sumac Ct. |
| Block & Lot | Block 1405, lot 121 | Block 1405, lot 121 | Block 1408, lot 113 |
| Length of Affordability Controls | 20 years (3/19/15) | 20 years (3/19/15) | 20 years (3/19/15) |
| Administrative Agent | Dakota Properties | Dakota Properties | Dakota Properties |
| Income/Bedroom Distribution | | | |
| Very low | 2 BR | 2 BR | 2 BR |
| Low | | | |

APPENDIX A2.
Market to Affordable Units

APPENDIX A3.
Extended Controls

| Extended Controls | |
|---|---|
| Project Name | 551, 553, 555, 557, 561, & 562 Thornwood Dr., 3191,3192, & 3193 Neil's Court |
| Block & Lot / Address | Block 301.19, lot 1 |
| Status | 9 units extended |
| Length of Affordability Controls | 30 years |
| Administrative Agent | Trish Hochreiter, Township of Mount Laurel |
| Type of Units | For sales mod units |
| Total Affordable Units | 9 units extended |
| Ordinance Adopted | Resolution 19-161 |

APPENDIX B.
Very-Low Income Unit Tracking

Township of Mount Laurel, Burlington County: Very-Low Income Units 2020

| Development/Compliance Mechanism | Project Status | Controls Date | Affordable Units | Very-Low Income Units |
|----------------------------------|--------------------|---------------|---------------------|--------------------------|
| FSH Seniors | Proposed/Zoned | N/A | 30 | 2 |
| FSH Stanley | Proposed/Zoned | N/A | 36 | 2 |
| Laurel Green | Built | 2014 | 60 | 0 |
| Connell Tract and ERLIII | Built | 2016 | 60 | 0 |
| Mitchell Davis | Under construction | N/A | 22 | 0 |
| Fellowship Use Variance | Under construction | N/A | 102 | 0 |
| Chase Tract | Under construction | N/A | 100 | 0 |
| Marne Highway Site | Proposed/Zoned | N/A | 100 | 0 |
| ARI Site | Proposed/Zoned | N/A | 120 | 0 |
| Capital Senior Living | Built | 2016 | 11 | 0 |
| Allegro | Proposed/Zoned | N/A | 10 | 10 |
| 123 Creek Road | Under construction | N/A | 6 | 0 |
| Shelter/Brightview | Built | 1997 | 9 | 0 |
| Group Homes | Built | N/A | 95 | 95 |
| Totals: | | | 761 | 109 |
| (% of VLI units: | | | | 14.3% |

APPENDIX C.
Annual Affordable Housing Trust Fund Monitoring

MOUNT LAUREL TOWNSHIP, BURLINGTON COUNTY, NJ
TRUST FUND MONITORING
First Annual Monitoring Report (January 19, 2017 - January 19, 2018)

Date of Settlement – January 19, 2017
Conditional JOR – November 3, 2017

Revenue Summary

| Type | Amount Existing | Amount 1/20/2017 - 1/19/2018 | Total |
|----------------------------------|-----------------|---------------------------------|--------------|
| Barrier Free Escrow | \$0.00 | \$0.00 | \$0.00 |
| Development Fees | \$131,250.93 | \$217,024.93 | \$348,275.86 |
| Interest Earned | \$5,467.43 | \$5,478.37 | \$10,945.80 |
| Other Income | \$158.36 | \$0.00 | \$158.36 |
| Payments in Lieu of Construction | \$0.00 | \$0.00 | \$0.00 |
| Total | \$136,876.72 | \$222,503.30 | \$359,380.02 |

Expenditure Summary

| | | | |
|--------------------------|--------------|--------------|--------------|
| Administration | \$111,199.39 | \$108,035.75 | \$219,235.14 |
| Affordability Assistance | \$0.00 | \$0.00 | \$0.00 |
| Barrier Free Conversions | \$0.00 | \$0.00 | \$0.00 |
| Housing Activity | \$0.00 | \$195,232.00 | \$195,232.00 |
| Total | \$111,199.39 | \$303,267.75 | \$414,467.14 |

Trust Fund Account Balance as of January 19, 2017 **\$5,358,032.57**

Trust Fund Account Balance as of January 19, 2018 **\$5,277,268.12**

MOUNT LAUREL TOWNSHIP, BURLINGTON COUNTY, NJ
TRUST FUND MONITORING
Second Annual Monitoring Report (January 19, 2018 - January 19, 2019)

Date of Settlement – January 19, 2017
Conditional JOR – November 8, 2017

Revenue Summary

| Type | Amount Existing | Amount 1/20/2018 - 1/19/2019 | Total |
|----------------------------------|-----------------|---------------------------------|-----------------------|
| Barrier Free Escrow | \$0.00 | \$0.00 | \$0.00 |
| Development Fees | \$348,275.86 | \$676,199.25 | \$1,060,475.11 |
| Interest Earned | \$10,945.80 | \$5,311.49 | \$16,257.29 |
| Other Income | \$158.36 | \$0.00 | \$158.36 |
| Payments in Lieu of Construction | \$0.00 | \$0.00 | \$0.00 |
| Total | \$359,380.02 | \$681,510.74 | \$1,076,890.76 |

Expenditure Summary

| | | | |
|--------------------------|--------------|--------------|----------------|
| Administration | \$219,235.14 | \$71,120.47 | \$290,355.61 |
| Affordability Assistance | \$0.00 | \$0.00 | \$0.00 |
| Barrier Free Conversions | \$0.00 | \$0.00 | \$0.00 |
| Housing Activity | \$195,232.00 | \$794,000.00 | \$989,232.00 |
| Total | \$414,467.14 | \$865,120.47 | \$1,279,587.61 |

Trust Fund Account Balance as of January 19, 2018 **\$5,277,268.12**

Trust Fund Account Balance as of January 19, 2019 **\$5,093,658.39**

MOUNT LAUREL TOWNSHIP, BURLINGTON COUNTY, NJ
TRUST FUND MONITORING
Second Annual Monitoring Report (January 19, 2019 - January 19, 2020)

Date of Settlement – January 19, 2017
Conditional JOR – November 8, 2017

Revenue Summary

| Type | Amount Existing | Amount 1/20/2019 - 1/19/2020 | Total |
|----------------------------------|------------------------|---|-----------------------|
| Barrier Free Escrow | \$0.00 | \$0.00 | \$0.00 |
| Development Fees | \$1,060,475.11 | \$248,934.66 | \$1,309,409.77 |
| Interest Earned | \$16,257.29 | \$51,098.30 | \$67,355.59 |
| Other Income | \$158.36 | \$0.00 | \$158.36 |
| Payments in Lieu of Construction | \$0.00 | \$0.00 | \$0.00 |
| Total | \$1,076,890.76 | \$300,032.96 | \$1,376,923.72 |

Expenditure Summary

| | | | |
|--|----------------|--------------|-----------------------|
| Administration | \$290,355.61 | \$101,967.39 | \$392,323.00 |
| Affordability Assistance | \$0.00 | \$45,000.00 | \$45,000.00 |
| Barrier Free Conversions | \$0.00 | \$0.00 | \$0.00 |
| Housing Activity | \$989,232.00 | \$830,955.83 | \$1,820,187.83 |
| Total | \$1,279,587.61 | \$977,923.22 | \$2,257,510.83 |
| <i>Trust Fund Account Balance as of January 19, 2019</i> | | | \$5,093,658.39 |
| Trust Fund Account Balance as of January 19, 2020 | | | \$4,415,768.13 |

APPENDIX D.
Burling County Home Improvement Program - Rehabilitated Units

**OWNER OCCUPIED PROPERTIES
REHABILITATED IN MOUNT LAUREL TOWNSHIP
2000-Present (6/15/2020)**

| ADDRESS | DATE COMPLETED | # of PERSONS | HUD INCOME LIMIT | COST OF WORK/LOAN AMOUNT | WORK COMPLETED |
|----------------------|----------------|--------------|-------------------------|--------------------------|--|
| 8 Evergreen Road | 1/7/2002 | 1 | \$20,250 Very Low | \$20,000 | New roof, new gutters, ext. paint. New concrete step, new concrete rear deck, five new windows, new electric box, new sliding door, inter. paint. |
| 31 W. Oleander Drive | 9/23/2003 | 1 | \$23,850 very low | \$6,700 | New Roof. |
| 29 Rancocas Blvd. | 7/28/2009 | 1 | \$26,000 very low | \$17,685 | New roof, new hot water heater, paint exterior, new windows. New kitchen floor, electric range, sink, faucet, drain, new bathroom floor, toilet and sink, caulet and drain |
| 559 Thornwood Drive | 4/24/2006 | 1 | \$13,824.60 ext. low | \$5,000.00 | Heater replacement |
| 29 Rancocas Blvd. | 8/3/2006 | 1 | \$10,478.59 ext. low | \$3,153.00 | Heater replacement |
| 802 Woodchuck Drive | 9/1/2006 | 2 | \$20,403.58 very low | \$5,000.00 | Heater replacement |
| 34 Fairfax Drive | 11/16/2006 | 1 | \$22,896.10 very low | \$3,547.00 | Heater replacement |
| 32 Fairfax Drive | 11/16/2006 | 1 | \$23,327.72 very low | \$3,547.00 | Heater replacement |
| 113 Berkshire Drive | 11/22/2006 | 1 | \$38,643.45 low | \$3,700.00 | Heater replacement |
| 3192 Neils Court | 12/11/2006 | 1 | \$32,873.14 low | \$5,000.00 | Heater replacement |
| 85 Bastian Lane | 12/14/2006 | 2 | \$26,945.34 very low | \$5,000.00 | Heater replacement |
| 4202B Adelaide Drive | 1/3/2007 | 1 | \$11,786.04 Ext. low | \$4,357.00 | Heater Replacement |
| 1669 Thornwood Drive | 1/22/2007 | 2 | \$46,150.00 low | \$4,975.00 | Heater Replacement |
| 3193 Neils Court | 1/25/2007 | 1 | \$9508.02 ext. low | \$4,238.00 | Heater Replacement |
| 3519A Neils Court | 1/25/2007 | 1 | \$20,869.63 very low | \$4,795.00 | Heater Replacement |

| | | | | | |
|----------------------|------------|---|-------------------------|------------|--------------------|
| 887 Scotswood Court | 1/25/2007 | 2 | \$31,255.00 low | \$4,695.00 | Heater Replacement |
| 551B Thornwood Drive | 1/29/2007 | 1 | \$20,938.02 Very low | \$5,000.00 | Heater Replacement |
| 97 Red Cedar Court | 1/30/2007 | 1 | \$19,640.00 very low | \$3,395.00 | Heater Replacement |
| 47 Village Lane | 1/30/2007 | 1 | \$15,595 very low | \$4,040.00 | Heater Replacement |
| 3194 Neils Court | 2/9/2007 | 1 | \$28,478.56 low | \$4,995.00 | Heater Replacement |
| 100 Waverly Avenue | 2/9/2007 | 1 | \$41,068.16 | \$5,000.00 | Heater Replacement |
| 3194B Neils Court | 2/15/2007 | 1 | \$28,478.56 low | \$4,995.00 | Heater Replacement |
| 884 Scotswood Court | 2/27/2007 | 1 | \$21,489.39 very low | \$4,662.00 | Heater Replacement |
| 30 Fairfax Drive | 2/27/2007 | 1 | \$25,032.00 very low | \$4,033.00 | Heater Replacement |
| 886 Scotswood Court | 2/27/2007 | 1 | \$26,827.62 low | \$4,798.00 | Heater Replacement |
| 564 Thornwood Drive | 3/6/2007 | 1 | \$14,183.90 ext. low | \$3,500.00 | Heater Replacement |
| 445 Thornwood Drive | 3/26/2007 | 1 | \$21,354.85 very low | \$4,975.00 | Heater Replacement |
| 37-5 Village Lane | 4/19/2007 | 1 | 24623.55 very low | \$4,650.00 | Heater Replacement |
| 101 Schoolhouse Lane | 1/14/2008 | 1 | \$16,652.32 very low | \$3,700.00 | Heater Replacement |
| 202 Charing Way | 10/10/2008 | 1 | \$15,723.22 very low | \$3,580.00 | Heater Replacement |
| 312 Walnut Lane | 12/16/2008 | 1 | \$25,820.64 very low | \$4,700.00 | Heater Replacement |
| 681 Cornwallis Drive | 1/5/2009 | 2 | \$45,698.75 low | \$4,975.00 | Heater Replacement |
| 39 Village Lane | 10/16/2009 | 1 | \$29,239 Low | \$2,487.00 | Heater replacement |
| 111 Bastian Drive | 11/13/2009 | 1 | \$16,044.85 Ext. Low | \$2,475.00 | Heater Replacement |
| 114 Village Drive | 11/17/2009 | 1 | \$31,417.04 Low | \$2,325.00 | Heater Replacement |

| | | | | | |
|----------------------|-----------|-----|-------------------------|------------|---|
| 2 Warner Court | 12/9/2009 | 2 | \$32,768.43 low | \$2,490.00 | Heater Replacement |
| 108 Village Lane | 12/9/2009 | 1 | \$22,192.01 very low | \$2,325.00 | Heater Replacement |
| 433 Timberline Drive | 1/6/2010 | 3 | \$52,580.80 low | \$3,475.00 | Heater Replacement |
| 33 Village Lane | 1/11/2010 | 1 | \$19,448.85 very low | \$2,475.00 | Heater Replacement |
| 123 W. Berwin Way | 1/25/2010 | 1 | \$14,351.72 Ext. low | \$2,490.00 | Heater Replacement |
| 124 W. Berwin Way | 2/1/2010 | 1 | \$29,134.96 low | \$2,490.00 | Heater Replacement |
| 14 W. Berwin Way | 2/1/2010 | 1 | \$35,532.21 Low | \$2,490.00 | Heater Replacement |
| 417 Timberline Dr | 8/10/10 | Unk | Unk | \$10,335 | Rehabilitation sufficient to bring house to code. |
| 29 Rancocas Blvd. | 3/5/09 | Unk | Unk | \$17,685 | Rehabilitation sufficient to bring house to code. |
| 9 Avondale Court | 2/18/11 | Unk | Unk | \$17,685 | Rehabilitation sufficient to bring house to code. |
| 312 Timberline Dr | 6/11/13 | Unk | Unk | \$16,809 | Rehabilitation sufficient to bring house to code. |

Low Income = 80% of median

Very Low Income = 50% of median

APPENDIX E.

**Letter to Mary Beth Lonergan, PP, AICP from Linda Galella dated December 2, 2019 Re: In The
Matter Of The Township Of Mount LAUREL Docket Number BUR-L-1620-15**



PARKER McCAY

Parker McCay P.A.
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054-5054

P: 856.596.8900
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Linda A. Galella, Esquire
Counsel

P: 856-985-4052
F: 856-489-6980
lgalella@parkermccay.com

December 2, 2019

30131-16-GMM/LAG

Mary Beth Lonergan, PP, AICP
Clarke Caton Hintz
100 Barrack Street
Trenton, New Jersey 08608

RE: IN THE MATTER OF THE TOWNSHIP OF MOUNT LAUREL
Docket Number: BUR-L-1620-15

Dear Ms. Lonergan

Please consider this correspondence and the enclosed attachments as proof that all outstanding Conditions have been satisfied with respect to the Township of Mount Laurel's Conditional Declaratory Judgment of Compliance and Repose entered on November 8, 2017. **See Exhibit A.**

By way of background, Phil Caton wrote a Master's Report dated October 4, 2017 which set forth all the outstanding conditions for the Conditional Declaratory Judgment of Compliance and Repose. **See Exhibit B.** In response to the Master's Report, Art Bernard (Mount Laurel's affordable housing planner at the time) sent a Memorandum to Phil Caton and Emily Goldman dated September 5, 2018 regarding Mount Laurel's Compliance with these conditions. **See Exhibit C.** In response to that Memorandum, on November 28, 2018, Emily Goldman of your office sent an email to Art Bernard and copied Phil Caton. I am enclosing a copy of same for your review. **See Exhibit D.** As you will note, Ms. Goldman confirmed that the following conditions are satisfied: 1, 2, 3, 4, 5, 6, 7, 10, 12, 13, 14, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, and 34. Ms. Goldman further confirmed that the following conditions remain outstanding: Conditions 8, 9, 11, 15 and 16, 17, 21, and 31. The within letter addresses these remaining outstanding conditions and provides the requested information.

CONDITION 8

Please either confirm that a Tax Credit Application was not submitted by Fair Share Housing Center for the Seniors Project in the past two (2) rounds or provide a copy of the application.

COUNSEL WHEN IT MATTERS.SM

Mount Laurel, New Jersey | Hamilton, New Jersey | Atlantic City, New Jersey



Response: Peter O'Connor, Esquire of FSHD informed me that Tax Credit Applications for the Seniors Project were submitted for the years 2017 and 2018 for 9% Low Income Housing Tax Credits. The tax credits were not awarded to FSHD. Mr. O'Connor further advised me that he will be resubmitting another Tax Credit Application in the year 2020. I am enclosing a copy of Mr. O'Connor's email to me of November 11, 2019 which provides the historical information. I am also providing the following documents which were provided by Mr. O'Connor:

- **Predevelopment Loan/Grant Agreement between Mt. Laurel Twp and FSHD providing \$323,653 in affordable housing trust funds to the ML Senior Project**
- **Second Amended Predevelopment Loan/Grant Agreement between Mount Laurel Twp and FSHD providing \$195,232 in affordable housing trust funds to the ML Senior project**
- **Planning Board Resolution R-2017-05 approving Minor Subdivision for the development of Phase 1 of the ML Senior project**
- **Planning Board Resolution R-2017-06 providing for Preliminary Phase 1 Major Site Plan Approval**
- **Township Committee Resolution 17-R-61 dated March 13, 2017- Resolution of Need and Authorizing an Agreement for PILOT**

CONDITION 9

We are impressed you were able to obtain surveys for all of the group homes except for 761 Grant Road. It appears that you included a survey for an additional group home that was not previously identified in the HEFSP that the Township should receive credit for (Dakota Properties, Inc., 95A Sumac Court, Block 1408, Lot 113, C0095 – Birchfield Apartments). Can you try to get a survey for 761 Grant Road?

Response: This documentation previously provided to you by Michael Mistretta and Leigh Fleming by Memorandum dated May 30, 2019. For your convenience, I am enclosing another copy of the Memorandum, the attached Supportive and Special Needs Housing Survey, the license and the email transmittal letter dated May 30, 2019.

CONDITION 11

No information was provided pertaining to the VOA project that received tax credits. Please provide the available information.

Response:

I am enclosing:



- **August 24, 2017 letter addressed to Volunteers of America- Delaware Valley (VOA-DV) awarding the 2017 Tax Credits in an amount not to exceed One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00).**
- **The March 13, 2017 Amended Agreement for Payment in Lieu of Taxes (PILOT).**
- **Ordinance #2017-3- An Ordinance Amending the Approval of a Tax Abatement to VOADV Located on Property identified on the Official tax Map as Block 503.03, Lot 3 More Commonly Known as Centerton Road and Marne Highway for the period Commencing the date of Issuance of the Certificate of Occupancy Until Expiration of the NJHMFA Mortgage .**
- **Township Committee Resolution 17-R-62- Authorizing Expenditure of Affordable Housing Trust Fund Monies to VOADV for affordable housing**
- **Schedule D of the Tax Credit Application**
- **Construction Schedule**

CONDITIONS 15 & 16

The Settlement Agreement identified the Marne Highway Project for ninety (90) units. The HEFSP originally identified the project for ninety (90) units; however, the new zoning ordinance indicated up to one hundred (100) units could be constructed. The HEFSP was revised to identify the Marne Highway Project for one hundred (100) units without any explanation from the deviation from the Settlement Agreement. Can you provide an explanation as to how you can produce one hundred (100) units instead of the ninety (90) approved within the Settlement Agreement. Are there any impediments to construct the one hundred (100) units? It is unknown at this time if FSHC will require an amendment to the Settlement Agreement for this change.

Response: I am enclosing:

- **Ordinance 2017-11 which allows for five hundred (500) residential units with a twenty percent (20%) set aside on both for sale and rental units.**
- **Letter dated January 16, 2019 from Trish Hochreiter to William Hyland enclosing Planning Board Resolution R-2018-13 for the Marne Developers Project involving Block 215, Lots 15, 15.01 and 15.02 which grants Preliminary Major Subdivision and Preliminary Major Site Plan Approval for the Marne Highway Project. As you can see from reviewing page 1 of the Resolution, the approval is for a total of five hundred (500) units (330 multi-family apartments and 170 townhomes). Page 4 of the Resolution indicates that there is a twenty percent (20%) set aside for low and moderate income units.**



- Letter dated September 17, 2019 from Trish Hochreiter to William Hyland enclosing Planning Board Resolution R-2019-15 for the Marne Developers Project involving Block 215, Lots 15, 15.01 and 15.02 which grants Final Major Subdivision and Final Major Site Plan Approval for the Marne Highway Project. As you can see from reviewing page 1 of the Resolution, the approval is for a total of five hundred (500) units (330 multi-family apartments and 170 townhomes). Page 4 of the Resolution indicates that there is a twenty percent (20%) set aside for low and moderate income units and indicated the bedroom mix.

As you can see from the above, the developer was able to get more units on the site than originally envisioned. Thus, there are now one hundred (100) affordable units, and not ninety (90). An amendment to the Settlement Agreement is not necessary because the developer is not being required to do a higher set aside than envisioned in the Settlement Agreement. On the contrary, the developer was able to get more units on the property which increased the affordable housing set aside. I trust you will find Conditions 15 & 16 satisfied.

CONDITION 17

Can you please provide the bedroom distribution for the Connell tract to ensure the number of one (1), two (2), and three (3) bedroom units will compensate the lack of three (3) bedroom units within the Mitchell Davis project? Please also indicate if the Mitchell Davis tract will be split fifty-fifty (50/50) between one and two bedroom units or if no more than twenty percent (20%) of the units will be one bedroom.

Response:

As to the Connell tract, I am enclosing:

- July 19, 2016 letter from Gerry Bucci, Planning Board Secretary to Damien Del Duca enclosing Resolution R-2016-17 granting Final Major Subdivision Approval. As you can see, page 1 of the Resolution approves fourteen (14) two (2) bedroom units and ten (10) three (3) bedroom units.

As to the Mitchell Davis project, I am enclosing:

- March 8, 2016 letter from Jenifer DeSimone, Zoning Board Secretary to Robert Baranowski enclosing Resolution ZB #15-D-14 granting Use Variance Approval. Page 2 of the Resolution grants approval for 145 rental apartment units with a set aside of 15% or 22 units for low and moderate income housing.
- March 9, 2017 letter from Jenifer DeSimone, Zoning Board Secretary to Robert Baranowski enclosing Resolution ZB #15-D-14 granting Preliminary and Final Major Site Plan Approval. Page 2 of the Resolution indicates that there will be 22 units for



low and moderate income housing. The Resolution also states that the affordable units will include 4-one bedroom and 18-two bedroom units.

- **Zoning Board Resolution R-2019-ZB9 granting Amended Preliminary and Final Major Site Plan Approval with Bulk Variances.**
- **Plans showing affordable units will include 4-one bedroom and 18-two bedroom units**

CONDITION 21

When was the last resolution of intent to fund adopted? Can you provide a copy of it?

Response: This Condition was discussed between prior counsel Tyler Prime, Esquire, Court Master Phil Caton and Kevin Walsh. It is my understanding that given the substantial amount of money available in the Affordable Housing Trust Fund, a Resolution of Intent to Bond was not deemed necessary.

CONDITION 31

While the HEFSP refers to expenditures that appeared in a 2012 Spending Plan that was approved by the court, the new 2018 Spending Plan would supersede the 2012 Spending Plan. Therefore, all committed Housing Trust Funds should be identified within the new 2018 Spending Plan to ensure adequate money is available to fund the projects.

Response: An updated Spending Plan was prepared and provided by Leigh Fleming of Harbor Consultants via separate email dated November 7, 2019.

I trust the above satisfies the remaining outstanding Conditions. Once you have had a chance to review same, please contact me if you have any questions or comments. I would like to submit a proposed Final Judgment of Compliance and Repose without Conditions. So I await your response.

I look forward to your attention in this regard.

Very truly yours,

LINDA A. GALELLA

LAG/mlg
Enclosures

cc: Meredith Tomczyk, Township Manager (via email only)
Trish Hochreiter, Municipal Housing Liason (via email only and with enclosures)
William Giegerich, Director of Economic & Community Development (via email only)
Katherine Packowski, Administrative Agent (via email only)



Leigh Fleming, Harbor Consultants, Inc. (via email only and with enclosures)
Mark Mistretta, Harbor Consultants, Inc. (via email only)
George M. Morris, Esquire (via email only)
Kevin Walsh, Esquire (via regular mail w/ enclosures)

Exhibit A

Filed with the Court

NOV. 08 2017

Paula T. Dow, P.J.Ch.

PRIME LAW

14000 Horizon Way, Suite 325
 Mount Laurel, New Jersey 08054
 Ph.: (856) 273-8300

Attorneys for Declaratory Plaintiff, Township of Mount Laurel
 By: Tyler T. Prime, Esq. (Attorney ID: 041462012)

IN THE MATTER OF THE
 APPLICATION OF THE TOWNSHIP OF
 MOUNT LAUREL, BURLINGTON
 COUNTY

SUPERIOR COURT OF NEW JERSEY
 LAW DIVISION
 BURLINGTON COUNTY

DOCKET NO. BUR-L-1620-15
 (Mount Laurel)

CONDITIONAL DECLARATORY
 JUDGMENT OF COMPLIANCE AND
 REPOSE

THIS MATTER having been opened to the Court by Prime Law, Tyler T. Prime, Esq., appearing on behalf of declaratory plaintiff, Township of Mount Laurel ("the Township"), via a Declaratory Judgment Complaint filed on July 2, 2015 to approve the Township's Housing Element and Fair Share Plan ("Fair Share Plan") in response to In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) ("Mount Laurel IV"); and the Court having granted the Township immunity from all Mount Laurel lawsuits from the time of the filing of the Township's Declaratory Judgment action ("DJ Action"); and the Court having appointed Phillip B. Caton, PP/PAICP as the Special Mount Laurel Master (the "Special Master"); and Fair Share Housing Center ("FSHC") having participated in the Township's DJ Action as an interested party and not by way of formal Motion to Intervene; and the Township's professionals and Kevin Walsh, Esq. of FSHC having engaged in settlement discussions and thereafter having agreed upon a formal Settlement Agreement (the "Agreement"), which was executed by Kevin Walsh, Esq. on behalf of FSHC; and the Township Council having adopted a resolution on December 5, 2016, authorizing the Township Solicitor to execute the Agreement; and the Township Solicitor having

executed same on January 19, 2017; and the Agreement having been approved by the Court during a properly noticed Fairness Hearing on February 22, 2017; and the Court having entered an Order approve the Agreement on March 16, 2017; and the Township having subsequently prepared a Fair Share Plan and all supporting documentation in accordance with the Agreement and the recommendations of the Special Master, which was then adopted by the Township's Planning Board on June 29, 2017 and endorsed by the Township Council on August 14, 2017; and a Compliance Hearing having initially been scheduled for June 21, 2017 to approve the Township's Fair Share Plan; and the Compliance Hearing having been subsequently carried via Court Order to October 10, 2017 pursuant to a request made by the Township; and the Township's Fair Share Plan having been put on file for public review at the Township's Municipal Building more than 30 days prior to the scheduled Compliance Hearing date of October 10, 2017; and the Township's Fair Share Plan, together with all of its attached exhibits, as well as other additional documents, resolutions and ordinances having been submitted to the Special Master for review; and the Special Master having submitted a report to the Court on October 4, 2017 regarding the approval of the Township's Fair Share Plan; and the Compliance Hearing having been held on October 10, 2017; and the Court having considered the testimony taken during the Compliance Hearing, as well as the comments of counsel; and the Court having reviewed all of the documents submitted into evidence during the Compliance Hearing; and good cause having been shown;

It is hereby ADJUDGED, DECLARED AND ORDERED on this 8th day of November, 2017, as follows:

1. Subject to the satisfaction of the conditions set forth in Paragraph 8 of this Order, the Township's Fair Share Plan is hereby approved and the Township is granted a Judgment of

Compliance and Repose as to its Rehabilitation Obligation, its Prior Round Obligation (1987-1999), and its Third Round Obligation (consisting of both its Gap Obligation for 1999-2015 and its Prospective Need Obligation for 2015-2025) pursuant to the Court approved Agreement entered into between the Township and FSHC on January 19, 2017, the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.) ("FHA"), the Uniform Housing Affordability controls (N.J.A.C. 5:80-26.1, et seq.) ("UHAC"), applicable Council on Affordable Housing ("COAH") substantive rules, and Mount Laurel case law, including the New Jersey Supreme Court's Mount Laurel IV decision.

2. The Township's Judgment of Compliance and Repose shall remain in effect for ten (10) years beginning on July 2, 2015 and ending on July 2, 2025, and during this ten (10) year period the Township shall have repose from all Mount Laurel lawsuits, including, but not limited to, builders remedy lawsuits. In addition to the repose described herein, temporary immunity from all Mount Laurel lawsuits will remain in place until January 31, 2018, while the Township satisfies the conditions contained in Paragraph 8 of this Order, and to allow for additional time to continue the Compliance Hearing as same may be required pursuant to Paragraph 11 of this Order.

3. As per the Court-approved Agreement between the Township and FSHC, and as established in the Township's Fair Share Plan, the Township's Present Need or Rehabilitation Obligation is 86, the Township's Prior Round Obligation (1987-1999) is 815, and the Township's Third Round Obligation (1999-2025) is 1,074, with an additional 492 units deferred to 2025-2035.

4. The Township has identified 44 units that were rehabilitated through Burlington County's program between 2000 and 2015, though only 2 were built after April 1, 2010 and are

therefore eligible to be credited towards the Township's present need, resulting in a remaining Rehabilitation Obligation of 84 units.

5. The Township will satisfy its Prior Round Obligation of 815 units with 5 alternative living arrangement units, 186 existing affordable family rental units, 9 existing affordable senior rental units, 171 existing affordable for-sale units, 19 existing affordable senior for-sale units, 85 Regional Contribution Agreement credits, and 154 proposed affordable rental units, together with 191 rental bonuses.

6. The Township will satisfy its Third Round Obligation of 1,074 units with 392 units from inclusionary development, 228 units from 100% family- and age-restricted development, 95 group home units, 5 prior round surplus credits, 100 market-to-affordable units, and 35 extensions of controls, together with 269 rental bonuses.

7. The Township's Spending Plan is hereby approved, and the Township is now free to expend funds in its Affordable Housing Trust Fund in accordance with the Agreement, the Township's Fair Share Plan, the FHA, applicable COAH regulations, and all other applicable law.

8. The following Conditions in Special Master Caton's October 4, 2017 report shall be addressed and resolved by the Township by December 31, 2017, on which date the Township shall submit a status update report to the Court and all parties:

a. The Township shall provide evidence of continued participation in the Burlington County rehabilitation program, such as an Inter-local services agreement.

b. The Township shall do one of the following: (1) establish a rehabilitation program for renter-occupied units pursuant to N.J.A.C. 5:93-52; or (2) the Township shall

submit documentation showing that a renter-occupied rehabilitation program is not warranted.

i. In the event the Township establishes a renter-occupied Rehabilitation program, the following items shall be completed: (1) the Township's Spending Plan shall be revised to include expenditures for the renter-occupied rehabilitation program; (2) the Township's Spending Plan shall be revised to identify how the Township will fund the rehabilitation program should a shortfall in funding occur; (3) a rehabilitation manual, which shall include guidelines for rehabilitation of both rental and home-owner occupied housing, shall be provided; and (4) the Township shall provide a copy of any contract entered into by and between the Township and the administrative agent of a rehabilitation program or, if no such agent has been retained, the Township shall provide a draft contract to be utilized by and between the Township and such a rehabilitation program.

c. In connection with the Township's Prior Round Obligation, the Township claims 191 rental bonuses, resulting in a total of 820 units to address its 815-unit Prior Round Obligation for a surplus of 5 units/credits. However, the Township's Fair Share Plan indicates a surplus of 29 units/credits. The Township shall either revise the Fair Share Plan to be consistent with the 5 unit/credit surplus or indicate the source of the additional 24 unit/credit surplus.

d. As an exhibit to the Township's Fair Share Plan, the Township shall attach all documentation pertaining to the Fair Share Housing Development Seniors

development, including, but not limited to, copies of a Developer's Agreement, PILOT Agreement, and tax credit application.

e. As an exhibit to the Township's Fair Share Plan, the Township shall attach all documentation pertaining to the 44 group home units not yet reviewed and approved, including, but not limited to, copies of supportive and special needs surveys, contracts with Human Services, and State licenses.

f. As an exhibit to the Township's Fair Share Plan, the Township shall attach all documentation, if available, pertaining to the Fair Share Housing Development Stanley development, including, but not limited to, copies of a Developer's Agreement, PILOT Agreement, construction schedule, and tax credit application.

g. As an exhibit to the Township's Fair Share Plan, the Township shall attach all documentation pertaining to the Fellowship/Volunteers of America development, including, but not limited to, copies of a Developer's Agreement, PILOT Agreement, construction schedule, and tax credit application.

h. The Township's Fair Share Plan shall be amended to include narratives for only those projects contributing towards the Township's Prior Round and Third Round Obligations.

i. The settlement agreement previously entered into by and between the Township and Chase Partners Mt. Laurel, LLC ("Chase Partners") provides for a total of 648 units with a 15% set-aside, resulting in 98 affordable units, which is consistent with the amended preliminary and final subdivision and site plan approval granted to Chase Partners in October 2016. However, the Township's Fair Share Plan indicates that Chase Partners will produce 100 affordable units, resulting in a 2-unit discrepancy. Moreover,

the Township's Fair Share Plan indicates that the Chase Partners development will provide 200 credits while the project narratives indicate that it will provide 196 credits. The Township shall revise its Fair Share to address these discrepancies.

j. As an exhibit to the Township's Fair Share Plan, the Township shall attach all documentation pertaining to the Chase Partners development, including, but not limited to, copies of a Developer's Agreement and construction schedule.

k. The Township previously enacted the Marne Highway Multifamily zoning district, which is designed to create a total of 500 residential units, including 100 affordable units pursuant to the district's 20% set-aside. However, the Township's Fair Share Plan identifies only 90 affordable units. The Township shall revise its Fair Share Plan to address this discrepancy.

l. The Township shall revise its Fair Share Plan to reflect the accurate block and lot number(s) for those parcel(s) subject to the Marne Highway Multifamily zoning district.

m. The Township shall provide documentation showing how the overall bedroom distribution of units within the Mitchell Davis development will comply with the bedroom distribution requirements set forth in the Uniform and Housing Affordability Controls.

n. The Township shall provide a sample deed which is to be utilized in extending the affordability controls on those 35 units with controls that are set to expire during the 1999-2025 period of the Third Round and which the Township has claimed credit for.

o. The Township shall update its Market to Affordable Housing Program Manual to include details pertaining to the inspection and rehabilitation of units prior to sale pursuant to COAH's Market to Affordable Program Guidelines.

p. Since the Township's Fair Share Plan includes 100 credits attributable to the Market to Affordable Program, and the Township's Spending Plan only identifies expenditures for 37-45 Market to Affordable units, the Township shall provide an adopted Resolution of Intent to Bond for the identified shortfall in funding.

q. The Township shall provide a copy of the contract entered into by and between the Township and the administrative agent responsible for overseeing the Market to Affordable Program.

r. The Township shall revise its Affirmative Marketing Plan for the Market to Affordable Program to include the organizations identified in the Agreement.

t. As same is required by N.J.A.C. 5:93-5.1(b)7, 11 and 12, the Township shall provide a map of all sites listed in its Fair Share Plan.

u. The Township shall revise its Affirmative Marketing Plan to include the Fair Share Housing Center.

v. The Township shall revise the "Applicant" and "Project Information" portions of its Affirmative Marketing Plan to include information pertaining to the Township's project. As of current, these sections contain information pertaining to another municipality.

w. The Township's Fair Share Plan indicates anticipated expenditures towards new construction projects in the amount of \$2,684,023.00 while the Township's Spending Plan indicates anticipated expenditures towards new construction projects in

the amount of \$1,968,227.00. The Township shall revise its Fair Share Plan and/or Spending Plan to address this discrepancy.

x. The Township shall revise its Spending Plan to provide a basis for the development fee revenue projections contained therein.

y. The Township's Spending Plan currently allocates \$290,000.00 towards the rehabilitation of 29 units. The Township shall revise its Spending Plan to allocate \$100,000.00 towards the rehabilitation of 10 units and utilize the remaining \$190,000.00 for the Market to Affordable Program.

z. The Township shall revise its Spending Plan to include expenditures for the extensions of affordability controls.

9. Upon the Special Master receiving and reviewing the additional documents and revisions required by the conditions in Paragraph 8 of this Order, the Special Master shall notify the Court whether said conditions have been satisfied by way of a Supplemental Compliance Report.

10. Upon notification that all conditions in paragraph 8 of this Order are deemed satisfied by the Special Master within his Supplemental Compliance Report, the Township will provide the Court with a form of a final Judgment of Compliance and Repose Order with all satisfied conditions removed for the Court to enter without the need for a further hearing before the Court.

11. Should the Special Master conclude that the Township has failed to satisfy any of the conditions set forth in his October 4, 2017 letter, as same are detailed in Paragraph 8 of this Order, the Court shall issue an Order to Show Cause, providing the Township with an

opportunity to demonstrate why this Conditional Declaratory Judgment of Compliance and Repose should not be revoked.

12. Notwithstanding any of the provisions set forth within this Order, either party may request a Case Management Conference for purposes of scheduling a hearing to contest the conclusions set forth in the Special Master's Supplemental Compliance Report within seven (7) days of receipt of same.

13. Counsel for the Township shall provide copies of this Order to the Township's Service List within seven (7) days of receipt.



HONORABLE PAULA T. DOW, J.S.C

Exhibit B



Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

Honorable Paula T. Dow, P.J.Ch.
Superior Court of New Jersey
Burlington County Olde Courthouse
120 High Street, First Floor
Mount Holly, NJ 08060

October 4, 2017

Re: In the Matter of the Application of the Township of Mount Laurel, County of
Burlington
Docket No. BUR-L-1620-15

100 Barrack Street
Trenton NJ 08608
clarkecatonhintz.com
Tel: 609 883 8383
Fax: 609 883 4044

Dear Judge Dow,

Enclosed please find my "Master's Report for a *Mount Laurel* Compliance Hearing"
regarding the Housing Element and Fair Share Plan of the Township of Mount Laurel.

I look forward to testifying before Your Honor at the hearing concerning this matter on
Tuesday, October 10, 2017 at 9:00 am. In the meantime, I would be pleased to answer
any questions Your Honor or counsel may have on the report.

Sincerely,

Philip B. Caton, PP, FAICP

Philip Caton, FAICP
John Hatch, FAIA
George Hibbs, AIA
Brian Slauch, AICP
Michael Sullivan, AICP

C. Tyler Prime, Esq.
Jeffrey R. Surelian, Esq.
Adam M. Gordon, Esq.
Kevin D. Walsh, Esq.
David M. Serlin, Esq.
Ronald Morgan, Esq.
Art Bernard, PP

Emeriti
John Clarke, FAIA
Carl Hintz, AICP, ASLA

**MASTER'S REPORT
FOR A MOUNT LAUREL COMPLIANCE HEARING
TOWNSHIP OF MOUNT LAUREL,
BURLINGTON COUNTY, NEW JERSEY**

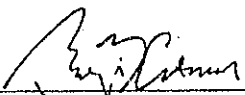
*IMO Application of the Township of Mount Laurel
Docket No. BUR-L-1620-15*

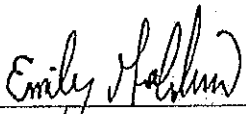
October 4, 2017

Prepared for:

The Honorable Paula T. Dow, P.J.Ch.
Superior Court of New Jersey
Burlington County Olde Courthouse
120 High Street, First Floor
Mount Holly, NJ 08060

Prepared By:


Philip B. Caton, PP, FAICP
New Jersey Professional Planning License No. 1829


Emily R. Goldman, PP, AICP
New Jersey Professional Planning License No. 6088

Clarke Caton Hintz

100 Barrack Street
Trenton, New Jersey 08608



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1.0 INTRODUCTION

This report has been prepared in light of the upcoming Compliance Hearing before Your Honor on October 10, 2017 In the Matter of the Application of the Township of Mount Laurel, County of Burlington, Docket No. BUR-L-1620-15. This report reviews the compliance of Mount Laurel Township's (hereinafter "Township" or "Mount Laurel") 2017 Third Round Housing Element and Fair Share Plan ("Plan") with the substantive rules of the Council on Affordable Housing (hereinafter "COAH") (N.J.A.C. 5:93, or the "Second Round rules"). It also reviews the Township's compliance with the Settlement Agreement between the Township of Mount Laurel and Fair Share Housing Center ("FSHC"). I am submitting this report in my capacity as Special Master appointed by Your Honor by Order of August 28, 2015 to assist the Court in the above-captioned litigation.

Mount Laurel filed a Complaint for Declaratory Judgment on July 7, 2015 seeking a declaration of its compliance with the *Mount Laurel* doctrine and in accordance with the NJ Supreme Court's March 10, 2015 decision In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, (2015; a.k.a. "*Mount Laurel IV*"). Mount Laurel and FSHC settled on the following fair share need allocations:

- 86-unit Third Round Present Need (rehabilitation share)
- 815-unit Prior Round obligation
- 1,074-unit Third Round Prospective Need obligation plus 492 units deferred to 2025-2035.

As discussed in detail below, this report recommends that Mount Laurel Township be granted a Third Round Judgment of Compliance and Repose, subject to the fulfillment of certain terms and conditions, including the revision of the Third Round Plan and submission of supplementary material needed to verify credit eligibility and/or implement the adopted Plan.

2.0 THE SETTLEMENT AGREEMENT AND FAIRNESS

The Settlement Agreement which is before the Court for approval is dated January 19, 2017. This is a slightly revised version of the November 23, 2016 Agreement which originally triggered the scheduling of the Court hearing and the public notice. Both versions have been executed by Tyler Prime, Esq. for the Township and Kevin Walsh, Esq. for FSHC. Since the parties have agreed that the January 19, 2017 version supersedes the predecessor, all references hereafter to the "Agreement" in this report refer to the January 19, 2017 version.

On February 17, 2017, I submitted a *Fairness Report* in which I recommended that the Court approve the Settlement Agreement and grant the Township 120 days to comply with the requirements of that Agreement and the recommendations of my *Report*. Your Honor issued an order on June 22, 2017 finding the Settlement Agreement fair and adequate to protect the interests of low- and moderate-income households in Region 5 and preliminarily finding the Township's draft compliance plan constitutionally compliant.

3.0 MOUNT LAUREL TOWNSHIP'S HOUSING ELEMENT AND FAIR SHARE PLAN

This report and the upcoming Compliance Hearing focuses on the Township's Third Round Housing Element and Fair Share Plan and its compliance with the rules and guidelines set forth in COAH's Second Round rules, the Fair Housing Act, the UHAC, and the Settlement Agreement.

Mount Laurel's Housing Element and Fair Share Plan is dated June 2017. The Fair Housing Act at N.J.S.A. 52:27D-310 and COAH's rules prescribe the components of the municipal Housing Element of the Master Plan. The Plan meets the basic requirements of these standards, but requires some additional documentation for full compliance.

The Township plans to address its fair share obligation as follows:

Rehabilitation Credits/Program: 86 units

The Township has provided documentation of "all eligible rehabilitation work already performed". The documentation identifies 44 units that were rehabilitated through Burlington County's program between 2000 and 2015. To be eligible to be credited toward a municipality's Present Need, a unit should have been rehabilitated after April 1, 2010. Only two (2) units have been rehabilitated since April 2010 and are eligible to receive credit. Therefore, Mount Laurel has a remaining rehabilitation obligation of 84 units.

The Plan indicates that the Township will continue to participate in the Burlington County rehabilitation program. The Township should provide evidence of continued participation in the County Program, such as an inter-local services agreement [Condition 1]. However, the Burlington County rehabilitation program is for owner-occupied units only. With a remaining rehabilitation obligation of 84 units the Township should establish a Rehabilitation Program for renter-occupied units pursuant to N.J.A.C. 5:93-5.2. As an alternative, the Township should submit documentation that a renter-occupied rehabilitation program is not warranted [Condition 2].

If the Township establishes a renter-occupied Rehabilitation Program, the following items should be revised or provided:

- The Spending Plan must be revised to include expenditures for a Township Rehabilitation Program [Condition 3];
- The Spending plan must be revised to identify how the Township will fund the rehabilitation program if a shortfall in funding occurs [Condition 4];
- A rehabilitation manual, which should include guidelines for rehabilitating both rental and homeowner-occupied housing must be provided [Condition 5];

I also recommend that the Township provide any executed contract with a rehabilitation-program administrative agent or, if no agent has been retained, the Township should submit a draft contract. [Condition 6].

Prior Round Obligation: 815 units

The Township intends to address its Prior Round obligation with five (5) alternative living arrangement units (Catholic Charities), 186 existing affordable family rental units (Stonegate, Union Mill, Ethel Lawrence, Laurel Creek, Weiland, and Wellington), 9 existing affordable senior rental units (Sunrise), 171 existing affordable for-sale units (Stonegate, Union Mill, Laurel Creek, Weiland, Tricia Meadows, and Rancocas Pointe), 19 existing affordable senior for-sale units (Renaissance), 85 Regional Contribution Agreement credits, and 154 proposed affordable rental units (FSHD Seniors). The Township also claims 191 rental bonuses, bringing the total units and credits addressing the 815-unit obligation to 820 for a surplus of 5 units/credits. However, the Compliance Plan indicates there is a 29-unit surplus. **The Township should conform the Compliance Plan accordingly or indicate the source of the additional 24 surplus units [Condition 7].**

This compliance plan is nearly identical to the plan contained in the Township's 1997 Second Round Plan and 2006 Third Round Plan. The Agreement prohibits the Township from claiming "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." The parties acknowledge that the Township's Fair Share Plan conforms with this cumulative age-restricted limitation.

It should be noted that the Prior Round compliance plan provided with the Township's Housing Element and Fair Share Plan corrects some mathematical errors located in the Prior Round compliance plan in the Settlement Agreement. The Plan corrects the total credits attributable to affordable rentals (372 in the Settlement Agreement and 381 in the Plan) and the number of Reductions (proposed rental units; 163 in the Settlement Agreement and 154 in the Plan).

One project of note is a 184-unit age-restricted rental development proposed by Fair Share Housing Development ("FSHD"). The Township has indicated 154 units shall be used to partially satisfy the Prior Round obligation and the remaining 30 units shall partially satisfy the third round obligation. The Township indicates \$333,786 of Trust Funds has been used towards predevelopment expenses to facilitate the development. However, no other details and/or documentation has been provided as part of the Township's Third Round Plan. **The Township should also submit documentation for the FSHD Seniors project, including but not limited to a Developer's Agreement, a PILOT Agreement, the tax credit application, and any related documents as an exhibit to the Plan [Conditions 8].** It is our understanding that this project did not receive Low Income Housing Tax Credit ("LIHTC") funding during the 2017 cycle despite scoring the maximum number of points. It finished below four other projects which also had perfect scores in the tiebreaker.

Third Round Need: 1,074 units

Under the Agreement the Township has a Prospective Need of 1,074 for the years 1999-2025, with an additional 492 units to be addressed during the 2025 to 2035 period.

The compliance plan contained in the Settlement Agreement claims 392 units from inclusionary development (Laurel Green, Mitchell Davis, Chase Tract, Marne Highway Site, and ARI Site), 228 units from 100% family and age-restricted development (FSHD Seniors, FSHD Stanley, Connell Tract

and Ethel Lawrence, and Fellowship Use Variances/VOA), 95 group home units, five (5) prior round surplus credits, a 100-unit market-to-affordable program, and 35 extensions of controls that add up to 855 units. Combined with 269 rental bonuses, the Township's plan addresses the 1,074-unit Prospective Need with 1,124 units and credits.

Mount Laurel has identified 95 Group Home bedrooms to partially satisfy its Third Round Obligation. Documentation for 51 bedrooms in 17 Group Homes facilities has already been reviewed and approved pursuant to a March 29, 2011 Court Order by the Honorable Michael J. Hogan, P.J.Ch. The Township should provide documentation, such as supportive and special needs surveys, contracts with Human Services, copies of State licenses, and any related documents, as an exhibit to the Plan for the remaining 44 bedrooms in 19 facilities [Condition 9].

The Township has included the FSHD Stanley 100% affordable 36-unit family rental project to partially satisfy its Third Round obligation. The Plan identifies a funding plan for the creation of the 36 family affordable units, which includes the Township supporting those entities in the procurement of public subsidies, affordable housing trust funds, and tax credits. However, no other details and/or documentation has been provided. The Township should submit documentation for the FSHD Stanley project, including but not limited to a Developer's Agreement, a PILOT Agreement, a construction schedule, the tax credit application, and any related documents as an exhibit to the Plan [Condition 10].

The Fellowship/Volunteers of America ("VOA") 102-unit affordable family units partially satisfy the Township's Third Round obligation. The Plan indicates VOA received a use variance and preliminary site plan approval to construct the 100% affordable 102-unit family development. It is also our understanding that this project has been awarded LIHTC credits during the 2017 family cycle. The Township should provide documentation, such as a Developer's Agreement, a PILOT Agreement, a construction schedule, the tax credit application, and any related documents as exhibits to the Plan [Condition 11].

While the Third Round Compliance Plan Chart indicates the Shelter Group, an assisted living development, will not contribute towards the Township's Third Round obligation, the Plan includes a short narrative for this project indicating nine (9) units partially satisfy its Third Round obligation. The Plan includes nine (9) units at the Sunrise Assisted Living development contributing towards the Prior Round obligation. The Plan should be amended to include narratives only for those projects contributing towards the Prior Round and Third Round obligations [Condition 12].

Pursuant to a November 4, 2016 Order by Your Honor, the Township entered into a settlement agreement with Chase Partners Mt. Laurel, LLC ("Chase Partners"). The settlement agreement permits a maximum density of 10 units per acre with a 15% affordable housing set-aside and includes a two (2) phase construction schedule resulting in a total of 648 units. Chase Partners received Preliminary/Final Subdivision and Site Plan approval on June 9, 2016 for the construction of 621 units including 94 affordable units. On October 13, 2016, Chase Partners received an amended Preliminary/Final Subdivision and Site Plan approval for 648 units including 98 affordable units. However, the Township's Plan indicates Chase Partners will produce 100 affordable units. The Plan includes a copy of an unexecuted Developer's Agreement, Exhibit G, that provides for up to 100 affordable units. Therefore, there is a discrepancy between the approved settlement agreement and Planning Board approval with Chase Partners (98 affordable units) and the Township's Plan (100 affordable units). Furthermore, the Compliance Chart indicates this project shall provide 200 credits

while the project narrative indicates the project shall provide 196 credits. The Township adopted a zoning amendment creating the Briggs Road Multifamily (BR-MF) District that entitles Chase Partners to construct a maximum of 660 units with a 15% affordable housing set-aside, or a maximum of 99 affordable units. The discrepancies should be addressed and the Compliance Plan revised accordingly for the potential four (4) credit deficit [Condition 13]. The Township should provide a copy of the executed Developer's Agreement, as well as a construction schedule and any related documents, as exhibits to the Plan [Condition 14].

Pursuant to Ordinance 2017-11, Mount Laurel has adopted the Marne Highway Multifamily District (MH-MF) that is designed to create a total of 500 residential units which includes an overall 20% affordable housing set-aside, or 100 units. However, the Township's Housing Element and Fair Share Plan, consistent with the Settlement Agreement, identifies only 90 units that will partially satisfy the Township's Third Round Obligation. The Township should provide information regarding the discrepancy in the number of affordable units within the Housing Element and Fair Share Plan and the number of units that may be created pursuant to the MH-MF District regulations [Condition 15]. The Township should also correct the block number in the Compliance Chart [Condition 16].

The Township, pursuant to Ordinance 2017-14, established the Fostertown Road Mixed-Use (FR-MX) District to facilitate the development of the ARI Tract. The FR-MX District is intended to create a mixed-use development within a single tract designed to create a total of 600 residential units (not inclusive of assisted living facilities) which will include a 20% affordable housing set-aside, or 120 units. Consistent with the Settlement Agreement, Mount Laurel has included 120 affordable units from the ARI Tract to contribute towards the satisfaction of its Third Round obligation.

Mount Laurel has included the Mitchell Davis site within its Third Round Plan. The Mitchell Davis site is an inclusionary development that will create 145 apartments of which 22 units will be set-aside for affordable housing. On February 6, 2016, the Mount Laurel Township Zoning Board approved a Use Variance to construct the residential development. Pursuant to the Resolution ZB#15-D-14 the units shall be one-bedroom and two-bedroom units. In order to comply with the UHAC requirements, a maximum of four (4) affordable units are permitted to be one-bedroom units and at least five (5) of the affordable units are required to be three-bedroom units. The Township must provide documentation as to how the overall bedroom distribution for the Third Round obligation shall comply with the UHAC bedroom distribution requirements [Condition 17]. The Township should also provide a construction schedule, and any related documents, as exhibits of the Plan [Condition 18].

The Township's records indicate that the controls on affordability are scheduled to expire on 44 units - 8 units at Laurel Creek, 18 units at Renaissance Club, 5 units at Courts at Brookfield, 10 units at Stonegate, and 3 units at Stone Mill Estates - during the 1999-2025 period of the Third Round. The Township has included 35 credits from extensions of controls to partially satisfy its Third Round obligation. It is important to note that six (6) of these units are scheduled to expire in six (6) months and another 19 units are scheduled to expire in 11 months. Therefore, the market of units is fast foreclosing. The Township should provide a sample deed that will be used to extend the affordability controls for 30 years [Condition 19].

Mount Laurel has proposed a 100-unit Market-to-Affordable program to partially satisfy its Third Round obligation. The Township has provided a Market to Affordable Housing Program Manual, dated March 1, 2016, designed for owner-occupied units. During the Case Management Conferences,

the Township provided documentation demonstrating that there are sufficient market-rate units within the Larchmont Planned Unit Development and the Renaissance Club, an age-restricted community. The Township has indicated that the minimum low-income subsidy shall be \$30,000 and the minimum moderate-income subsidy shall be \$25,000 in compliance with N.J.A.C. 5:97-6.9(b)3. The Program Manual should be updated to include details regarding the inspection and rehabilitation of unit(s) prior to sale pursuant to COAH's Market to Affordable Program Guidelines [Condition 20]. The Township's Spending Plan identifies expenditures for 37-45 Market-to-Affordable units and indicates that in the event of a shortfall in funding, a Resolution of Intent to Bond will be adopted. Since the Township's Plan includes credit for 100 Market-to-Affordable units, the Township should submit an adopted Resolution of Intent to Bond for the identified shortfall in funding [Condition 21]. The Township should also provide a copy of the contract with the Administrative Agent that is responsible to oversee the Market-to-Affordable program [Condition 22]. The Market-to-Affordable Program's Affirmative Marketing Plan should be updated to include the organizations identified in the Settlement Agreement [Condition 23].

Finally, the Township has agreed to adopt a "mandatory set-aside" ordinance which would impose an affordable housing obligation on any multi-family project approved through a beneficial zone change or use variance. While the precise wording of such an ordinance has been previously crafted by counsel for the FSHC, the NJ Builders Association, the Borough of Pine Beach and myself at the direction of the Honorable Mark A. Troncone, J.S.C., and provided to the Township for their use, the Township modified the ordinance to require a "mandatory set-aside" for any proposed development consisting of five (5) or more new residential units and:

- The permitted use of the property changes through a beneficial zone change, Redevelopment Plan, or use variance from non-residential to residential and the residential zoning/approval permits a gross density of at least six (6) units per acre; or,
- The gross density of a site, without an affordable housing obligation, changes through a zoning change, Redevelopment Plan, or "D" variance that doubles the density to six (6) units per acre or greater.

While the modified mandatory set-aside ordinance is different from the Pine Beach crafted ordinance, the intent is the same.

Rental and Age Restricted Housing Requirements

Pursuant to the Agreement between the Township and FSHC, the Township's fair share plan must comply with the rental housing minimum and rental bonus caps established by COAH's second round rules. According to these rules, the Township's Prior Round minimum rental housing requirement (which equals the Township's maximum rental bonus allowance) is equal to 25% of the 815-unit Prior Round obligation which is 204 units (203.75, round up). The minimum Third Round rental requirement is 269 units (25% x 1,074 = 268.5, round up). The Township's plan includes 349 rental units to address the Prior Round obligation and 481 rental units to address the Third Round obligation. Therefore, the Township is in compliance with the rental requirements.

The Settlement Agreement between the Parties prohibits the Township from receiving credit for age-restricted housing units exceeding 25% of the total 1987-2025 new construction obligation (815 Prior Round + 1,074 Third Round = 1,889 x 25% = 472 age restricted units). The Township complies with this requirement, having a plan with only 212 age-restricted units.

Very Low-Income Requirement

Pursuant to the statutory requirements of the 2008 amendment to the Fair Housing Act, the Township is required to provide that a minimum of 13 percent of all affordable units constructed after July 1, 2008 be affordable to households with incomes at 30 percent or less of the regional median income. The Plan does not address the very-low income requirement. The Township should submit information regarding compliance with the very-low income requirement [Condition 24].

Additional Conditions:

The Settlement Agreement between FSHC and the Township established a number of additional requirements. These include the following:

- The Township shall prepare a final Housing Element and Fair Share Plan as well as a revised Spending Plan following the Court's approval of the Settlement Agreement. With regard to the Spending Plan, the Agreement acknowledges that any funds deemed committed by the Court must be expended within four years of the Court's entry of a final judgment approving the settlement. The Township has provided these documents. However, the Township should provide a map of all sites in the Fair Share Plan, as required by N.J.A.C. 5:93-5.1(b)7, 11 and 12 [Condition 25].
- The Township shall adopt a mandatory set-aside requirement for new multifamily development having densities of six (6) dwelling units per acre or more. The Township has complied with this requirement.
- At least half of all housing units addressing the Third Round Prospective Need shall be affordable to low and very-low income households, with 13% of the affordable housing units being reserved for very-low income households. The remainder of the affordable units shall be affordable to moderate income households. The Township has not provided sufficient information to confirm the income distributions of the proposed projects [Condition 26]. Additionally, the affordable housing ordinance should be revised to require 13% of the affordable housing units be reserved for very-low income households pursuant to the Fair Housing Act [Condition 27].
- At least 25% of the Township's Third Round Prospective Need shall be met through rental units, at least half of which will be rental units available to families. The Township has complied with this requirement.

- At least half of the units addressing the Third Round Prospective Need in total must be available to families. The Township has complied with this requirement.
- No more than 25% of the affordable units addressing the Township's Prior Round and Third Round obligation shall be age-restricted. The Township has complied with this requirement.
- Rental bonuses shall be calculated in accordance with COAH's Second Round rules N.J.A.C. 5:93 - 5.15 (d) and shall not exceed the rental obligation. The Township has complied with this requirement.
- All affordable housing units created pursuant to the Settlement Agreement shall comply with UHAC rules, 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 has not provided sufficient information at this time to confirm that the proposed developments will comply with the bedroom and income distribution requirements of the UHAC [Condition 28]. As stated above, the Plan has not included any information regarding compliance with the 13% very-low income requirement. Additionally, the affordable housing ordinance, per Condition 27, shall be amended to require 13% of affordable units shall be affordable to very-low income households.
- The Township shall update its affirmative marketing plan to include FSHC and other named organizations in its list of community and regional organizations, and both the Township and any other developers or administrative agencies conducting affirmative marketing shall provide notice to those organizations of any available units. The Township has added the required community and regional organizations in its affirmative marketing plan except for Fair Share Housing Center [Condition 29]. Additionally, it appears that the Applicant and Project information included within the Affirmative Marketing Plan is for another municipality. The Applicant and Project Information should be provided for the Mount Laurel Township projects [Condition 30].

The Agreement also established the following requirements for the Township to meet between now and 2025:

- On the first anniversary of the execution of the Settlement Agreement, and every anniversary thereafter through the end of the Agreement, the Township agrees to provide a status report of all affordable housing activity (including rehabilitation) within the municipality.
- The Township shall submit its midpoint realistic opportunity review on or before July 2, 2020, as required pursuant to N.J.S.A. 52:27D-313. This midpoint review permits any interested party, such as FSHC, to request by motion a Court hearing regarding whether any sites in the Township's compliance plan no longer present a realistic opportunity for affordable housing development and should be replaced.

- Within 30 days of every third anniversary of the agreement the Township will publish on its website and submit to FSHC a status report regarding its satisfaction of the very-low income requirement pursuant to N.J.S.A. 52:27D – 329.1.

4.0 TRUST FUND AND SPENDING PLAN

As required by N.J.A.C. 5:93-5.1(c), a municipality that intends to collect development fees must prepare a spending plan describing anticipated development fee revenues and anticipated expenditures of those revenues during the compliance period. All expenditures from a municipality's Affordable Housing Trust Fund must be made in accordance with an approved Spending Plan. The Township's Plan includes a Spending Plan projecting revenues and expenditures from the beginning of 2017 through July 2025. The Spending Plan identifies a starting balance of \$4,851,773.22 as of December 31, 2016 and anticipates revenues of \$436,000 and expenditures of \$5,287,773.22, resulting in a balance of \$0.00 by 2025. Note that the Plan identifies expenditures totaling \$2,684.023 towards new construction projects whereas the Spending Plan identifies \$1,968,227 in expenditures towards new construction projects. The discrepancy should be addressed [Condition 31].

Projected expenditures include \$290,000 toward rehabilitation activities, \$1,968,227 towards new construction, \$1,125,000 towards the Market-to-Affordable program, \$814,588 toward affordability assistance, and \$1,044,550 toward administrative functions. The Township projects average annual development fee revenues of \$15,000, but does not provide the basis for the development fee projections [Condition 32].

Unless documentation is provided that indicates a Township Rehabilitation Program for rental-occupied units is not warranted, the Township should establish a rehabilitation program for rental-occupied units. Nonetheless, the Township has indicated that \$290,000 shall be expended towards the rehabilitation of 29 units. I suggest that the Township provide \$100,000 towards the rehabilitation of 10 units and use the remaining \$190,000 towards the market-to-affordable program [Condition 33].

The compliance plan proposes that the Township can fund its 100-unit market-to-affordable program and 35 extensions-of-controls credits through its affordable housing trust fund. The Spending Plan does not identify expenditures for the extensions-of-controls program. Expenditures for the extensions-of-controls program should be identified in the Spending Plan [Condition 34]. The Spending Plan identifies expenditures for 37-45 of the 100 market-to-affordable program units. As previously discussed above, a shortfall in funding has already been identified for the market-to-affordable program; the Township should submit a Resolution of Intent to Bond [Condition 21].

5.0 CONCLUSION

This report has been prepared in light of the upcoming Compliance Hearing before Your Honor on October 10, 2017. It reviews Mount Laurel Township's 2017 Housing Element and Fair Share Plan, prepared by Art Bernard, PP. The Township is seeking a Judgment of Repose for its Third Round Plan. The Fair Share Plan is generally consistent with the Court-approved Settlement Agreement, the Fair Housing Act, and COAH's Second Round rules.

As required by the January 19, 2017 Settlement Agreement, the Township adopted the following ordinances:

- July 17, 2017: An ordinance establishing the Marne Highway Multifamily (MH-MF) District that permits the Marne Highway Site inclusionary development. I have requested clarification regarding the MH-MF District since the zoning permits a maximum of 500 units with a 20% affordable housing set-aside, or 100 affordable units, and the Township's Plan includes only 90 units from the Marne Highway Site.
- August 14, 2017: An ordinance establishing the Fostertown Road Mixed-Use (FR-MX) District to facilitate a mixed-use inclusionary development at the ARI Site that will result in a total of 600 units with a 20% affordable housing set-aside, or 120 affordable units.
- August 14, 2017: An ordinance amending the Affordable Housing Ordinance. I have recommended certain amendments to the Affordable Housing Ordinance as Conditions of Your Honor's approval.

I find the Township's 2017 Housing Element and Fair Share Plan to be consistent with the *Mount Laurel* doctrine and the *Mount Laurel IV* decision. I recommend that Your Honor grant the Township a Judgment of Repose, subject to the Township fulfilling the 36 Conditions contained herein. Once this occurs, I will notify Your Honor and copy all parties, at which point the Judgment of Repose will become effective. In the meantime, I recommend that immunity remain in effect.

W:\5000's\Court Master Towns\Burlington County\205 Mount Laurel\2015 DJ Action\171004 Mount Laurel Compliance Report.docx

Exhibit C

Art Bernard and Associates, L.L.C.

Housing and Land Use Planning

MEMORANDUM

To Phil Caton and Emily Goldman
From Art Bernard
Subject Mount Laurel Compliance
Date September 5, 2018

Please accept this memorandum in response to your October 4, 2017 Masters' Report. This memo has been revised from time to time as the Township has adopted compliance documents. It may still include questions and/or reminders regarding certain documents your office has requested.

I have revised the Housing Element using the tracking devise to facilitate your review of the changes made in response to your report. The redlined housing element is located just behind this memorandum in the notebook we have submitted. We have provided excerpts of the housing element that respond to each condition elsewhere in the notebook. We have also attached a revised spending plan and various other documents you requested.

Condition (1) – The Township should provide evidence of a continued participation in the County program, such as an inter-local services agreement.

Response: We have attached an existing and proposed agreement with the County.

Condition (2) – The Township should establish a Rehabilitation Program for renter-occupied units.

Condition (3) – The Spending Plan must be revised to include expenditures for a Township rehabilitation program.

Condition (4) – The Spending Plan must be revised to identify how the Township will fund the rehabilitation program if a shortfall in funding occurs.

Condition (5) - The Township should prepare a manual that includes guidelines for rehabilitating rental and homeowner-occupied housing.

Condition (6) – The Township should provide a draft contract with an administrative agent for the rehabilitation programs.

Response: We have revised the Housing Element (pages 37 and 38) and Spending Plan to include a rental rehabilitation program; and, as your office has suggested, we have dedicated

~~\$100,000 to this effort. The Township will bond or budget if necessary to address any~~

77 North Union Street, Lambertville, New Jersey 08530 Phone (609) 397-8070 Fax (609) 397-8084

E-mail: yukygolfer@aol.com

shortfall in funding. The Township has hired Triad to administer the rehabilitation program and Triad has prepared a rehabilitation manual for the program. We have attached Triad's contract and its rehabilitation manual. The County's administrative manual will guide the owner-occupied rehabilitation manual.

Condition (7) – The Township should reconcile the credits it is seeking in the Housing Element with the credits outlined in the settlement agreement.

The attached housing element is consistent with the settlement agreement with regards to credits (see pages 36 through 39).

Condition (8) – The Township should submit documentation for the FSHD Seniors project, including, but not limited to a Developer's Agreement, a PILOT agreement, the tax credit application, and any related documents as an exhibit to the Plan.

Tyler, if FSHD made a tax credit application with HMFA last year, we should provide it along with any PILOT that the Township granted.

Condition (9) – The Township should provide documentation, such as supportive and special needs surveys, contracts with Human Services, copies of State licenses, and any related documents, as an exhibit to the Plan for the remaining 44 bedrooms in 19 facilities.

Response: I have attached a list of the group homes that your office has already determined are eligible for credit and of the additional 44 group home beds for which the Township is seeking credit. At this point, I believe that we have special needs surveys for all the group home facilities except 2602A Auburn Court and 761 Grant Road.

Condition (10) – The Township should provide documentation for the FSHD Stanley project, including but not limited to a Developer's agreement, a PILOT agreement, a construction schedule, the tax credit application, and any related documents as an exhibit to the Plan.

Response: FSHD has not advanced far enough with this project to generate any of the requested information. Based on our discussions with your office, it is our understanding that we will provide this information when it becomes available.

Condition (11) - The Township should provide documentation for the VOA project, such as a Developer's agreement, a PILOT agreement, a construction schedule, the tax credit application, and any related documents as an exhibit to the Plan.

Response: The VOA project has received tax credits. We will attach the available information that is responsive to Condition 11 and will attach it as an exhibit to the housing element.

Condition (12) – With regard to Shelter Group, the plan should be amended to include narratives only for those projects contributing towards the Prior Round and Third Round obligations.

Response: Shelter Group is a name associated with the Sunrise-Age Restricted project that is listed as part of the response to the prior round obligation. The housing element included a narrative and exhibit for it because it is not yet constructed. I have moved the narrative to the discussion of the second round (page 37) and I hope this eliminates any confusion as to Shelter Group.

Conditions (13) and (14) - With regard to Chase Partners site, there was a discrepancy between the housing element and the ordinance about the number of housing units that were to be created on the site that needed to be addressed. Condition 14 sought information that is not normally required for a private sector development.

Response: The discrepancy has been corrected (pages 39 and 45 of Housing Element). I believe that your office and I have agreed that Condition 14 is not necessary.

Conditions (15) and (16) - With regard to the Marne Highway site, there was a discrepancy between the housing element and the ordinance about the number of housing units to be created that needed to be addressed. In addition, your report directs us to correct an error in the Block number for this site on the compliance chart.

Response: The discrepancy has been addressed (pages 39 and 46 of Housing Element). I have corrected the Block number in the Housing Element compliance chart.

Conditions (17) and (18). With regard to the Mitchell Davis site, the report notes that the developer received approval for one (1) and (2) bedroom units. The report requires the Township to provide documentation as to how the Township will address the overall bedroom distribution for the Third Round obligation. Condition 18 asks for a construction schedule and other related documents.

Response: The Mitchell Davis tract has been approved for 22 affordable housing units. Of this total, six (6) would normally be three (3) bedroom units. The Connell tract is being developed as a result of tax credits and is yielding 24 low and moderate income affordable units. It is believed that the Connell tract will include more three bedroom requirements than are required from the State regulations and that the excess from the Connell tract will off-set the loss of three (3) bedroom units on the Mitchell Davis Tract. If not, the Township believes that it can address the relatively small shortfall on the ARI, Chase Partners and/or Marne Highway sites.

With regard to Condition 18, I believe that your office agrees that it is not necessary to submit a construction schedule and other related documents for a private sector inclusionary development.

Condition (19) – The Township should provide a sample deed that will be used to extend controls?

Response: We have attached a sample deed that is from the appendices of the UHAC regulations.

Condition (20) – The Township should update its market to affordable manual to include details regarding the inspection and rehabilitation of units prior to sale pursuant to COAH's Market to Affordable Program Guidelines.

Response: The Township has hired Triad. Triad has developed a manual that addresses these issues.

Condition (21) – The Township should submit a resolution of intent to bond for any shortfall associated with funding the market to affordable program.

Response: The Township has agreed to bond, if necessary to fund its response to its housing obligation as part of the settlement agreement. It does not believe that it is necessary to adopt another resolution on this subject.

Condition (22) – The Township should provide a copy of the contract with the Administrative Agent that will oversee the market to affordable program.

Response: Triad has been hired to oversee this program.

Condition (23) - The market to affordable program's affirmative marketing plan should be updated to include the organizations identified in the settlement agreement.

Response: Triad has developed an affirmative marketing program for the market to affordable program. The marketing plan as written says that half of this program's units will be for sale and half will be for rent. The precise mix of for sale units and units for rent is subject to change. The Township, of course, will comply with its Township-wide rental obligation.

Condition (24) - The Township should submit information regarding compliance with the very low-income requirement.

Response: I believe your office has agreed that we have complied with this requirement.

Condition (25) – The Township should provide a map of all sites in the Fair Share Plan.

Response: We have attached the requested map.

Condition (26) – The Township has not provided sufficient information to confirm the income distributions of the proposed projects.

Condition (27) – The affordable housing ordinance should be revised to require 13% of the affordable units to be reserved for very low income households.

Response to Conditions 26 and 27. I believe your office has agreed that the affordable housing ordinance that the Township submitted already complies with these conditions.

Condition (28) – The Township has not provided sufficient information to confirm that the proposed developments will comply with the bedroom and income distribution requirements of the UHAC.

Response: I believe your office has agreed that the affordable housing ordinance that the township; submitted already complies with this condition.

Condition (29) – The Township has added the required community and regional organizations in its affirmative marketing plan except for Fair Share Housing Center.

Response: I have added Fair Share Housing Center to the affirmative marketing section of the affordable housing ordinance.

Condition (30) – The Applicant and Project Information should be provided for the Mount Laurel Township projects.

Response: Triad has prepared this information.

Condition (31) – There is a discrepancy in the housing element and the spending plan regarding expenditures for new construction projects.

Response: As we have discussed, there is not a discrepancy. The Housing Element refers to expenditures that appeared in a 2012 spending plan that was approved by the court. The spending plan that your office reviewed was prepared more recently.

Condition (32) - The spending plan does not provide the basis for development fee projections.

Response: The projections assume that the future collection of development fees will track the past trend in collections. When our office looked into responding to this condition, we found errors in the data and have submitted an amended spending plan.

Condition (33) – Your office suggested that the Township provide \$100,000 towards the rehabilitation of 10 units and use the remaining \$190,000 for the market to affordable program.

Response: We have amended the spending plan as recommended.

Condition (34) – The Township should identify expenditures for the extensions of controls program.

Response: We have amended the spending plan to comply with this condition. We have attached a copy of the revised spending plan.

CC: Tyler Prime, Esquire
Tim Prime, Esquire
Merideth Tomczyk

Patricia Hochreiter

Exhibit D

IMPORTANT NOTICE: This message and any attachments contain confidential or privileged information which is intended only for the use of the intended recipients of this message. If you are not the intended recipient of this message, please notify the sender by return email, and delete this and all copies of this message and any attachments from your system. Any unauthorized disclosure, use, distribution, or reproduction of this message or any attachments is prohibited and may be unlawful. We have taken precautions to minimize the risk of transmitting software viruses, but we advise you to carry out your own virus checks on any attachment to this message. We cannot accept liability for any loss or damage caused by software viruses.

Begin forwarded message:

From: Emily Goldman <egoldman@cchnj.com>
Subject: Mount Laurel compliance status
Date: November 28, 2018 at 4:22:20 PM EST
To: Art Bernard <yukygolfer@aol.com>
Cc: "Philip B. Caton" <pcaton@cchnj.com>

Art,

Here is my understanding the status of compliance with the conditions for Mount Laurel:

The following conditions are satisfied: 1, 2, 3, 4, 5, 6, 7, 10, 12, 13, 14, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34

Condition 8: Please either confirm that a tax credit application was not submitted by FSHD for the Seniors project in the past 2 rounds or provide a copy of the application.

Condition 9: We are impressed you were able to obtain surveys for all of the group homes except for 761 Grant Road. It appears that you included a survey for an additional group home that was not previously identified in the HEFSP that the Township should receive credit for (Dakota Properties Inc., 95A Sumac Court, Block 1408, Lot 113 C0095 – Birchfield Apartments). Can you try to get a survey for 761 Grant Road?

Condition 11: No information was provided pertaining to the VOA project that received tax credits. Please provide the available information.

Conditions 15 & 16: The Settlement Agreement identified the Marne Highway project for 90 units. The HEFSP originally identified the project for 90 units; however, the new zoning ordinance indicated up to 100 units could be constructed. The HEFSP was revised to identify the Marne Highway project for 100 units without any explanation from the deviation from the Settlement Agreement. Can you provide an explanation as to how you can produce 100 units instead of the 90 approved within the Settlement Agreement. Are there any impediments to construct the 100 units? It is unknown at this time if FSHC will require an amendment to the Settlement Agreement for this change.

Conditions 17: Can you please provide the bedroom distribution for the Connell tract to ensure the number of one-, two-, and three-bedroom units will compensate the lack of three-bedroom units within the Mitchell Davis project? Please also indicate if the Mitchell Davis tract will be split 50/50 between one- and two-bedroom units or if no more than 20% of the units will be one-bedroom.

Condition 21: When was the last resolution of intent to fund adopted? Can you provide a copy of it?

Condition 31: While the HEFSP refers to expenditures that appeared in a 2012 spending plan that was approved by the court, the new 2018 spending plan would supersede the 2012 spending

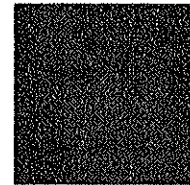
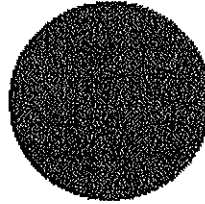
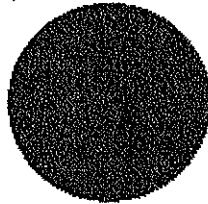
plan. Therefore, all committed Housing Trust funds should be identified within the new 2018 spending plan to ensure adequate money is available to fund the projects.

In addition, while not a compliance condition, the Settlement Agreement requires the municipality to provide annual monitoring reports on housing activities and trust fund activities on the anniversary of the executed Settlement Agreement. Mount Laurel's settlement agreement was executed on January 19, 2017. Pursuant to our October 4, 2017 Compliance Report, it appears that controls were set to expire on 6 units by April 2018 and on an additional 19 units by September 2018. With the inclusion of 35 extensions of controls in the Township's HEFSP and only 44 units that are set to expire within the 3rd Round, please provide an update on extending the controls on all or part of these 25 units that had their controls expire by September 2018.

Thanks,

Emily

Emily Goldman, PP,



AICP

Planner

T: 609.883.8383, Ext.325

D: 609.477.7325

Clarke Caton Hintz | 100 Barrack Street, Trenton, NJ 08608
clarkecatonhintz.com | find us on facebook | email
Architecture | Planning | Landscape Architecture



CONDITION 8

Linda A. Galella

From: Peter O'Connor <peteroconnor@fairsharehousing.org>
Sent: Monday, November 11, 2019 4:19 PM
To: Linda A. Galella
Subject: RE: Order, dated 11/8/17, Condition 8(d)- FSHD Seniors Project
Attachments: Pre-Development Agreement.pdf; 170929 Second Amended Pre-Development Agreement (fully executed).pdf; R-2017-05.pdf; R-2017-06.pdf

Linda:

In response to your email on 11/1/19 requesting information to satisfy condition 8(d) of the November 8, 2017 Order in the Mount Laurel litigation, see the below. In searching our files, we do not have original signed resolutions for items #5 and 6 below. When you submit to the court, will you please include the signed originals of these two resolutions and forward us a copy.

1. Attached Predevelopment Loan/Grant Agreement between Mount Laurel Township and Fair Share Housing Development, Inc., providing \$323,653 in affordable housing trust funds to the ML Senior project (184 units) to be developed on Block 302.15, Lots 2 & 3 in Mount Laurel Township.
2. Attached Second Amended Predevelopment Loan/Grant Agreement between Mount Laurel Township and Fair Share Housing Development, Inc., providing \$195,232 in affordable housing trust funds to the ML Senior project (184 units) to be developed on Block 302.15, Lots 2 & 3 in Mount Laurel Township.
3. Attached Mount Laurel Township Planning Board Resolution R-2017-05 approving Minor Subdivision with Waiver for the development of Phase I of the ML Senior project (71 units of the 184 units).
4. Attached Mount Laurel Township Planning Board Resolution R-2017-06 providing for Preliminary Phase I Major Site Plan Approval with Waivers (71 units of the 184 units).
5. Resolution of Need, 17-R-61, dated 3/13/17
6. Resolution 17-R-62 Authorizing Agreement for Payment in Lieu of Taxes (PILOT), 3/13/17
7. Fair Share Housing Development, Inc. filed an application on May 2, 2017 with the New Jersey Housing and Mortgage Finance Agency for 9% Low Income Housing Tax Credits. The application scored a perfect 90 out of 90 with regard to the scoring criteria in the NJHMFA Qualified Allocation Plan (QAP). The application was then submitted to tiebreaker process which divides the tax credit request (\$1,400,000) by the number of project units (71) for a tiebreaker score of \$20,290. There were five other senior housing projects scoring a perfect 90 which were submitted to the tiebreaker process, four were funded and two were denied funding including the Fair Share ML Senior project. The project's scoring on the tiebreaker which were funded are as follows: (1) Birchwood @ Cranbury (\$15,896); (2) 1721 Springdale Road, Cherry Hill (\$16,391); (3) Fair Lawn Senior Housing (\$16,667); and, (4) Cinnaminson Senior Housing (\$19,452). The following two projects, submitted to the tiebreaker process, but not funded were: (1) Wenrock Senior Living, Freehold (\$19,754) and (2) Fair Share ML Senior Housing (\$20,290).

Fair Share Housing Development, Inc. filed an application on July 24, 2018 with the New Jersey Housing and Mortgage Finance Agency for 9% Low Income Housing Tax Credits. The application scored a perfect 90 out of 90 with regard to the scoring criteria in the NJHMFA Qualified Allocation Plan (QAP). The application was then submitted to tiebreaker process which divides the tax credit request (\$1,330,874) by the number of

project units (71) for a tiebreaker score of \$19,012. There were a total of five senior projects which scored a perfect 90 which were submitted to the tiebreaker process, three were funded and two were denied funding, including the Fair Share Housing Senior project. The project's scoring on the tiebreaker which were funded are as follows: (1) Allenwood Terrace, Wall Twp. (\$16,114); (2) Springdale II, Cherry Hill (\$16,456); and, (3) Evesham Senior (\$17,576). The following two projects, submitted to the tiebreaker process, but not funded were: (1) South Brunswick Senior Housing (\$17,967) and (2) Fair Share ML Senior (\$19,012).

In order to succeed in the above tiebreaker process, FSHD has been working to reduce its amount of tax credits requested by modifying the project design and obtaining more competitive construction prices. FSHD did not submit a 9% tax credit application on September 12, 2019 and is working toward application for Phase I in the 2020 tax credit application cycle.

Linda, if you need any additional information, please let me know. Hope this satisfies the 11/8/17 Order.

Peter

From: Linda A. Galella <lgalella@parkermccay.com>
Sent: Friday, November 01, 2019 11:46 AM
To: Peter O'Connor <peteroconnor@fairsharehousing.org>
Subject: Condition 8- FSHD Seniors Project

Peter

Mount Laurel has some outstanding conditions that it must meet with the Court in reference to the Final judgment with Conditions. Condition #8 states that we must submit the Developers Agreement, Pilot Agreement, the tax credit application for the Seniors Project.

My recollection is that you have not yet applied for tax credits for this project.

Can you please confirm in writing the status of this project so I can pass it on to Mary Beth.

Thank you.

Linda A. Galella, Esquire
Counsel
Government/Municipal



PARKER McCAY

O: 856-985-4052

F: 856-489-6980

lgalella@parkermccay.com

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www.parkermccay.com



MOUNT LAUREL TOWNSHIP - FAIR SHARE HOUSING DEVELOPMENT, INC.

PREDEVELOPMENT LOAN/GRANT AGREEMENT

Program: Mount Laurel Township
Affordable Housing Trust Fund ("Trust Fund")

Recipient: Fair Share Housing Development, Inc.
Nonprofit Housing Sponsor

Projects:

- (1) Outdoor Recreation Area
Block 601, Lot 35 (A)
- (2) Education-Recreation Building
Block 601, Lot 35 (B)
- (3) Education Center
Block 601, Lots 23, 23.03 & 23.04
- (4) Connell Tract Housing
Block 701, Lot 3
- (5) Senior Citizen Housing Project
Block 302, Lot 2 (10 Acres) & Lot 3 (4 Acres)

Contents:

- I. Agreement Data (Pages 2 & 3)
- II. Terms and Conditions (pages 4-9)

MOUNT LAUREL TOWNSHIP – FAIR SHARE HOUSING DEVELOPMENT, INC.
AFFORDABLE HOUSING TRUST FUND
PREDEVELOPMENT LOAN/GRANT AGREEMENT

I. AGREEMENT DATA (x) GRANT (x) LOAN

Recipient
Information

Name: Pair Share Housing Development, Inc.

Address: 1 Ethel Lawrence Boulevard
Mount Laurel, New Jersey 08054

Chief Financial Officer: Laura Blactz-Price, Director of Finance

Vendor I.D. #: V-222743093-0-0 Phone Number: (856)439-9901

Charities Registration # (Nonprofit agencies only): CH04-31900

Municipal
Information

Municipality: Mount Laurel Township

Department: Township Manager

Address: 100 Mount Laurel Road
Mount Laurel, New Jersey 08054

Contact: Debra Fourre, Township Manager

Phone: (609) 234-0001

Source of
Funds

MOUNT LAUREL TOWNSHIP AFFORDABLE HOUSING TRUST FUND

TOTAL \$2,410,740 (plus interest earned on certain of the funds from August 1, 2006 pursuant to the terms of the December 22, 2008 Order herein).

Purpose


This award will provide funds to assist in the development of the five (5) projects listed above and described more fully in the Court Order dated March 29, 2006 in the Mount Laurel Affordable Housing Litigation, **Contract Exhibit 1** attached hereto.

AFFORDABLE HOUSING TRUST FUND AND RECIPIENT AGREEMENT SIGNATURES

The Recipient named below and the Township of Mount Laurel agree to perform the services as described herein. The provisions of this Agreement, including all attachments and any subsequent amendments, shall constitute the terms and conditions of the Agreement between the parties involved.


FOR RECIPIENT USE ONLY:
ACCEPTED AND AGREED:

Fair Share Housing Development, Inc.

BY: 
PETER J. O'CONNOR
President

DATE 1/12/09

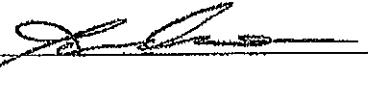
ATTEST: (Affix Seal)

BY: 
FREDERICK F. ERHARDT
Secretary

DATE 1-12-09

FOR MUNICIPAL USE ONLY:
COUNTERSIGNED:

Mount Laurel Township

BY: 
Mayor

DATE 01.12.09

ATTEST:

BY: 
DEBRA FOURRE
Township Manager

DATE 1/12/09

MOUNT LAUREL TOWNSHIP – FAIR SHARE HOUSING DEVELOPMENT, INC.
AFFORDABLE HOUSING TRUST FUND
PREDEVELOPMENT LOAN/GRANT AGREEMENT

II. TERMS AND CONDITIONS

The terms and conditions of this Pradevelopment Agreement between Mount Laurel Township ("Township") and Fair Share Housing Development, Inc. (FSHD) are as follows:

- (1) INSURANCE: FSHD shall provide Mount Laurel Township with a current endorsement on FSHD's commercial crime policy, which designates Mount Laurel Township as a Joint Loss Payee, with regard to the activities carried out by FSHD with the Township Affordable Housing Trust Funds provided herein to FSHD. FSHD shall provide the Township with a copy of its current crime policy and the aforesaid endorsement which will provide the Township with coverage up to \$1,300,000 with regard to FSHD's use of the initial drawdown of funds given to FSHD in accordance with Contract Exhibits 3 and 4 below. The policy and endorsement shall be Contract Exhibit 2. This endorsement and all future endorsements shall be equal to or exceed the amount of the subject predevelopment funds provided to FSHD pursuant to this agreement.
- (2) INDEMNIFICATION: FSHD shall be solely responsible for and shall keep, save and hold the Municipality of Mount Laurel Township harmless from all claims, loss, liability, expense, or damage resulting from any and all claims arising out of the activities carried out by FSHD with the Township funds provided herein. Said claims shall include but are not limited to all mental or physical injuries or disabilities, including death, to employees or recipients of the services or to other persons, or from damage to property sustained in connection with the delivery of the services which results from any acts or omissions, including negligence or malpractice of officers, directors, employees, agents, servants or independent contractors, or from failure to provide for the safety and protection of employees, whether or not due to negligence, fault, or default. Liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination. In the event of any claims by any of the aforesaid, FSHD shall hold the Township of Mount Laurel harmless by indemnifying it for any losses and shall pay all Attorney's fees and costs incurred by the Township in the defense of any and all claims.
- (3) ASSIGNABILITY: The Township and FSHD understand and agree that FSHD may implement the activities funded herein by the Township through several FSHD-affiliated nonprofit corporations as follows: Fair Share Outdoor Recreation Area, Inc. (Outdoor Recreation Area); Fair Share Education-Recreation, Inc. (Education-Recreation Building); Fair Share Education Center, Inc. (Education Center); Fair Share Connell, Inc. (Connell Tract); and, Fair Share ML Senior Housing, Inc. (Senior Citizen Housing Project). As these nonprofit corporations are created, FSHD shall provide the Township with their respective incorporation documents and related information, including

identification numbers and 501(c)(3) charitable corporation approvals by the Internal Revenue Service as these IRS approvals are received.

- (4) FINANCIAL MANAGEMENT SYSTEM: The recipient's Chief Financial Officer, as designated above, shall be responsible for maintaining an adequate financial management system.

The financial management system shall provide for:

- Financing Reporting – Accurate, current and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of this agreement.
- Account Records – Records that adequately identify the source and application of funds resulting from this agreement must be maintained. These records shall contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
- Internal Control – Effective internal and accounting controls over all cash, property, and other assets resulting from this agreement must be maintained. All such assets shall be adequately safeguarded and assurance must be given that these assets are used solely for authorized purposes.
- Source Documentation – Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records and agreement documents.
- Cash Management – The time elapsing between the advance of funds from the "Trust Fund" and the disbursement of funds must be minimized whenever advance payment procedures are used.

If the Township of Mount Laurel determines that the accounting system does not meet the standards described above, additional information may be required to monitor activity until the system meets with the Township of Mount Laurel's approval.

In addition to the above, FSHD and its Chief Financial Officer shall be under a continuing obligation to certify to the Township that the requirements set forth herein are being met. This certification shall be part of each requisition by FSHD. FSHD and its Chief Financial Officer shall also be under an affirmative duty to the Township of Mount Laurel to specify any deficiency in implementing the requirements of this Financial Management System. This notification obligation shall be a continuous one and the duty to notify the Township of Mount Laurel shall arise at the time of the existence of the deficiency.

The Township of Mount Laurel shall have the right to suspend funding under this Agreement if FSHD fails to comply with the requirements of this Financial Management System and Statement of Assurances described below.

(5) STATEMENT OF ASSURANCES:

The recipient's Chief Financial Officer hereby certifies to the Township of Mount Laurel that:

- an accounting system exists to account for the financial activities funded through this agreement;
- fidelity bonding has been purchased for at least the amount of the funds awarded herein,
- any funds advanced will be used expressly for the purpose of this award.

(6) METHOD OF PAYMENT:

A. The FSHD drawdown requisitions shall be in the certification format required by the Township and funds shall be requisitioned in accordance with the terms of the December 22, 2008 Court Order.

B. FSHD shall deposit the approved funds in separate checking and interest-bearing accounts for each project as follows. In the event that FSHD utilizes separate nonprofits for the development of these projects, as described in Paragraph 3 above, FSHD will advise the Township of these separate nonprofit corporations. FSHD has created the following nonprofit corporations for the projects which are funded herein:

(1) Fair Share Outdoor Recreation Area, Inc.
1 Ethel Lawrence Boulevard
Mount Laurel, New Jersey 08054

(2) Fair Share Education-Recreation, Inc.
1 Ethel Lawrence Boulevard
Mount Laurel, New Jersey 08054

(3) Fair Share Education Center, Inc.
1 Ethel Lawrence Boulevard
Mount Laurel, New Jersey 08054

(4) Fair Share Connell, Inc.
1 Ethel Lawrence Boulevard
Mount Laurel, New Jersey 08054

(5) Fair Share ML Senior Housing, Inc.
1 Ethel Lawrence Boulevard
Mount Laurel, New Jersey 08054

(7) USE OF ADVANCED FUNDS BY FSHD:

- A. FSHD shall use the funds in accordance with the budgets which were submitted by FSHD as the basis for the advance of the funds and which were approved as submitted or as modified by the Township and/or Special Master or the Court. The initial drawdown of funds shall be in accordance with the December 22, 2008 Order herein.
- B. For budgeting purposes for the projects described herein, FSHD shall adhere to the requirements set forth in the Court's March 29, 2006 Order, as amended by the Court's subsequent Order, dated December 22, 2008. No modifications to the budget shall be permitted, except as further ordered by the Court on application by either of the parties.

(8) INTEREST ON FUNDS PRIOR TO TOWNSHIP ADVANCE TO FSHD:

Mount Laurel Township shall maintain the funds which are the subject of this Agreement in an interest-bearing account prior to the advance of these funds to FSHD. Interest income earned on these funds after August 1, 2006 shall be added to the fund, accrue to FSHD, and may be used by FSHD only for the projects described herein. The earned interest income from March 29, 2006 through December 31, 2008 is set forth in the December 22, 2008 Court Order herein.

(9) INTEREST ON FUNDS AFTER TOWNSHIP ADVANCE TO FSHD:

FSHD shall maintain the funds which are the subject of the agreement in segregated, interest-bearing accounts. Interest earned on the advanced funds shall become part of the Predevelopment Loan/Grant and may be used by FSHD only for the projects described herein.

(10) FSHD PROJECT REPORTING:

FSHD, on 6/22/09, 12/22/09, 6/22/10, 12/22/10, 6/22/11, 12/22/11, 6/22/12, 12/22/12, 6/22/13 and 12/22/13, shall submit annual reports to the Township and Special Master covering the status of activities funded by this Agreement for the prior calendar year.

(11) ANNUAL AUDITS:

FSHD, on or before March 15, of 2010, 2010, 2012, 2013 and 2014, shall provide the Township and Special Master with an audit of funds provided to FSHD under this Agreement for the prior calendar year.

(12) MONITORING OF PROJECT PERFORMANCE:

The performance under this Agreement shall be monitored by the Township and Special Master to assure that time schedules are being met, projected work is being accomplished, and other performance goals are being achieved.

The Township of Mount Laurel and the Special Master are to be informed of the following types of conditions which affect project objectives and performance as soon as they become known:

- Problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of project goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Mount Laurel Township assistance needed to resolve the situation.
- Favorable developments or events which enable the time schedules and goals to be met sooner than anticipated.

The Township of Mount Laurel may, at its discretion, make site visits to:

1. review project accomplishments and management control systems.
2. provide such technical assistance as may be required.
3. perform fiscal reviews to ensure that funds are being properly expended and in a timely manner.

(13) TERMINATION AND SUSPENSION:

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

Termination or cancellation of assistance, in whole or in part, may be granted by the Court for good cause upon application by either party hereto for an appropriate order granting such relief.

(14) ACCESS TO RECORDS:

Acceptance of this award constitutes agreement to make pertinent accounting records, books, documents, and papers available to the Township of Mount Laurel, or their duly authorized representatives and to the Special Master. In addition, the Township of Mount Laurel reserves the right to have access to records of any subgrantees provided funding

from this award. Through acceptance of this award the Township of Mount Laurel is guaranteed access to such records.

All visitations, inspections, and reviews, including visits and requests for documentation in discharge of the Township's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, the Township retains the right to make unannounced visitations, inspections, and examinations as deemed necessary.

The Township of Mount Laurel reserves the right to have access to all work papers produced in connection with audits made by independent Certified Public Accountants or Registered Municipal Accountants (RMAs) hired to perform such audits.

(15) RECORD RETENTION:

Financial records, supporting documents, statistical records, and all other records pertinent to this award shall be retained for period of ten years. The retention period starts from the date of submission of the final annual financial report.

If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the ten-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

The Township may request transfer of certain records to its custody when it determines it is necessary or of some value.

(16) ENFORCEMENT:

Should suspension, termination or any other enforcement action be required, there shall be an opportunity for a hearing before the Superior Court with appeal to the court. Costs resulting from obligations incurred during a suspension or after termination of an award are not allowable unless expressly authorized by the Township in writing.

THE HANOVER INSURANCE GROUP
THE HANOVER INSURANCE COMPANY
Fidelity & Crime Division-Bond Department
Two Penn Center Plaza- Suite 200
Philadelphia, PA 19102
Phone 610-301-8680/Fax 508-926-5401
E-Mail keifinn@hanover.com
(MID-ATLANTIC BRANCH OFFICE)

12/31/08

Joseph S. Blencuzzi III
Conner Strong
One Commerce Square
2005 Market Street, Suite 310
Philadelphia, PA 19103

Re: Crime Insurance - Fair Share Housing Development, Inc.- Binder/Invoice

Dear Joe,

We are pleased to quote/bind the following:

Form of Coverage ISO Commercial Crime Policy (05-06 Edition) Discovery Form
Policy period: 1yr. 9/27/08-09
Policy number: BDY 185 3823

| Insuring Agreements | Limit | Deductible |
|---|-------------|------------|
| 1. Employee Theft | \$1,300,000 | \$10,000 |
| ERISA - Employee Benefit Plans- Employee Theft is included in the form. | | |

Optional/Additional Coverages that are included:
Omnibus name insured-50% or more owned/50% less management control/Omnibus ERISA Plans

Joint loss payee-
Township of Mount Laurel
100 Mt. Laurel Road
Mount Laurel, NJ 08054

Premium 1yr: \$1,900
Commission: 15%

Please make the check payable to Hanover Insurance Group
Attn: Agency Bill
Box 81042
Woburn, MA 01813-1042

Net premium payable by: 1/29/09 is \$1,615

Thank you for placing this business with Hanover Insurance Group.

Please call with any questions.

Regards,

Kevin Finn
Hanover Fidelity & Crime Manager

CONTRACT EXHIBIT 2

Mount Laurel Township
and
Fair Share Housing Development, Inc.
Pre-Development Lease/Grant Agreement
Budget Thru 12/31/08*

| Budget Thru 12/31/08* | Total | Outdoor Recreation Area Block 501, Lot 35 (A) | Cornell Tract Block 701, Lot 3 | Senior Housing Project Block 302, Lots 2 & 3 | Education-Recreation Building Block 601, Lot 35 (B) | Education Center Block 601, Lot 23, 23.03, 23.04 |
|--|-----------|--|-----------------------------------|---|--|---|
| FSHD Pre-Development Expenses | | | | | | |
| 1/1/08-12/31/08 Reimbursement (all projects) | \$180,000 | | \$25,200 | \$42,007 | \$53,353 | \$59,400 |
| FSHD Development Expenses | | | | | | |
| Reimbursement-Cornell Tract | \$2,052 | | \$2,032 | | | |
| FSHD Development Expenses | | | | | | |
| Reimbursement-Education Center | \$40,885 | | | | | \$40,885 |
| Architect-Lamney & Giorgio | | | | | | |
| Cornell Tract | \$4,300 | | \$4,300 | | | |
| Engineer-CES | | | | | | |
| Cornell Tract | \$12,112 | | \$12,112 | | | |
| Architect-KDA | | | | | | |
| Senior Housing Project | \$2,444 | | | \$2,444 | | |
| Legal-Flaster Greenberg | | | | | | |
| Senior Housing Project | \$2,359 | | | \$2,359 | | |
| Architect-KDA | | | | | | |
| Education-Recreation Building | \$46,087 | | | | \$46,087 | |
| Architect-KDA | | | | | | |
| Education Center | \$17,900 | | | | | \$17,900 |
| Engineer-CES | | | | | | |
| Education Center | \$15,282 | | | | | \$15,282 |
| TOTAL | \$323,491 | \$0 | \$43,644 | \$46,810 | \$99,480 | \$133,457 |

Mount Laurel Township
and
Fair Share Housing Development, Inc.
Pre-Development Loan/Grant Agreement
Budget 12/09-12/31/09

| Budget - 12/09-12/31/09 | Total | Outdoor Recreation Area Block 601, Lot 35(A) | Connell Tract Block 701, Lot 3 | Senior Housing Project Block 302, Lots 2+3 | Education-Recreation Building Block 601, Lot 35(B) | Education Center Block 601, Lots 23, 23.03, + 23.04 |
|--|-----------|---|-----------------------------------|---|---|--|
| FSHD Pre-Development Expenses | \$50,000 | | \$10,000 | | \$25,000 | \$25,000 |
| FSHD Development Fund | | | | | | |
| Staff Expenses | \$39,516 | | \$7,946 | | \$16,570 | \$15,000 |
| FSHD Development Fund | | | | | | |
| Expenses | \$68,150 | | | | \$30,000 | \$39,150 |
| Architect-Lammy & Giongio | | | | | | |
| Connell Tract | \$32,050 | | \$52,050 | | | |
| Engineer-CES | | | | | | |
| Cost Estimating-Gould | \$28,000 | | \$28,000 | | | |
| Connell Tract | \$5,000 | | \$5,000 | | | |
| Architect-KDA | | | | | | |
| Senior Housing Project | \$173,850 | | | \$173,850 | | |
| Consultants | | | | | | |
| Senior Housing Project | \$76,700 | | | \$76,700 | | |
| Education Center | | | | | | |
| Wetlands Delineation | \$5,000 | | | | | |
| Financial Audit | \$8,000 | | \$3,360 | | | \$5,000 |
| TOTAL | \$517,266 | \$0 | \$158,356 | \$2,640 | \$800 | \$1,200 |
| TOTAL - Exhibit #52.4 | \$840,667 | \$0 | \$150,000 | \$300,000 | \$77,370 | \$85,350 |
| Pre-Development Loan per Paragraphs (9) and (11) F of 12/22/08 Order | \$97,504 | | | | \$171,850 | \$218,817 |

Note: Professional fees on Exhibit #4 are subject to approval by the Special Master

MOUNT LAUREL TOWNSHIP – FAIR SHARE HOUSING DEVELOPMENT, INC.

SECOND AMENDED PREDEVELOPMENT LOAN/GRANT AGREEMENT

Program: Mount Laurel Township
Affordable Housing Trust Fund ("Trust Fund")

Recipient: Fair Share Housing Development, Inc. ("FSHD, Inc.")
Nonprofit Housing Sponsor

Project: Senior Citizen Housing Project
Block 302, Lot 2 (10 Acres) & Lot 3 (4 Acres)

Contents: I. Agreement Data (Pages 2 & 3)
II. Terms and Conditions (pages 4-8)

MOUNT LAUREL TOWNSHIP – FAIR SHARE HOUSING DEVELOPMENT, INC.
AFFORDABLE HOUSING TRUST FUND
SECOND AMENDED PREDEVELOPMENT LOAN/GRANT AGREEMENT

I. AGREEMENT DATA (x) GRANT

Recipient Information Name: Fair Share Housing Development, Inc. (FSHD)
 Address: 1 Ethel Lawrence Boulevard
 Mount Laurel, New Jersey 08054

 Chief Financial Officer: Marie Melendez, Director of Finance

 Vendor I.D. #: V-222743093-0-0 Phone Number: (856)439-9901

 Charities Registration # (Nonprofit agencies only): CH04-31900

Municipal Information Municipality: Mount Laurel Township

 Department: Township Manager

 Address: 100 Mount Laurel Road
 Mount Laurel, New Jersey 08054

 Contact: Meredith Tomczyk, Township Manager

 Phone: (609) 234-0001

Source of Funds MOUNT LAUREL TOWNSHIP AFFORDABLE HOUSING TRUST FUND

Pursuant to June 21, 2012 Consent Order in the Mount Laurel litigation entitled Southern Burlington County, NAACP, et. al. v. Township of Mount Laurel, et. al. Superior Court of New Jersey, Law Division, Burlington County, Docket No. L-25741-70 PW, Mount Laurel Township, as part of its court-approved Spending Plan for its Affordable Housing Trust Funds, awarded FSHD, Inc. the sum of One Hundred Ninety-Five Thousand Two Hundred Thirty-Two Dollars (\$195,232) for the payment of pre-development expenses for the development of 184 rental units of affordable senior citizen housing on Block 302.15, Lots 2 and 3 in Mount Laurel Township.

Purpose This Second Amended Predevelopment Loan/Grant Agreement sets forth the terms for the award of One Hundred Ninety-Five Thousand Two Hundred Thirty-Two Dollars (\$195,232) in Mount Laurel Township's Affordable Housing Trust Funds for development of 184 rental units of affordable senior citizen housing on Block 302.15, Lots 2 and 3 in Mount Laurel Township.

AFFORDABLE HOUSING TRUST FUND AND RECIPIENT SECOND AMENDED
AGREEMENT SIGNATURES

The Recipient named below and the Township of Mount Laurel agree to perform the services as described herein. The provisions of this Second Amended Agreement, including all attachments and any subsequent amendments, shall constitute the terms and conditions of the Second Amended Agreement between the parties involved.

If this Second Amended Agreement and its attachments correctly state the understanding of the terms of the award from the Mount Laurel Township Affordable Housing Trust Fund, please indicate concurrence with these terms by having the appropriate officer sign as ACCEPTED AND AGREED below and return it to the Mount Laurel Township Manager.

FOR RECIPIENT USE ONLY:

ACCEPTED AND AGREED:

Fair Share Housing Development, Inc.

BY: Peter J. O'Connor
PETER J. O'CONNOR
President

DATE 9/27/17

ATTEST: (Affix Seal)

BY: Deborah Del Grande DATE 9/27/17
DEBORAH DEL GRANDE
Secretary

FOR MUNICIPAL USE ONLY:
COUNTERSIGNED:

Mount Laurel Township
BY: Dennis E. Riley DATE 9/29/2017
Dennis Riley
Mayor

ATTEST: Meredith Tomczyk
BY: Meredith Tomczyk DATE 9/29/2017
Meredith Tomczyk
Township Manager

MOUNT LAUREL TOWNSHIP – FAIR SHARE HOUSING DEVELOPMENT, INC.
AFFORDABLE HOUSING TRUST FUND
SECOND AMENDED PREDEVELOPMENT LOAN/GRANT AGREEMENT

II. TERMS AND CONDITIONS

The terms and conditions of this Second Amended Predevelopment Agreement between Mount Laurel Township (“Township”) and Fair Share Housing Development, Inc. (FSHD) are as follows:

- (1) INSURANCE: FSHD shall provide Mount Laurel Township with a current endorsement on FSHD’s fidelity bond policy, which designates Mount Laurel Township as a Joint Loss Payable as respects to the crime/employee theft insurance policy/insuring agreement, with regard to the activities carried out by FSHD with the Township Affordable Housing Trust Funds provided herein to FSHD. FSHD shall provide the Township with a copy of its fidelity bond policy and the aforesaid endorsement which will provide the Township with coverage up to \$2,000,000 with regard to FSHD’s use of the trust funds given to FSHD.
- (2) INDEMNIFICATION: FSHD shall be solely responsible for and shall keep, save and hold the Municipality of Mount Laurel Township harmless from all claims, loss, liability, expense, or damage resulting from any and all claims arising out of the activities carried out by FSHD with the Township funds provided herein. Said claims shall include but are not limited to all mental or physical injuries or disabilities, including death, to employees or recipients of the services or to other persons, or from damage to property sustained in connection with the delivery of the services which results from any acts or omissions, including negligence or malpractice of officers, directors, employees, agents, servants or independent contractors, or from failure to provide for the safety and protection of employees, whether or not due to negligence, fault, or default. Liability under this Second Amended Agreement shall continue after the termination of this Second Amended Agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination. In the event of any claims by any of the aforesaid, FSHD shall hold the Township of Mount Laurel harmless by indemnifying it for any losses and shall pay all Attorney’s fees and costs incurred by the Township in the defense of any and all claims.
- (3) ASSIGNABILITY: The Township and FSHD understand and agree that FSHD may implement the activities funded herein by the Township through an FSHD-affiliated nonprofit corporation as follows: Fair Share ML Senior Housing, Inc. (Senior Citizen Housing Project). FSHD will provide the Township with the incorporation documents for this nonprofit corporation and identification number prior to the drawdown of the Trust Funds awarded by this agreement. FSHD shall also provide the Township with the 501(c)(3) charitable corporation approvals by the Internal Revenue Service as these IRS approvals are received.

- (4) FINANCIAL MANAGEMENT SYSTEM: The recipient's Chief Financial Officer, as designated above, shall be responsible for maintaining an adequate financial management system.

The financial management system shall provide for:

- Financing Reporting – Accurate, current and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of this agreement.
- Account Records – Records that adequately identify the source and application of funds resulting from this agreement must be maintained. These records shall contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
- Internal Control – Effective internal and accounting controls over all cash, property, and other assets resulting from this agreement must be maintained. All such assets shall be adequately safeguarded and assurance must be given that these assets are used solely for authorized purposes.
- Source Documentation – Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records and agreement documents.
- Cash Management – The time elapsing between the advance of funds from the "Trust Fund" and the disbursement of funds must be minimized whenever advance payment procedures are used.

If the Township of Mount Laurel determines that the accounting system does not meet the standards described above, additional information may be required to monitor activity until the system meets with the Township of Mount Laurel's approval.

In addition to the above, FSHD and its Chief Financial Officer shall be under a continuing obligation to certify to the Township that the requirements set forth herein are being met. This certification shall be part of this Amended Agreement, paragraph 5 below. FSHD and its Chief Financial Officer shall also be under an affirmative duty to the Township of Mount Laurel to specify any deficiency in implementing the requirements of this Financial Management System. This notification obligation shall be a continuous one and the duty to notify the Township of Mount Laurel shall arise at the time of the existence of the deficiency.

The Township of Mount Laurel shall have the right to suspend funding under this Second Amended Agreement if FSHD fails to comply with the requirements of this Financial Management System and Statement of Assurances described below.

(5) STATEMENT OF ASSURANCES:

The recipient's Chief Financial Officer hereby certifies to the Township of Mount Laurel that:

- an accounting system exists to account for the financial activities funded through this agreement;
- fidelity bonding has been purchased for at least the amount of the funds awarded herein,
- any funds advanced will be used expressly for the purpose of this award.

(6) METHOD OF PAYMENT:

- A. The FSHD requisition for the One Hundred Ninety-Five Thousand Two Hundred and Thirty-Two Dollars (\$195,232) shall be in the certification format required by the Township. These funds shall be payable to Fair Share ML Senior Housing, Inc.
- B. FSHD shall deposit the approved funds in separate checking and interest-bearing account as follows:

Fair Share ML Senior Housing, Inc.
1 Ethel Lawrence Boulevard
Mount Laurel, NJ 08054

(7) USE OF ADVANCED FUNDS BY FSHD:

- A. FSHD shall use the funds advanced herein for pre-development expenses associated with the development of 184 rental units of affordable senior citizen housing on Block 302.15, Lots 2 and 3 in Mount Laurel Township.

(8) INTEREST ON FUNDS PRIOR TO TOWNSHIP ADVANCE TO FSHD:

FSHD waives its right to receive interest earned on trust funds granted to FSHD pursuant to this Agreement while said funds are in the possession of the Township. FSHD shall only be entitled to earn interest of the subject trust funds after the Township provides the funds to FSHD. (See, Paragraph 9 below).

(9) INTEREST ON FUNDS AFTER TOWNSHIP ADVANCE TO FSHD:

FSHD shall maintain the funds which are the subject of the agreement in segregated, interest-bearing accounts. Interest earned on the advanced funds shall become part of the Predevelopment funds and may be used by FSHD only for the project described herein.

(10) FSHD PROJECT REPORTING:

FSHD shall submit an annual report to the Township and Special Master covering the status of activities funded by this Second Amended Agreement for the prior calendar year. This report shall be submitted on March 15, 2018.

(11) ANNUAL AUDITS:

FSHD, on or before March 15, 2018, shall provide the Township and Special Master with an audit of funds provided to FSHD under this Second Amended Agreement.

(12) MONITORING OF PROJECT PERFORMANCE:

The performance under this Second Amended Agreement may be monitored by the Township and Special Master to assure that time schedules are being met, projected work is being accomplished, and other performance goals are being achieved. Notwithstanding the Township and Special Master's right to monitor FSHD's performance, the Township and Special Master shall not incur liability to FSHD or any other person or entity as the result of FSHD's default in its performance under the terms of this Agreement and in the performance of FSHD's development obligations with regard to the Senior Citizen Housing project which is the subject of this Second Amended Agreement.

The Township of Mount Laurel and the Special Master are to be informed of the following types of conditions which affect project objectives and performance as soon as they become known:

- Problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of project goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Mount Laurel Township assistance needed to resolve the situation.
- Favorable developments or events which enable the time schedules and goals to be met sooner than anticipated.

The Township of Mount Laurel may, at its discretion, make site visits to:

1. review project accomplishments and management control systems.
2. provide such technical assistance as may be required.
3. perform fiscal reviews to ensure that funds are being properly expended and in a timely manner.

(13) TERMINATION AND SUSPENSION:

Failure to comply with agreement stipulations, standards, or conditions may give cause to suspend this Second Amended Agreement, prohibit additional obligations of project funds pending corrective action, disallow all or part of the cost associated with the

noncompliance, withhold future awards for the project, terminate this Second Amended Agreement or take other remedies that may be legally available.

Termination or cancellation of assistance, in whole or in part, may be granted by the Court for good cause upon application by either party hereto for an appropriate order granting such relief.

(14) ACCESS TO RECORDS:

Acceptance of this award constitutes agreement to make pertinent accounting records, books, documents, and papers available to the Township of Mount Laurel, or their duly authorized representatives and to the Special Master. In addition, the Township of Mount Laurel reserves the right to have access to records of any subgrantees provided funding from this award. Through acceptance of this award the Township of Mount Laurel is guaranteed access to such records.

All visitations, inspections, and reviews, including visits and requests for documentation in discharge of the Township's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, the Township retains the right to make unannounced visitations, inspections, and examinations as deemed necessary.

The Township of Mount Laurel reserves the right to have access to all work papers produced in connection with audits made by independent Certified Public Accountants or Registered Municipal Accountants (RMAs) hired to perform such audits.

(15) RECORD RETENTION:

Financial records, supporting documents, statistical records, and all other records pertinent to this award shall be retained for period of ten years. The retention period starts from the date of submission of the final annual financial report.

If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the ten-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

The Township may request transfer of certain records to its custody when it determines it is necessary or of some value.

(16) ENFORCEMENT:

Should suspension, termination or any other enforcement action be required, said action(s) shall be initiated by the motion of either party to the court. Costs resulting from obligations incurred during a suspension or after termination of an award are not allowable unless expressly authorized by the Township in writing.

**MOUNT LAUREL TOWNSHIP PLANNING BOARD
RESOLUTION**

R-2017-05

**Fair Share Housing Development, Inc.
Age-Restricted - 100% Affordable Rental Units
Minor Subdivision Approval with Waiver
Block 302.15, Lots 2 & 3
SD#704**

WHEREAS, an application was submitted by Fair Share Housing Development, Inc. for Minor Subdivision Approval with Waiver to facilitate the financing and development of Preliminary and Final-Phase I Major Site Plan approval for 71 age-restricted rental affordable units on property located at Block 302.15, Lots 2 & 3 as shown on the Tax Map of the Township of Mount Laurel and further identified in the Planning Board records as SD#704; and,

WHEREAS, a public hearing to consider the application was held on April 13, 2017 in accordance with public and personal notice requirements of the Township's Zoning Ordinance and *N.J.S.A. 40:55D-12 et seq.*; and

WHEREAS, the following exhibits were entered into the record: (See Attached Persons Testifying and Exhibit Information);

WHEREAS, after hearing and considering the testimony of Applicant's project engineer, and the arguments of Applicant's attorney and after considering the reports and testimony of the Planning Board Professional Planning Staff, the Planning Board finds as follows:

1. Applicant requests Minor Subdivision Approval to adjust lot lines to facilitate the financing and development of Preliminary and Final-Phase I Major Site Plan approval for 71 age-restricted rental affordable housing units. The Minor Subdivision would also add portions of the existing Hovtech Boulevard right-of-way (ROW) to the proposed lots. Approximately 0.138 acres of the ROW would be added to proposed Lot 2 and 0.017 acres of right-of-way would be added to proposed Lot 3. Lot 2 would decrease in size from approximately 10.54

acres to approximately 6.935 acres, while Lot 3 would increase in size from approximately 10.137 acres to approximately 13.9 acres. Phase 1 of the proposed improvements of the site plan approval would be constructed on proposed Lot 2.

3. The subject property is located on the east side of Hovtech Boulevard (County Route 636) between Ark Road (County Route 635) and Masonville-Fostertown Road (County Route 636). The subject property is owned by Mount Laurel Township, consisting of approximately 20.68 acres and is located within the proposed Senior Affordable Apartments Zoning District. The site is currently undeveloped with an existing gravel access road from a previously demolished structure. Applicant will later seek development approvals to permit development of the entire site for 184 age-restricted rental affordable housing apartment units in later development phases.

4. Applicant seeks a waiver from Section 138-3B to allow for Minor Subdivision Approval, which waiver is required because the project has frontage on a major street (Ark Road). The Planning Board professional planning staff recommended the granting of the waiver, since 100% affordable housing is proposed (thus additional unnecessary cost-generating expenses should be avoided) and the proposed lot-line adjustment is intended for development phasing and financing purposes for Phase 1 and will not materially impact the overall development to be later proposed that may occur in future development phases. The Planning Board finds the waiver should be granted based upon the recommendation of the Planning Board professional planning staff.

5. Applicant reviewed the March 28, 2017 report of the Planning Board Engineer (for Minor Subdivision) and agreed to the recommendations therein, including submission of form of deeds for review and approval by the Planning Board Engineer and Solicitor.

6. Applicant reviewed the March 22, 2017 report of the Planning Board Planner (for Minor Subdivision) and agreed to the recommendations therein.

8. Based upon the forgoing, the Planning Board finds that application for Minor Subdivision approval with Waiver should be granted, since it conforms to the requirements of the Senior Affordable Apartments Zoning District and the pertinent Land Development Regulations of the Township of Mount Laurel, subject to the conditions hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Mount Laurel that the within application for Minor Subdivision Approval with Waiver, as set forth above, is hereby granted subject to the following conditions:

1. Applicant shall submit revised plans incorporating all of the required revisions and/or notations referenced during the Planning Board hearings on this application and shall contain all of the agreed upon revisions and/or notations contained within aforereferenced Planning Staff and/or Consultant's reports as agreed upon during said hearings.


2. Applicant shall pay all taxes, fees and required escrow deposits which may be due and owing.

3. Applicant shall comply with the recommendations set forth in the March 28, 2017 report of the Planning Board Engineer, including submission of form of deeds for review and approval by the Planning Board Engineer and Solicitor.

4. Applicant shall comply with the recommendations set forth in the March 22, 2017 report of the Planning Board Planner.

5. Applicant shall obtain outside agency approval from the Burlington County Planning Board.

Certified to be a true and correct copy of a Resolution adopted by the Planning Board at its meeting of May 11, 2017.


GERRY BUCCIA, Secretary


ANDREW PIZZO, Chair

Public Hearing Date: April 13, 2017 -- Application Approved

| | Planning Board Member | AYE | NAY | ABSTAIN | ABSENT |
|-------------|------------------------|-----|-----|---------|--------|
| | Chairman Pizzo | x | | | |
| | Vice-Chair Cassidy | x | | | |
| | Mayor Riley | x | | | |
| Seconded By | Deputy Mayor Van Noord | x | | | |
| | Acting Mgr Tomczyk | | | | x |
| | Ms. Sarcone (Alt #1) | x | | | |
| | Ms. Ingravallo | x | | | |
| | Mr. Cortese | x | | | |
| Motion By | Ms. Conte | x | | | |
| | Mr. Chatzidakis | x | | | |
| | Mr. Allen (Alt #2) | | | | x |

**MOUNT LAUREL TOWNSHIP PLANNING BOARD
RESOLUTION**

R-2017-06

**Fair Share Housing Development, Inc.
Age-Restricted - Affordable Rental Units
(71 Apartments)**

**Preliminary Phase I Major Site Plan Approval with Waivers
Block 302.15, Lots 2 & 3
SP#8021**

WHEREAS, an application was submitted by Fair Share Housing Development, Inc. ("Applicant") for Preliminary Phase I Major Site Plan Approval with Waivers to permit construction of 71 apartments and related site improvements on property located at Block 302.15, Lots 2 and 3 as shown on the Tax Map of the Township of Mount Laurel and further identified in the Planning Board records as SP#8021; and,

WHEREAS, a public hearing to consider the application was held on April 13, 2017 in accordance with public and personal notice requirements of the Township's Zoning Ordinance and *N.J.S.A. 40:55D-12 et seq.*; and

WHEREAS, the following exhibits were entered into the record: (See Attached Persons Testifying and Exhibit Information);

WHEREAS, after hearing and considering the testimony of Applicant's project engineer and architect, and the arguments of Applicant's attorney and after considering the reports and testimony of the Planning Board Professional Planning Staff and comments from nearby Mount Laurel residents, the Planning Board finds as follows:

1. Applicant seeks Preliminary Major Site Plan Approval to permit construction of 71 apartments in Phase 1 of a three-phase project. Future Phase 2 would include construction of 63 apartments and future Phase 3 would include construction of 54 apartments. At full build-out, this 100% affordable age-restricted apartment community contemplates development of

184 apartments. Rental of the units would be limited to persons age 55 and over in accordance with regulations of New Jersey Department of Community Affairs (DCA) for age qualification. The proposed bedroom mix in Phase 1 will include 62 one-bedroom (800 sq. ft.) units, 7 two-bedroom (1,000 sq. ft.) units and 2 two-bedroom staff (1,350 square feet) units.

2. The subject property consists of approximately 20.68 acres and is located within the proposed Senior Affordable Apartments Zoning District. The site is currently vacant and contains a significant amount of wetlands. Applicant proposes to develop Phase 1 on proposed Lot 2, which will consist of 6.935 acres, per the Minor Subdivision Approval simultaneously granted herewith by Planning Board Resolution R-2017-05. The subject property is located on the east side of Hovtech Boulevard between Ark Road (County Route 635) and Masonville-Fostertown Road (County Route 636).

3. Access to the site would be from a full movement driveway with a center island off Hovtech Boulevard. Proposed site improvements include an above-ground infiltration/extended detention basins, site lighting and landscaping. Consistent with the parking requirements of the Senior Affordable Apartments Zoning District, Applicant proposes a total of 71 parking spaces for Phase 1.

4. Applicant requested submission waivers from Ordinance checklist items #14, 37 and 63. The Planning Board Engineer did not object to the granting of the submission waivers for this proposed affordable housing project. The Planning Board finds and concludes the submission waivers should be granted based upon the recommendation of the Planning Board Engineer.

5. Applicant requests a de minimus waiver from the RSIS requirement for parking (71 spaces proposed; 129 spaces required). The Township Traffic Engineering consultant opined that while the proposed number of parking spaces technically does not comply with RSIS

requirements, such RSIS standard is designed specifically for parking needs of traditional residential development (as opposed to the unique demographics of an age-restricted affordable apartment community). The Township Traffic Engineering consultant further opined that more pertinent data from Institute of Transportation Engineers (ITE) for age-restricted affordable housing projects estimates a parking demand of 0.66 parking spaces per unit. Thus, for Phase 1 of this development project, ITE data would estimate a need for 57 parking spaces for residents, and 14 additional spaces for guests. The Township Traffic Engineer, thus, opined that the ITE parking standard more closely aligns with the local parking standard of one space per unit for the Senior Affordable Apartments Zoning District.

6. Despite this parking analysis, Planning Board members and Township residents expressed significant concern that the proposed parking ratio could potentially underestimate actual parking need. Significant concerns were raised with potential overflow parking in drive aisles leading to future traffic circulation and safety issues within Phase 1, particularly at holidays times, when guest parking demand peaks. Peter O'Connor, the principal of Fair Share Housing Development, Inc., was not present at the public hearing to provide testimony how FSHD would specifically address an "over-parking" situation at holiday times, or otherwise. Applicant's attorney proposed at the public hearing to defer resolution of the parking issue to the time of application of Final Major Site Plan approval and indicated that his client would be amenable to a provision for additional phantom parking to address any future unanticipated "over-parking" issue. The Planning Board finds and concludes that the issue of the number of parking spaces to be provided shall be deferred to the time of application for Final Site Plan approval and that it may later require additional phantom parking as a condition of approval. The Board deems phantom parking to be a reasonable requirement, since total parking for the

entirety of FSHD's proposed development project is 184 spaces at full-buildout, when future development phases are later constructed. The Board further notes that no certainty or guarantee exists that later development phases will be constructed at this site, since the future availability of HMFA tax credits to finance the construction of later development phases is speculative. Thus, the Board finds that ample vacant space exists on-site to provide phantom parking to meet future parking needs for Phase 1. Accordingly, the Board defers final action of the requested de minimus waiver from RSIS parking requirements for Phase 1.

7. The Planning Board Planner reviewed his March 22, 2017 report (Site Plan) and raised issues with provision of the outdoor recreational amenities, including an outdoor seating area, and signage for the development. Again, Peter O'Connor was not present at the public hearing to provide testimony on the satisfaction of these planning issues. Thus, Applicant's attorney offered to defer the resolution of these two planning issues to the time of application for Final-Phase I Site Plan approval. The Board finds the issues of outdoor recreational amenities and signage shall be deferred to the time of application for Final Major Site Plan approval.

8. The Planning Board Planner further made the following recommendations in his March 22, 2017 report and testimony: a) truck turning templates should be provided to appropriately review circulation by waste haulers, delivery trucks and emergency vehicles; b) supplemental plantings within the 20 foot wide buffer should be required to achieve the required screening effect; c) additional buffering should be provided to screen views of the basin from Hovtech Boulevard; d) a tree removal plan and compensatory planting plan should be provided; e) alternative evergreen species (at heights of 6-8') should be provided in lieu of white pine; f) downlighting fixtures should replace traditional light fixtures; and g) the buildings constructed shall be substantially consistent to the architectural renderings provided to the Board.

9. The Planning Board Engineer reviewed his March 24, 2017 and recommended that Applicant submit a form of sidewalk easement for review and approval by the Planning Board Engineer and Solicitor for the proposed sidewalk relocation from the Shop-Rite property. The Township Fire Marshall recommended that a 20' wide fire emergency access should be pursued from Shop-Rite, along with a pedestrian striped cross-walk. The Planning Board finds that Applicant should make a good faith effort to obtain the above-requested easements from Shop-Rite.

10. The Township Traffic Engineering Consultant reviewed his March 29, 2017 report and noted that increased trip generation for Phase 1 of this age-restricted project will add 19 and 28 trips during the weekday AM and PM peak hours, respectively. Thus, he concluded that all movements and approaches to the study intersections (Ark Road/Hovtech Blvd/Coventry Lane; Hovtech Blvd and ISC Fitness driveway; and Fostertown Road and Hovtech Road) will continue to operate at the same level of service, except for the left-turn movement from Hovtech Blvd. in the AM peak hour (which will decrease in level of service from C to D). The Township Traffic Consultant recommended an updated traffic study for all subsequent development phases of this project.

11. Based upon the forgoing, the Planning Board finds that Applicant should be granted Preliminary Major Site Plan Approval for Phase 1 on proposed Lot 2 of the subject property, subject to the conditions hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Mount Laurel that the within application for Preliminary Major Site Plan Approval for Phase 1 of proposed Lot 2 of the subject property, is hereby granted subject to the following conditions:

1. Applicant shall submit revised plans incorporating all the required revisions and/or

notations referenced during the Planning Board hearings on this application and shall contain all the agreed upon revisions and/or notations contained within aforereferenced Planning Staff and/or Consultant's reports as agreed upon during said hearings.

2. Applicant shall pay all taxes, fees and required escrow deposits which may be due and owing.

3. The issues of signage, outdoor recreational amenities (including an outdoor seating area) and required number of parking spaces for Phase 1 (including de minimus waiver from RSIS parking requirements), shall be deferred to the time of application for Final Major Site Plan approval.

4. Applicant shall make a good faith effort to pursue easements from Shop-Rite for 20' wide fire emergency access, sidewalk relocation and the installation of a pedestrian striped cross-walk.

5. Applicant shall comply with the recommendations set forth in the March 22, 2017 report of the Planning Board Planner, including: a) truck turning templates should be provided to appropriately review circulation by waste haulers, delivery trucks and emergency vehicles; b) supplemental plantings within the 20 foot wide buffer should be required to achieve the required screening effect; c) additional buffering should be provided to screen views of the basin from Hovtech Boulevard; d) a tree removal plan and compensatory planting plan should be provided; e) alternative evergreen species (at heights of 6-8') should be provided in lieu of white pine; f) downlighting fixtures should replace traditional light fixtures; and g) the buildings constructed shall be substantially consistent to the architectural renderings provided to the Board.

6. Applicant shall comply with the recommendations set forth in the March 24, 2017 report of the Planning Board Engineer, except as modified herein.

7. If the easement to permit sidewalk relocation is granted by Shop-Rite, Applicant shall

submit a form of sidewalk easement for review and approval by the Planning Board Engineer and Solicitor.

8. Applicant shall comply with the recommendations set forth in the March 29, 2017 report the Township Traffic Engineering Consultant, including submission of an updated traffic study for all subsequent development phases of this project.

9. Applicant shall obtain all required outside agency approvals, including Mount Laurel MUA, Burlington County Planning Board, Burlington County Soil Conservation Service and New Jersey Department of Environmental Protection (DEP).

Certified to be a true and correct copy of a Resolution adopted by the Planning Board at its meeting of May 11, 2017.


GERRY BUCCI, Secretary


ANDREW PIZZO, Chair

Public Hearing Date: April 13, 2017 -- Application Approved

| | Planning Board Member | AYE | NAY | ABSTAIN | ABSENT |
|-------------|------------------------|-----|-----|---------|--------|
| | Chairman Pizzo | x | | | |
| | Vice-Chair Cassidy | x | | | |
| | Mayor Riley | x | | | |
| Seconded By | Deputy Mayor Van Noord | x | | | |
| | Acting Mgr Tomczyk | | | | x |
| | Ms. Sarcone (Alt #1) | x | | | |
| | Ms. Ingravallo | x | | | |
| | Mr. Cortese | x | | | |
| Motion By | Ms. Conte | x | | | |
| | Mr. Chatzidakis | x | | | |
| | Mr. Allen (Alt #2) | | | | x |



**TOWNSHIP COUNCIL
MOUNT LAUREL MUNICIPAL CENTER**

Distribution _____

Resolution No. 17-R-61

REGULAR MEETING

MARCH 13, 2017

RESOLUTION OF THE TOWNSHIP OF MOUNT LAUREL, COUNTY OF BURLINGTON, STATE OF NEW JERSEY, CONFIRMING THE NEED FOR THE CONSTRUCTION OF A 184 UNIT AFFORDABLE RESIDENTIAL SENIOR HOUSING DEVELOPMENT AND 4 ON-SITE STAFF UNITS TO BE DEVELOPED IN 3 PHASES AND AUTHORIZING AN AGREEMENT FOR PAYMENTS IN LIEU OF TAXES WITH MOUNT LAUREL TOWNSHIP FOR PHASE I – 71 UNITS OF THE TOTAL DEVELOPMENT WHICH PHASE I SHALL BE COMPRISED OF 69 AFFORDABLE SENIOR HOUSING UNITS AND 2 ON-SITE STAFF UNITS

WHEREAS, Fair Share ML Senior LP (hereinafter referred to as the "Sponsor") proposes to construct a 184 unit affordable senior housing project plus 4 on-site staff units to be developed in three phases (hereinafter referred to collectively as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.) and the rules promulgated thereunder at N.J.A.C. 5:80-1 et seq. (the foregoing hereinafter referred to as the "HMFA Law") within the Township of Mount Laurel (hereinafter referred to as the "Municipality") on an approximately 13.54 acre site described as Lots 2 and 3, Block 302.15 (such lots to be re-designated in the future by subdivisions and consolidations consistent with the development of the entire project in 3 phases) as shown on the Official Assessment Map of the Township of Mount Laurel, Burlington County; and

WHEREAS, the Project will be subject to the HMFA Law and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, pursuant to the provisions of the HMFA Law, the governing body of the Municipality hereby determines that there is a existing need for this 184 unit affordable senior housing project in the Municipality, to be located on Lots 2 and 3, Block 302.15; and

WHEREAS, the Sponsor has presented to the Municipality a revenue projection for Phase I (71 units) of the Project which sets forth the anticipated revenue to be received by the Sponsor from the operation of Phase I (71 units) of the project, as estimated by the Sponsor and the Agency.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Mount Laurel ("Council"), County of Burlington, State of New Jersey as follows:

1. The Council finds and determines that the proposed Project (184 affordable senior housing units and 4 on-site staff units) currently meets an existing housing need in the Township, and, further that the project is to be located on Lots 2 and 3, Block 302.15.
2. The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in the conformity with the provisions of

the HMFA Law with the intent and purpose that the Agency shall rely thereon in making a mortgage loan to the Sponsor, which shall construct, own and operate Phase I of the Project.

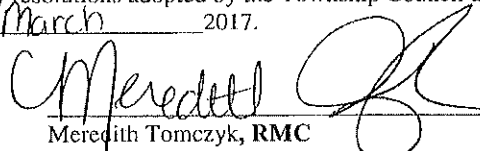
3. The Council does hereby adopt the within Resolution with the further intent and purpose that from the date of execution of the Agency mortgage, the proposed Phase I of the Project, including both the land and improvements thereon, will be exempt from real property taxation as provided in the HMFA Law, provided that payments in lieu of taxes for municipal services supplied to Phase I of the Project are made to the Municipality in such amounts and manner set forth in the Agreement for Payments in Lieu of Taxes attached hereto as Exhibit "A".

4. The Council hereby authorizes and directs the Mayor of the Township of Mount Laurel to execute, on behalf of the Municipality, the Agreement for Payments in Lieu of Taxes in substantially the form annexed hereto as Exhibit "A".

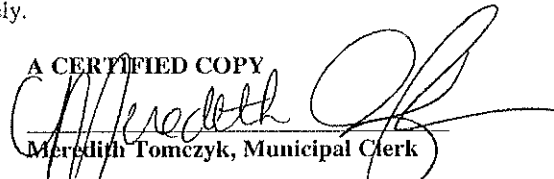
5. The Council understands and agrees that the revenue projections set forth are estimates and that the actual payments in lieu of taxes to be paid by the Sponsor to the Municipality shall be determined pursuant to the Agreement for Payments in Lieu of Taxes executed between the Sponsor and Municipality.

CERTIFICATION

I, hereby certify that I, the undersigned, am the Municipal Clerk of the Township of Mount Laurel, and am duly authorized to certify resolutions adopted by the Township Council at a regular meeting held on the 13 day of March 2017.


Meredith Tomczyk, RMC
Municipal Clerk

This resolution was adopted at a meeting of the Township Council held on March 13, 2017 and shall take effect immediately.

A CERTIFIED COPY

Meredith Tomczyk, Municipal Clerk

| | MOTION | AYE | NAY | ABSTAINED | ABSENT | TRANSMITTED |
|-----------|--------|-----|-----|-----------|--------|--------------|
| Bobo | | | | | ✓ | Tyler Thorne |
| Edelson | 2 | ✓ | | | | |
| Folcher | 1 | ✓ | | | | |
| Riley | | ✓ | | | | |
| Van Noord | | | | | | |

CALCULATION OF ANNUAL SERVICE CHARGE

| | | |
|--------------------------------|----|-------------------|
| Gross Rents | \$ | 203,052 |
| Less Vacancy | | (14,214) |
| Less Utilities (if applicable) | | (37,500) |
| | | <u> </u> |
| Gross Sheltered Rents | \$ | <u>151,338</u> |
| x Rate | x | <u>5.00%</u> |
| Real Estate Taxes | \$ | <u>7,567</u> |

PROJECT SOURCES & USES (PROJECTED)

Mt. Laurel - Phase 4 New Construction Proposed Costs and Funding Sources as follows:
78 Units

| Development Budget | | Funding Sources | |
|----------------------|--------------|------------------------|--------------|
| Land | \$1 | LIHTC Equity | \$13,749,124 |
| Construction Costs | \$9,598,575 | NJHMFA | \$50,000 |
| Professional Fees | \$1,328,500 | Revolving Loan Fund | |
| Carrying & Financing | \$3,600,032 | Mt. Laurel | \$518,884 |
| Marketing & Reserves | \$644,724 | Deferred Developer Fee | \$853,824 |
| Total | \$15,171,832 | | \$15,171,832 |

Projected Rental Income and Operating Expenses (Projected)

[illegible]

78

Anticipated Annual Gross Rents \$578,232

\$578.232

\$537.756

EXHIBIT "B"

Project Rental Income and Operating Expenses (Projected)

EXPENSES

| | |
|--------------------------|-----------|
| Administrative | \$40,658 |
| Salaries | \$112,500 |
| Maint. & Repairs | \$30,450 |
| Maint. Contracts | \$29,000 |
| Insurance | \$39,000 |
| Sub-Total | 251,608 |
| Utilities | 98,016 |
| Management Fee | 56,160 |
| Real Estate Taxes | 21,987 |
| Reserves | 30,420 |
| Social Services | 30,000 |
| Total Operating Expenses | 488,191 |

MT. LAUREL - PHASE 4
78 AGE RESTRICTED UNITS

CALCULATION OF ANNUAL SERVICE CHARGE

| | | |
|--------------------------------|----|----------------|
| Gross Rents | \$ | 203,052 |
| Less Vacancy | | (14,214) |
| Less Utilities (if applicable) | | (57,500) |
| | | <u>131,338</u> |
| Gross Sheltered Rents | \$ | 151,338 |
| x Rate | x | 5.00% |
| Real Estate Taxes | \$ | <u>7,567</u> |

PROJECT SOURCES & USES (PROJECTED)

Mt. Laurel - Phase 5 New Construction Proposed Costs and Funding Sources as follows:
78 Units

| Development Budget | | Funding Sources |
|----------------------|--------------|------------------------|
| Land | \$1 | LIHTC Equity |
| Construction Costs | \$9,598,575 | NJHMFA |
| Professional Fees | \$1,328,500 | Revolving Loan Fund |
| Carrying & Financing | \$3,600,032 | Mt. Laurel |
| Marketing & Reserves | \$644,724 | Deferred Developer Fee |
| Total | \$15,171,832 | |
| | | \$15,171,832 |

Projected Rental Income and Operating Expenses (Projected)

| No. of Bedrooms | No. of Units | Target ** Occupancy | Gross Rent | Allowance for Tenant Paid Utilities*** | Net Rent | Monthly | Annual |
|--------------------|-----------------|------------------------|---------------|--|----------|----------|-----------|
| | | <u>30% maximum</u> | | | | | |
| 2 | 5 | 20.00% | \$361 | \$163 | \$198 | \$990 | \$11,880 |
| 1 | 3 | 30.00% | \$452 | \$122 | \$330 | \$990 | \$11,880 |
| 2 | 0 | 30.00% | \$542 | \$163 | \$379 | \$0 | \$0 |
| | | <u>50% maximum</u> | | | | | |
| 1 | 31 | 47.50% | \$716 | \$122 | \$594 | \$18,414 | \$220,968 |
| 2 | 0 | 47.50% | \$858 | \$163 | \$695 | \$0 | \$0 |
| | | <u>60% maximum</u> | | | | | |
| 1 | 35 | 57.50% | \$866 | \$122 | \$744 | \$26,040 | \$312,480 |
| 2 | 2 | 57.50% | \$1,039 | \$163 | \$876 | \$1,752 | \$21,024 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 1 | 1 | | | | | | |
| 1 | 1 | | | | | | |

\$48,186

| | |
|--------------------------------|-----------|
| Anticipated Annual Gross Rents | \$578.232 |
|--------------------------------|-----------|

| | | |
|------------------|--|-----------|
| TAX CREDIT UNITS | | |
| GROSS RENT | | \$578,232 |
| VACANCY | | |
| PHYSICAL | | (226,912) |
| COLLECTION | | (211,466) |
| NET | | \$537,756 |

EXHIBIT "B"

Project Rental Income and Operating Expenses (Projected)

EXPENSES

| | |
|--------------------------|-----------|
| Administrative | \$40,658 |
| Salaries | \$112,500 |
| Maint. & Repairs | \$30,450 |
| Maint. Contracts | \$29,000 |
| Insurance | \$39,000 |
| Sub-Total | 251,608 |
| Utilities | 98,016 |
| Management Fee | 56,160 |
| Real Estate Taxes | 21,987 |
| Reserves | 30,420 |
| Social Services | 30,000 |
| Total Operating Expenses | 488,191 |

MT. LAUREL - PHASE 5
78 AGE RESTRICTED UNITS

CALCULATION OF ANNUAL SERVICE CHARGE

| | | |
|--------------------------------|----|----------|
| Gross Rents | \$ | 203,052 |
| Less Vacancy | | (14,214) |
| Less Utilities (if applicable) | | (1,500) |
| Gross Sheltered Rents | \$ | 151,338 |
| x Rate | x | 5.00% |
| Real Estate Taxes | \$ | 7,567 |

PROJECT SOURCES & USES (PROJECTED)

Mt. Laurel - Phase 6 (New Construction) proposed costs and funding sources as follows:

| Development Budget | Funding Sources | |
|----------------------|-----------------|----------------------------------|
| Land | \$1 | LIHTC Equity \$5,512,750 |
| Construction Costs | \$3,527,685 | NJHMFA \$50,000 |
| Professional Fees | \$776,500 | Revolving Loan Fund |
| Carrying & Financing | \$1,223,225 | Deferred Developer Fee \$336,451 |
| Marketing & Reserves | \$371,790 | |
| Total | \$5,899,201 | \$5,899,201 |

EXHIBIT "B"

Projected Rental Income and Operating Expenses (Projected)

ANNUAL INCOME & OPERATING SCHEDULES

| No. of Bedrooms | No. of Units | Target ** Occupancy | Gross Rent | Allowance for Tenant Paid Utilities*** | Net Rent | Monthly | Annual |
|--------------------|-----------------|------------------------|---------------|--|----------|---------|-----------|
| | | 30% maximum | | | | | |
| 1 | 5 | 20.00% | \$301 | \$122 | \$179 | \$895 | \$10,740 |
| | | 50% maximum | | | | | |
| 1 | 9 | 47.50% | \$716 | \$122 | \$594 | \$5,346 | \$64,152 |
| 2 | 0 | 47.50% | \$858 | \$163 | \$695 | \$0 | \$0 |
| | | 60% maximum | | | | | |
| 1 | 12 | 57.50% | \$866 | \$122 | \$744 | \$8,928 | \$107,136 |
| 2 | 2 | 57.50% | \$1,039 | \$163 | \$876 | \$1,752 | \$21,024 |
| Super's Apt. * | | | | | | | |

TOTALS 28

\$16,921

Anticipated Annual Gross Rents \$203,052

INCOME

| | | |
|------------------|--|------------|
| TAX CREDIT UNITS | | |
| GROSS RENT | | \$203,052 |
| VACANCY | | |
| PHYSICAL | | (\$10,152) |
| COLLECTION | | (\$1,752) |
| NET | | \$188,838 |

EXHIBIT "B"

Project Rental Income and Operating Expenses (Projected)

EXPENSES

| | |
|--------------------------|----------|
| Administrative | \$20,718 |
| Salaries | \$33,500 |
| Maint. & Repairs | \$12,130 |
| Maint. Contracts | \$15,600 |
| Insurance | \$14,000 |
| Sub-Total | 95,948 |
| Utilities | 37,500 |
| Management Fee | 20,160 |
| Real Estate Taxes | 7,567 |
| Reserves | 14,700 |
| Total Operating Expenses | 175,875 |

MT. LAUREL - PHASE 6
28 AGE RESTRICTED UNITS

CALCULATION OF ANNUAL SERVICE CHARGE

| | | |
|--------------------------------|----|----------|
| Gross Rents | \$ | 203,052 |
| Less Vacancy | | (14,214) |
| Less Utilities (if applicable) | | (10,500) |
| Gross Sheltered Rents | \$ | 151,338 |
| x Rate | x | 5.00% |
| Real Estate Taxes | \$ | 7,567 |

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this _____ day of _____, 2017, between the **TOWNSHIP OF MOUNT LAUREL**, a municipal corporation of the County of Burlington and State of New Jersey having its principal offices located at 100 Mount Laurel Road, Mount Laurel Township, New Jersey, 08054 (hereinafter the "Municipality") and **FAIR SHARE ML SENIOR LP**, a limited partnership of the State of New Jersey, having its principal office at 1 Ethel Lawrence Boulevard, Mount Laurel, New Jersey 08054 (hereinafter referred to as the "Sponsor"), and

WITNESSETH

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

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A.55:14K 1 et. seq.) (hereinafter "HMFA Law") and a Resolution of the Governing Body of the Township of Mount Laurel dated March 13, 2107 (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on that parcel of land, consisting of approximately 13.54 acres, currently designated as Block 302.15, Lots 2 and 3 (such lot designations to be re-designated in the future as lot lines are adjusted by subdivision and lot consolidation) as shown on the Official Assessment Map of the Township of Mount Laurel and more commonly referred to as Mount Laurel Township, New Jersey. The Project will be constructed in three separate phases consisting of: (i) 71 age and income restricted apartment units ("Phase 1"); (ii) 63 age and income restricted apartment units ("Phase 2") and 54 age and income restricted apartments units ("Phase 3"). This agreement relates to Phase 1 only.

3. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which according to the HMFA Law, may not exceed fifty (50) years.

4. (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amounts as follows:

(1) From the date of the execution of the Agency Mortgage until the date of

substantial completion of the Project, the Sponsor shall make payment to the Municipality in an amount equal to the amount of taxes that would otherwise be due for the property. "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all units in the Project.

(2) (a) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 5.0 percent of Project Revenues.

(b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to 5.0 percent of Project Revenues, from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.

(c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewerage charges, and less vacancies, if any. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.

(d) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) and (c) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 5 below.

5. (a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 5.0 percent of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed

the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the municipality shall have all the rights and remedies of tax enforcement granted to the Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.

(c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 9(a) below, prior to any legal action being taken.

6. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and assumes the Agency Mortgage. The Municipality shall have the right to approve or disapprove such a sale, transfer or conveyance in its discretion which will not be unreasonably delayed, conditioned or withheld.

7. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

8. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers associated with the calculations of the sums due under this Agreement by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day in the presence of an officer or agent of the Sponsor or its successors and assigns.

9. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed to **FAIR SHARE ML SENIOR LP** at 1 Ethel Lawrence Boulevard, Mount Laurel, New Jersey 08054 or to such other address as the Sponsor may hereafter designate in writing; and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the

Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, PO Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the **TOWNSHIP OF MOUNT LAUREL**, at 100 Mount Laurel Road, Mount Laurel Township,, Township Administrator, 260 E. Bay Avenue, Mount Laurel, New Jersey 08050 or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, PO Box 18550, Trenton, New Jersey 08650-2085.

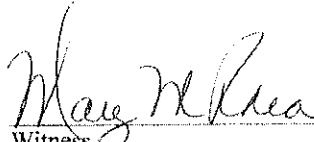
10. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve set dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

11. This Agreement may be executed in any number of counter parts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.


SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, they have executed this Agreement.

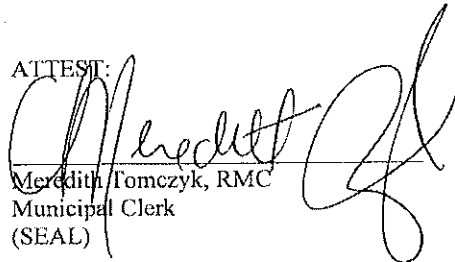
FAIR SHARE ML SENIOR LP



Witness

By: 

Peter J. O'Connor

ATTEST:


Meredith Tomczyk, RMC
Municipal Clerk
(SEAL)

TOWNSHIP OF MOUNT LAUREL

By: 

Dennis Riley, Mayor

CONDITION 9



Date: May 30, 2019

To: Mary Beth Lonergan PP, AICP
Austin Maitland

From: Michael Mistretta, PP, LLA;
Leigh Fleming, AICP

CC: Meredith Tomczyk, Township Manager/Clerk
Trish Hochreiter, Municipal Housing Liaison/Administrative Agent
Kathy Packowski, Administrative Agent
George Morris, Affordable Housing Attorney
Linda A. Galella, Affordable Housing Attorney
Joseph M. Petrongolo, Township Planner
Bill Giegerich, Township Director of Economic Development

RE: Condition 9 of Mount Laurel Affordable Housing Compliance – 761 Grant Road

Pursuant to paragraph 8.e. of the Township's Conditional Declaratory Judgment of Compliance and Repose dated November 8, 2017 the Township is required to "As an exhibit to the Township's Fair Share Plan, the Township shall attach all documentation pertaining to the 44 group home units not yet reviewed and approved, including, but not limited to, copies of supportive and special needs surveys, contracts with Human Services and State Licenses. This was also included as "Condition 9" of the "Master's Report of a Mount Laurel Compliance Hearing Township of Mount Laurel Burlington County New Jersey" prepared by Special Master Philip B. Caton, dated October 4, 2017.

The Township submitted a redlined copy of the Township's Housing Element and Fair Share Plan on September 5, 2018 which included additional required supporting documentation for the Master Plan Element.

On November 28, 2018 Emily Goldman of Clarke Caton Hintz emailed the Township's Affordable Housing Planner with a list of conditions which remained open from the "Master's Report of a Mount Laurel Compliance Hearing Township of Mount Laurel Burlington County New Jersey" prepared by Special Master Philip B. Caton, dated October 4, 2017. One of those comments pertained to Condition 9 and stated that the Township needed to provide a supportive special needs survey for 761 Grant Road in order to fully satisfy and complete Condition 9.

Please find enclosed the completed special needs survey and license for 761 Grant Road. Please do not hesitate to call or email our office if you have any questions or would like to set up a conference call.

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

Municipality: _____

County: _____

Sponsor: _____

Developer: _____

Block: 1003.01 Lot: 29

Street Address: 761 FRONT AVE

Facility Name: Barcroft

| | |
|---|--|
| <p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other - Please Specify: _____</p> | <p>Section 2: Sources and amount of funding committed to the project:</p> <p><input 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 checked="" type="checkbox"/> Other - Amount \$ _____ Program _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p> |
| <p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for: <u>4</u></p> <p>Very low-income clients/households <u>4</u></p> <p>Low-income clients/households <u>0</u></p> <p>Moderate-income clients/households <u>0</u></p> <p>Market-income clients/households <u>0</u></p> <p style="text-align: right;"><i>beds are reserved</i></p> | <p>Section 4: For permanent supportive housing:</p> <p>Total # of units <u>4</u>, including: <u>4</u></p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p> |
| <p>Section 5:</p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: _____</p> <p>Expiration Date of Controls: _____</p> <p>Average Length of Stay: _____ months (transitional facilities only)</p> <p style="text-align: right;"><i>MA</i></p> | <p>Section 6:</p> <p><input type="checkbox"/> CO Date: _____</p> <p>For licensed facilities, indicate licensing agency:</p> <p><input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: _____</p> <p>Current License Date: _____</p> |
| <p>Section 7:</p> <p>Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input 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 style="text-align: right;"><i>MA</i></p> | |
| <p>Section 8: The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p> | |
| <p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Population Served (describe): <u>Developmentally Disabled</u></p> <p>Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | |
| <p>Section 10: Affirmative Marketing Strategy (check all that apply):</p> <p><input type="checkbox"/> DDD/DMHS/DHSS waiting list</p> <p><input checked="" 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: Carol Martella 3-22-19
Project Administrator Date

Certified by: _____
Municipal Housing Liaison Date



• New Jersey Is An Equal Opportunity Employer •





License No. GH2333

State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

BANCROFT NEUROHEALTH
1255 Caldwell Road
Cherry Hill, NJ 08053

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

Group Home Developmental Disability

for 4 individuals

at

**761 GRANT ROAD
MT. LAUREL, NJ 08054**

This License is effective from 04/30/2018 to 04/30/2019

A handwritten signature in cursive script, appearing to read "Carol Johnson".

Carol Johnson, Commissioner, Department of Human Services

Linda A. Galella

From: Leigh Fleming <leighf@hcicg.net>
Sent: Thursday, May 30, 2019 1:54 PM
To: Mary Beth Lonergan; amaitland@cchnj.com
Cc: Meredith Tomczyk; mlhousing; Kathy Packowski; George M. Morris; Linda A. Galella; joseph.petrangolo@rve.com; William Giegerich
Subject: Mount Laurel - Condition 9: 761 Grant Road Documentation
Attachments: 2019.05.30 Memo to Special Master re Mount Laurel Condition 9 w. Enclosures.pdf

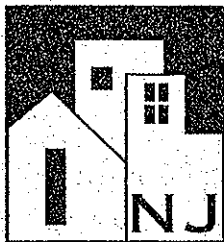
Mary Beth:

Please see the attached memo regarding documentation for the Bancroft Group Home located at 761 Grant Road, which was part of Condition 9 of Phil Caton's October 4, 2017 report and listed in Emily Goldman's November 28, 2018 email.

Thank you.

Leigh Fleming, AICP
Assistant Planner
Harbor Consultants, Inc.
908-276-2715 ext. 129 Phone
908-709-1738 Fax
leighf@hcicg.net
www.hcicg.net

CONDITION 11



HMFA

Charles A. Richman
Chairman

Anthony L. Marchetta
Executive Director

August 24, 2017

Mr. Daniel Lombardo
Volunteers of America DV
235 White Horse Pike
Collingswood, NJ 07107

Re: Centerton Road Family Housing
Mount Laurel, Burlington
LITC# 1704

Dear Mr. Lombardo:

On behalf of the New Jersey Department of Community Affairs ("DCA") and the New Jersey Housing and Mortgage Finance Agency ("HMFA"), we are pleased to inform you that on August 24, 2017, a reservation of 9% Low Income Housing Tax Credits, in an amount not to exceed **\$1,750,000**, was awarded to the above-referenced project (the "Project") from the **2017 Tax Credit Authority**.

This reservation is subject to satisfaction of the following conditions:

- Payment to HMFA of an allocation fee equal to 10% of the annual credit amount over the 10 year credit period. One half of this fee, or **\$175,000**, shall be submitted by **November 30, 2017**. The remainder of the fee is due prior to the issuance of the IRS Form 8609;
- Re-evaluation by HMFA of the project's need for the reserved tax credit amount at the time of a carryover (if issued) and at the time the project is placed in service, as required by the Federal Tax Code;
- Any changes that may be imposed by changes to the Federal Tax Law or Federal regulations;
- Compliance with all conditions as set forth in Exhibit A annexed hereto and made a part hereof.

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

637 South Clinton Avenue • P.O. Box 18550 • Trenton, NJ 08650-2085

TELEPHONE: (609) 278-7400 • WEB: www.njhousing.gov

- Submission to HMFA **no later than November 30, 2017** the following documents required for HMFA to issue an official allocation or binding agreement of tax credits to the project.
 - a. Sponsor Certification. If you are aware of any changes that have been made to any aspect of the project since application, check the second box of item #9 and be sure to attach the appropriate documentation.
 - b. Executed Carryover Allocation Form and/or Binding Agreement form. Please refer to our website for more information.
<http://www.nj.gov/dca/hmfa/developers/credits/allocations/carryover.shtml>
 - c. 15-Year Operating Proforma signed by your first mortgage lender that exclusively reflects the following language verbatim: "We acknowledge that this proforma substantially matches the assumptions used in our underwriting of the mortgage." A new proforma does not have to be submitted if there have been no changes to your operating proforma since application.
 - d. Current Breakdown of Costs and Basis
 - e. If available, a copy of the recorded deed conveying title to the final ownership entity. The deed book and page numbers should be clearly indicated so that NJHMFA tax credit staff can accurately complete the Deed of Easement and Restrictive Covenant for Extended Low-Income Occupancy.
 - f. Tax Clearance Certificate from the New Jersey Division of Taxation
 - g. Green Homes Pre-Construction approval letter

Please note that fully executed carryovers and/or binding commitments will not be issued until all items a-g above and the first half tax credit allocation fee are received by HMFA.

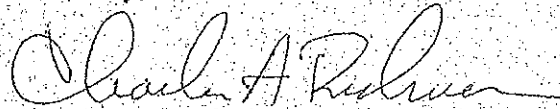
- Submission to HMFA no later than 6 months after the date the carryover allocation agreement is executed of the Independent Auditors' Report (with attachment) showing the 10% test has been met. If you cannot meet this deadline, you may request an extension and, if approved, pay an extension fee of \$1,000 for every week the submission is late. This fee cannot be waived.

Centerton Road Family Housing
August 24, 2017
Page 3

In order to evidence your willingness to proceed with the financing commitment as set forth herein, you are hereby required to countersign this letter. This original, countersigned letter must be returned to the attention of Anne Hamlin, Director of Tax Credit Services at HMFA, within 10 business days. This reservation is subject to your acceptance and will expire if not returned to HMFA within 10 business days.

If you have any questions regarding the above, please do not hesitate to contact Anne Hamlin at (609) 278-7629.

Sincerely,



CHARLES A. RICHMAN
Commissioner, DCA



ANTHONY L. MARCHETTA
Executive Director, HMFA

ah/cr/am

Accepted and agreed to this 30th day of August, 2017.

By: [Signature] L.S.

Danville L. Lumbardo, President / CEO
(Please Print Name and Title)

EXHIBIT A to August 24, 2017 RESERVATION LETTER

Centerton Road Family Housing LITC #1704

The conditions listed on this Exhibit A highlight some of the important *project-specific* issues directly affecting the continuing validity of this reservation and any subsequent allocation, including the issuance of the IRS Form 8609(s). We list these conditions here for your convenience as a "quick list" for those interested in partnering with you in some way and for those who will be drawing up the final partnership documents. Please remember: This is a partial list of conditions and you must also comply with the requirements set forth in the project application, the New Jersey State regulation at N.J.A.C. 5:80-33 et. seq. and Section 42 of the Internal Revenue Code.

1. The project shall have an overall applicable fraction of 100%.
2. The project will have a total of 102 tax credit units distributed as follows: twenty 1-BR, fifty-four 2-BR, and twenty-eight 3-BR. One additional non-income restricted 2BR unit will be set aside for the on-site super.
3. The term of low-income occupancy is a 30-year compliance period plus a 15-year extended use period.
4. The federal set-aside selected is 40% at 60%. All tax-credit units shall be rent restricted and income restricted to 60% percent of the area median income adjusted for family size. In addition 10% of the tax credit units must be rent restricted and income restricted to households earning 30% or less of area median income adjusted for family size.
5. A minimum of 15% of the original construction contract amount must be expended on Minority and/or Women Business Enterprises certified by the New Jersey Department of the Treasury.
6. At least 50% of the General Partner(s) interest in the final ownership entity shall be comprised of a qualified non-profit organization under the Internal Revenue Code & the 2017 Qualified Allocation Plan (QAP).
7. A minimum of three social services shall be provided to the tenants of the project for the term of the compliance period.
8. A minimum of three unit amenities shall be provided to the tenants of the project for the term of the compliance period.
9. A minimum of two project amenities shall be provided to the tenants of the project for the term of the compliance period.
10. At least one community-policing or public-safety enhancement will be included as part of the scope of the project.
11. At minimum, all of the buildings in the project (unless exempt as outlined in the 2017 QAP) will participate in NJ Energy Star Homes V.3.1 program.
12. Successful participation in the Energy Benchmarking Initiative for at least three (3) years

13. Successful participation in at least ONE of the following:
- a. Enterprise Green Communities Mandatory plus 35 points
 - b. LEED Version 4.0 Silver or higher (Homes, Multifamily Midrise or New Construction)
 - c. NGBS 2012 (National Green Building Standard) 2012 Version Silver or higher
 - d. New Jersey Zero Energy Ready Home (Tier 3)
 - e. Living Building Challenge
 - f. Passive House
14. For the term of the compliance period, the property manager employed for the project will have successfully completed an NJHMFA approved tax credit certification course and meet a continuing education requirement of at least six hours annually by an approved provider.
15. A minimum of five units shall be restricted to "Individuals and families who are homeless" as defined in the 2017 QAP.
16. The total compensation to the developer and general partner for the development of the project shall not exceed \$2,150,000 and the non-deferred portion of the developer fee shall not exceed eight percent. This shall include the developer fee, any "incentive" fee, "acquisition" fee, "syndication" fee, "broker's" fee, "clerk of the works" fee and any fee that can be classified as part of the developer's and general partner's profit and overhead compensation. In addition, the non-deferred portion of the developer fee shall not exceed eight percent of total development cost excluding land, working capital, marketing expenses, escrows, operating deficit reserves, step-in-the-shoes costs and costs associated with syndication.
17. Underwriting: This tax credit reservation is conditioned on the satisfaction of these underwriting criteria. More conservative or compensating changes may be allowed subject to Agency approval.
- a. Total development costs (with permitted exclusions) shall not exceed \$250,000 per unit.
 - b. Operating Budget: income trending at 2% annually; non-income related expenses trending at 3% annually; 7% vacancy; \$300.00 per unit minimum replacement reserves.
 - c. Operating expenses shall not exceed the approved range set forth in the 2017 QAP unless permitted by NJHMFA during the 2017 LIHTC application round.
 - d. All soft secondary financing should carry an interest rate of 1.00% or lower.

Accepted and agreed to this 30th day of August, 2017.

By: [Signature] L.S.

Dorcas L. Lombardo President (CEO)
(Please Print Name and Title)

AMENDED AGREEMENT FOR PAYMENT IN LIEU OF TAXES

Centerton Road Affordable Housing Project, HMFA #(s) _____

THIS AGREEMENT, made this 13th day of MARCH, 2017, between VOADV Property, Inc, a Not-for-Profit corporation of the State of New Jersey, having its principal office at 235 White Horse Pike, 2nd Floor, Collingswood, NJ 08107 (hereinafter the "Sponsor") and the Township of Mount Laurel, a municipal corporation in the County of Burlington and State of New Jersey (hereinafter the "Municipality"). This Agreement supersedes the prior Agreement For Payment In Lieu of Taxes dated June 22, 2015 between the same parties with regard to the same Project and property.

WITNESSETH

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

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (hereinafter "HMFA Law") and a Resolution of the Council of the Municipality dated MARCH 13, 2017, (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on that parcel of land designated as Block 503.03, Lot 3 as shown on the Official Assessment Map of the Township of Mount Laurel, and more commonly referred to as the Centerton Road Affordable Housing Project.

3. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years.

4. (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:

- (1) From the date of the execution of the Agency Mortgage until the date of substantial completion of the Project, the Sponsor shall make payment to the Municipality in an amount equal to \$23,016.83 (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage). As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all units in the Project.
- (2) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to five percent (5.00%) of Project Revenues.

(b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to five percent (5.00%) of Project Revenues from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.

(c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge and other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less vacancies if any. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.

(d) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) and (c) above is calculated, for the first fifteen years of the term of this agreement, in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 5 below.

5. (a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at five percent (5.00%) of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the

Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one (1) year of the receipt of the Audit by the Municipality.

(c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 9(a) below, prior to any legal action being taken.

6. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and is obligated under the Agency Mortgage.

7. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

8. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.

9. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

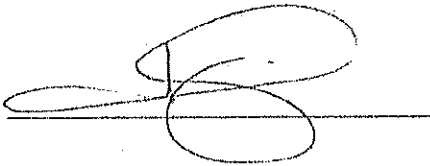
(a) When sent by the Municipality to the Sponsor, it shall be addressed to VOADV Property, Inc. 235 White Horse Pike, 2nd Floor, Collingswood, NJ 08107 Attention: Owen McCabe or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the Township of Mount Laurel, Mount Laurel Municipal Complex, 100 Mount Laurel Road, Mount Laurel, NJ 08054 Attention: Township Manager, or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

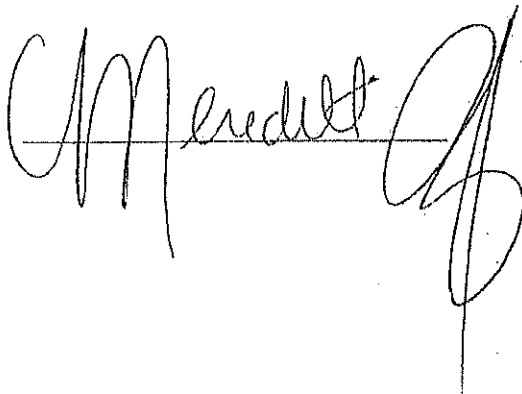
10. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

ATTEST



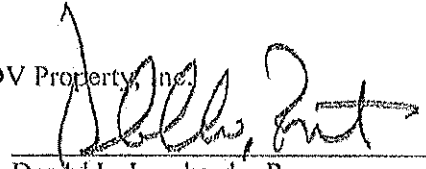
ATTEST



SPONSOR:

VOADV Property, Inc.

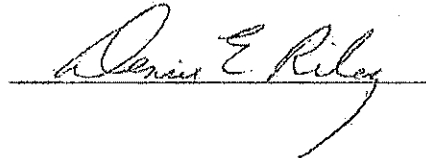
By:


Daniel L. Lombardo, Pres.

MUNICIPALITY:

TOWNSHIP OF MOUNT LAUREL

By:



TOWNSHIP OF MOUNT LAUREL

ORDINANCE #2017-3

AN ORDINANCE AMENDING THE APPROVAL OF A TAX ABATEMENT TO VOADV PROPERTY, INC. LOCATED ON PROPERTY IDENTIFIED ON THE OFFICIAL TAX MAP AS BLOCK 503.03 LOT 3 MORE COMMONLY KNOWN AS CENTERTON ROAD AND MARNE HIGHWAY FOR THE PERIOD COMMENCING FROM THE DATE OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY UNTIL EXPIRATION OF THE NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY MORTGAGE TO BE RECORDED AGAINST THE PROPERTY.

WHEREAS on July 13, 2015, after a public hearing, the Township Council approved Ordinance #2015-7 title An Ordinance Granting A Tax Abatement To VOADV Property, Inc. Located On Property Identified On The Official Tax Map As Block 503.03 Lot 3 More Commonly Known As Centeron Road And Marne Highway For The Period Commencing From The Date Of Issuance Of The Certificate Of Occupancy Until Expiration Of The New Jersey Housing And Mortgage Finance Agency Mortgage To Be Recorded Against The Property; and

WHEREAS, Volunteers of America Delaware Valley is in the process of preparing its tax application to the State which will include the awards from the NJDCA and the VA as part of its application to be submitted in the second quarter of 2017, and the Township Amended Financial Agreement and Ordinance approving a tax abatement to VOADV Property, Inc., and

WHEREAS, VOADV Property, Inc. seeks to leverage funds from NJDCA and VA to reduce its request for Affordable Housing Trust Funds Dollars from \$1.1 million to \$300,000; and

WHEREAS VOADV Property, Inc. seeks to reduce the approved NJHMFA PILOT from 6.28% to 5.00% to leverage more funds from other sources and reduce its request for affordable housing dollars from the Township, increasing the tax credit application score by one point while increasing the ratable dollars to the Township by increasing the gross shelters; and

WHEREAS, the Mayor has submitted the proposed Amended Financial Agreement to the Township Council with his recommendation thereof, a copy of which is annexed hereto; and

WHEREAS, the Township Council has determined that the residential project meets an existing need, as defined in the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (hereinafter "HMFA Law"), and has further determined that the project is an improvement made for the purpose of clearance, rc-planning, development or redevelopment of an area within the Township.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT LAUREL, NEW JERSEY, THAT:

1. The proposal of VOADV Property, Inc. for the development, maintenance and operation of a residential project described in the Amended Financial Agreement is hereby approved in accordance with the recommendation of the Mayor.
2. The exemption from taxation on improvements is hereby granted to VOADV Property, Inc. for a period beginning as of the date of issuance of a Certificate of Occupancy or substantial completion, pursuant to N.J.S.A. 40A:30-12, and only so long as VOADV Property, Inc. is subject to and complies with the proposed Amended Financial Agreement and the HMFA Law,, as amended and supplemented, and upon the further condition that VOADV Property, Inc. does not file a petition of tax appeal for the premises on which the project is to be located.
3. The Mayor of the Township of Mount Laurel is hereby authorized to execute, on the Township's behalf, the Amended Financial Agreement in the form attached hereto.
4. An executed copy of the Amended Financial Agreement authorized by this ordinance shall be filed and maintained with the Township Clerk.
5. The residential project, when completed, will conform with all State laws and ordinances of the Township of Mount Laurel relating to its construction and use.
6. VOADV Property, Inc. shall, in the operation of the residential project comply with all laws so that no person shall be subject to any discrimination because of race, religious principles, color, national origin or ancestry.
7. The Township Clerk's Office of the Township of Mount Laurel shall forthwith submit a certified copy of the ordinance approving the tax exemption and the proposed Amended Financial Agreement to the director of the Division of Local Government Services.

STATEMENT

Amended Agreement for Payment in Lieu of Taxes granted to VOADV Property, Inc. for a term beginning with issuance of the Certificate of Occupancy for the residential project located on property identified on the Township's Official Tax Map as Block 503.03 Lot 3 and continuing only until expiration of the New Jersey Housing and Mortgage Finance Agency mortgage intended to be recorded against the property.

Introduction Date: February 27, 2017

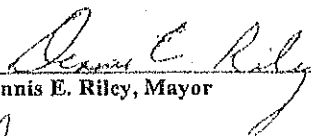
| | MOTION | AYE | NAY | ABSTAINED | ABSENT | TRANSMITTED |
|------------------|--------|-----|-----|-----------|--------|-------------|
| Bobo | 2 | ✓ | | | | |
| Edelson | 1 | ✓ | | | | |
| Folcher | | ✓ | | | | |
| Riley | | ✓ | | | | |
| Van Noord | | ✓ | | | | |

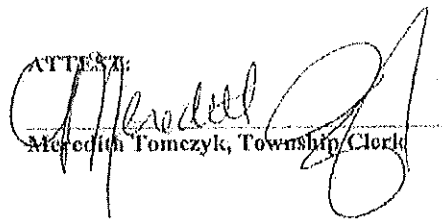
Publication Date: March 2, 2017

Public Hearing Date: March 13, 2017

| | MOTION | AYE | NAY | ABSTAINED | ABSENT | TRANSMITTED |
|-----------|--------|-----|-----|-----------|--------|-------------|
| Bobo | | | | | ✓ | |
| Edelson | 2 | ✓ | | | | |
| Folcher | 1 | ✓ | | | | |
| Riley | | ✓ | | | | |
| Van Noord | | ✓ | | | | |

TOWNSHIP OF MOUNT LAUREL

BY: 
Dennis E. Riley, Mayor

ATTEST:

Meredith Tomczyk, Township Clerk



**TOWNSHIP COUNCIL
MOUNT LAUREL MUNICIPAL CENTER**

Distribution _____

Resolution No. 17-R-62

REGULAR MEETING

MARCH 13, 2017

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF MOUNT LAUREL
TOWNSHIP, COUNTY OF BURLINGTON AUTHORIZING THE
EXPENDITURE OF AFFORDABLE HOUSING TRUST FUND
MONIES TO VOADV PROPERTY, INC. FOR THE DEVELOPMENT
OF RESPONSIBLE AFFORDABLE HOUSING WITH MOUNT
LAUREL TOWNSHIP ON BLOCK 503.03 LOT 3**

WHEREAS, COAH's current regulations at N.J.A.C. 5:97-8.7(a), allow monies deposited in a municipal housing trust fund account to be expended on acquisition and/or improvement of land to be used for affordable housing and related development costs; and

WHEREAS, VOADV Property, Inc. intends to construct 102 affordable senior rental units and one (1) on-site manager's unit for a total of 103 units on property designated as Block 503.03 Lot 3 on the official tax map of Mount Laurel Township (the "Property"); and

WHEREAS, Mount Laurel Township, County of Burlington supports the affordable housing project on Centerton Road and proposed to contribute \$300,000 to VOADV Property, Inc. to support the production of affordable housing on the Property as described herein; and

WHEREAS, Mount Laurel Township, County of Burlington petitioned the Council on Affordable Housing (the "Council") for substantive certification of a third round Housing Element and Fair Share Plan during a Fairness Hearing on February 22, 2017; and

WHEREAS, pursuant to N.J.A.C. 5:97-8.1(d), a municipality under the Council's jurisdiction shall not spend development fees unless the Council has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and 5:96-5.3; and

WHEREAS, Mount Laurel Township, County of Burlington requests a waiver from N.J.A.C. 5:97-8.1(d) as a municipality with a COAH approved development fee ordinance and an established housing trust fund account to allow the expenditure of housing trust funds for acquisition and/or improvement of land to be used for affordable housing and related development costs prior to the grant of certification and/or approval of a spending plan; and

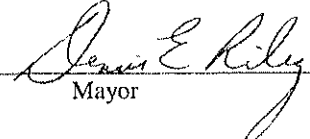
WHEREAS, a waiver by the Council requires that Mount Laurel Township, County of Burlington shall pass a resolution stating the current balance in the municipal housing trust fund account and the amount proposed to be spent.

NOW, THEREFORE, BE IT RESOLVED by the governing body of Mount Laurel Township, in the County of Burlington, State of New Jersey, that Mount Laurel has petitioned COAH for substantive certification of a newly adopted Housing Element and Fair Share Plan in accordance with COAH's third round regulations; and

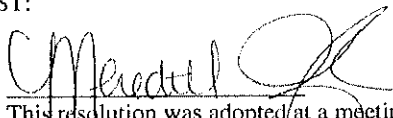
BE IT FURTHER RESOLVED that Mount Laurel, County of Burlington has a current balance in its municipal affordable housing trust fund account of \$ 4,841,895.61 and the amount proposed to be spent on acquisition and/or improvement of the Property and related development costs as affordable housing from the Mount Laurel municipal affordable housing trust fund is \$300,000; and

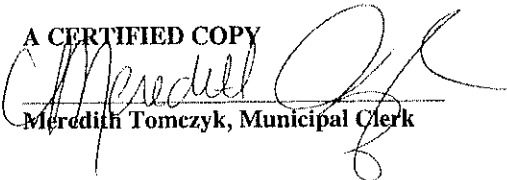
BE IT FURTHER RESOLVED that this resolution shall be submitted to COAH within seven (7) days of the municipal governing body action.

Adopted:


Mayor

ATTEST:


This resolution was adopted at a meeting of the Township Council held on March 13, 2017 and shall take effect immediately.

A CERTIFIED COPY

Meredith Tomczyk, Municipal Clerk

| | MOTION | AYE | NAY | ABSTAINED | ABSENT | TRANSMITTED |
|-----------|--------|-----|-----|-----------|--------|-------------|
| Bobo | | | | | ✓ | |
| Edelson | 1 | ✓ | | | | |
| Folcher | 2 | ✓ | | | | |
| Riley | | ✓ | | | | |
| Van Noord | | ✓ | | | | |

| | | | | | | | | | | |
|----------------|---|---|-------------|--|-----|----|-----|-------|--------|-----|
| | 2 | 4 | 20% AMI Low | | 393 | 82 | 311 | 1,244 | 14,928 | 840 |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| | | | | | | | | | | |
| Super's Apt. * | 2 | 1 | Rent Free | | | | | | | 840 |

TOTALS

103

91,319

Anticipated Annual

Gross Rents

1,095,828

*

Indicate on a separate line which apartment is for the Superintendent.

If it's rent-free, put \$0 in the Rent column.

**

Indicate "Low", "Mod" or "Mkt" AND the percentage of median income.

Low Income - 50% or less of median income

Moderate Income - 50% to 80% of median income

Market Income - 80%+ of median income

NOTE: For Underwriting Purposes Only, Target Occupancy is based on (1) person per Bedroom

Where tenants pay their own utilities, a "utility allowance" must be subtracted from the maximum chargeable rent when determining their rental charge.

NOTE: The percentage listed in this section is merely the percentage of the Gross Rent as to the applicable Area Median Income.

EQUIPMENT AND SERVICES

| (a) <u>Equipment:</u> | |
|-----------------------|-------------------------------------|
| Ranges | <input checked="" type="checkbox"/> |
| Refrigerator | <input checked="" type="checkbox"/> |
| Air | |
| Conditioning | <input checked="" type="checkbox"/> |
| Laundry Facilities | <input checked="" type="checkbox"/> |
| Disposal | |
| Dishwasher | <input checked="" type="checkbox"/> |
| Carpet | <input checked="" type="checkbox"/> |
| Drapes | |
| Swimming Pool | |
| Tennis Court | |
| Other: | |

| (b) <u>Services:</u> | | Gas, Electric or Oil | | Individual or Master Meter | Paid by Tenant |
|----------------------|--|----------------------|--|----------------------------|-------------------------------------|
| Heat | | Gas | | Individual | <input checked="" type="checkbox"/> |
| Hot Water | | Gas | | Individual | <input checked="" type="checkbox"/> |
| Cooking | | Electric | | Individual | <input checked="" type="checkbox"/> |
| Air Conditioning | | Electric | | Individual | <input checked="" type="checkbox"/> |
| Household Electric | | | | Individual | <input checked="" type="checkbox"/> |
| Water | | | | Master Meter | |
| Sewer | | | | Master Meter | |
| Parking | | | | Master Meter | |
| Other: | | | | | |
| Other: | | | | | |
| Other: | | | | | |

| <u>UTILITY ALLOWANCE METHODS (Yes or No)</u> | |
|--|--|
| DCA Utility Allowance Chart | <input type="checkbox"/> Utility Company Estimates |
| HUD Utility Schedule Model | <input type="checkbox"/> Energy Consumption Model |

| | |
|--|--|
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| | |

COMMERCIAL SPACE
 (Include all utility costs associated with the commercial space in your description)

| |
|--|
| |
| |
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| |

| ID | Task | Task Name | Duration | Start | Finish | Actual Start | Actual Finish | 2019 | 2020 | 2021 |
|----|------|---|----------|--------------|--------------|--------------|---------------|------|------|------|
| | Mode | | | | | | | Q3 | Q4 | Q1 |
| 1 | ✓ | Site Work | 268 days | Mon 10/15/18 | Wed 10/23/19 | Wed 1/16/19 | NA | | | |
| 2 | ✓ | Clearing/Soil Erosion Control | 3 days | Wed 1/16/19 | Fri 1/18/19 | Wed 1/16/19 | Fri 1/18/19 | | | |
| 3 | ✓ | TS Strip / Bulk Cuts to Fills - 10 Days | 10 days | Wed 2/6/19 | Tue 2/19/19 | Wed 2/6/19 | Tue 2/19/19 | | | |
| 4 | ✓ | Import Fill / Grade Pads | 10 days | Mon 8/12/19 | Fri 8/23/19 | Mon 8/12/19 | Fri 8/23/19 | | | |
| 5 | ✓ | Retaining Wall | 12 days | Mon 12/2/19 | Tue 12/17/19 | NA | NA | | | |
| 6 | ✓ | Sanitary Sewer | 15 days | Wed 12/18/19 | Tue 1/7/20 | NA | NA | | | |
| 7 | ✓ | Storm Sewer | 10 days | Wed 1/8/20 | Tue 1/21/20 | NA | NA | | | |
| 8 | ✓ | Water System | 20 days | Wed 1/22/20 | Tue 2/18/20 | NA | NA | | | |
| 9 | ✓ | Roof Drainage | 10 days | Wed 2/19/20 | Tue 3/3/20 | NA | NA | | | |
| 10 | ✓ | Curb | 10 days | Wed 3/4/20 | Tue 3/17/20 | NA | NA | | | |
| 11 | ✓ | Box Out/Grade/Soil Return | 15 days | Wed 3/18/20 | Tue 4/7/20 | NA | NA | | | |
| 12 | ✓ | Base Paving | 5 days | Wed 4/8/20 | Tue 4/14/20 | NA | NA | | | |
| 13 | ✓ | Off Site Paving | 10 days | Wed 4/15/20 | Tue 4/28/20 | NA | NA | | | |
| 14 | ✓ | Site Lighting | 10 days | Wed 4/29/20 | Tue 5/12/20 | NA | NA | | | |
| 15 | ✓ | Playground | 10 days | Wed 9/16/20 | Tue 9/29/20 | NA | NA | | | |
| 16 | ✓ | Landscape | 5 days | Wed 9/30/20 | Tue 10/6/20 | NA | NA | | | |
| 17 | ✓ | Top Paving | 2 days | Wed 10/7/20 | Thu 10/8/20 | NA | NA | | | |
| 18 | ✓ | Signage | 1 day | Fri 10/9/20 | Fri 10/9/20 | NA | NA | | | |
| 19 | ✓ | Building 1 | 266 days | Mon 8/26/19 | Mon 8/31/20 | Mon 8/26/19 | NA | | | |
| 20 | ✓ | Footings/Foundation | 19 days | Mon 8/26/19 | Thu 9/19/19 | Mon 8/26/19 | Thu 9/19/19 | | | |
| 21 | ✓ | Backfill Inspection | 0 days | Thu 9/19/19 | Thu 9/19/19 | Thu 9/19/19 | Thu 9/19/19 | | | |
| 22 | ✓ | Backfill | 2 days | Fri 9/20/19 | Mon 9/23/19 | Fri 9/20/19 | Mon 9/23/19 | | | |
| 23 | ✓ | Underslab Utilities | 11 days | Wed 9/25/19 | Wed 10/9/19 | Wed 9/25/19 | Wed 10/9/19 | | | |
| 24 | ✓ | MEP Underslab Inspections | 2 days | Thu 10/3/19 | Thu 10/10/19 | Thu 10/3/19 | Thu 10/10/19 | | | |
| 25 | ✓ | Stairs/Elevator Towers 1st Floor | 10 days | Mon 9/16/19 | Mon 10/7/19 | Mon 9/16/19 | Mon 10/7/19 | | | |
| 26 | ✓ | Grade & Prep For Slab | 3 days | Thu 10/10/19 | Mon 10/14/19 | Thu 10/10/19 | Mon 10/14/19 | | | |
| 27 | ✓ | Termite Treatment | 0 days | Mon 10/14/19 | Mon 10/14/19 | Mon 10/14/19 | Mon 10/14/19 | | | |
| 28 | ✓ | Slab Inspection | 1 day | Tue 10/15/19 | Tue 10/15/19 | Tue 10/15/19 | Tue 10/15/19 | | | |
| 29 | ✓ | Pour Slab | 1 day | Tue 10/15/19 | Wed 10/16/19 | Tue 10/15/19 | Wed 10/16/19 | | | |
| 30 | ✓ | Structural Steel | 5 days | Tue 11/5/19 | Mon 11/11/19 | NA | NA | | | |
| 31 | ✓ | Stairs/Elevator Towers 2nd, 3rd, 4th Floors | 1 day | Mon 9/16/19 | Mon 10/28/19 | Mon 9/16/19 | Mon 10/28/19 | | | |
| 32 | ✓ | Framing | 36 days | Mon 11/11/19 | Mon 12/30/19 | NA | NA | | | |
| 33 | ✓ | Trash Chute | 10 days | Tue 12/31/19 | Mon 1/13/20 | NA | NA | | | |
| 34 | ✓ | Roof Shingles | 10 days | Tue 12/31/19 | Mon 1/13/20 | NA | NA | | | |
| 35 | ✓ | Tyvek Wrap | 5 days | Tue 1/14/20 | Mon 1/20/20 | NA | NA | | | |
| 36 | ✓ | Windows & Exterior Doors | 15 days | Tue 1/14/20 | Mon 2/3/20 | NA | NA | | | |

| Task | Project Summary | Manual Task | Start-only | Deadline |
|-----------------------------------|--------------------|-----------------------|--------------------|-----------------|
| Project: Centerton Village - Orig | Inactive Task | Duration only | Finish-only | Progress |
| Split | Inactive Milestone | Manual Summary Rollup | External Tasks | Manual Progress |
| Milestone | Inactive Summary | Manual Summary | External Milestone | |
| Summary | | | | |

Gary F. Gardner, Inc.
Exhibit E - Project Schedule

| ID | Task Mode | Task Name | Duration | Start | Finish | Actual Start | Actual Finish | 2019 | | | | 2020 | | | | Deadline |
|----|-----------|----------------------------------|----------|--------------|--------------|--------------|---------------|------|----|----|----|------|----|----|----|----------|
| | | | | | | | | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | |
| 37 | ✓ | Brick | 20 days | Tue 2/4/20 | Mon 3/2/20 | NA | NA | | | | | | | | | |
| 38 | ✓ | Vinyl Siding / Caulk | 20 days | Wed 3/11/20 | Tue 4/7/20 | NA | NA | | | | | | | | | |
| 39 | ✓ | Decorative Metal Rails | 10 days | Wed 4/8/20 | Tue 4/21/20 | NA | NA | | | | | | | | | |
| 40 | ✓ | Protective Covers | 10 days | Wed 4/22/20 | Tue 5/5/20 | NA | NA | | | | | | | | | |
| 41 | ✓ | MEP Rough | 30 days | Tue 1/14/20 | Mon 2/24/20 | NA | NA | | | | | | | | | |
| 42 | ✓ | MEP / Frame Inspections | 5 days | Tue 2/25/20 | Mon 3/2/20 | NA | NA | | | | | | | | | |
| 43 | ✓ | Insulation | 8 days | Tue 3/3/20 | Thu 3/12/20 | NA | NA | | | | | | | | | |
| 44 | ✓ | Insulation Inspection | 5 days | Fri 3/13/20 | Thu 3/19/20 | NA | NA | | | | | | | | | |
| 45 | ✓ | Hang & Finish Sheetrock | 30 days | Fri 3/13/20 | Thu 4/23/20 | NA | NA | | | | | | | | | |
| 46 | ✓ | Gypcrete | 3 days | Fri 4/24/20 | Tue 4/28/20 | NA | NA | | | | | | | | | |
| 47 | ✓ | Elevator Installation | 40 days | Wed 4/29/20 | Tue 6/23/20 | NA | NA | | | | | | | | | |
| 48 | ✓ | Set Trim & Doors | 16 days | Wed 4/29/20 | Wed 5/20/20 | NA | NA | | | | | | | | | |
| 49 | ✓ | Prep & Prime Paint Coat | 16 days | Thu 5/7/20 | Mon 6/15/20 | NA | NA | | | | | | | | | |
| 50 | ✓ | Acoustical Ceilings - Set Grid | 12 days | Fri 5/29/20 | Thu 6/25/20 | NA | NA | | | | | | | | | |
| 51 | ✓ | Flooring | 20 days | Fri 5/29/20 | Thu 6/25/20 | NA | NA | | | | | | | | | |
| 52 | ✓ | Cabinets and Tops | 16 days | Fri 6/12/20 | Fri 7/3/20 | NA | NA | | | | | | | | | |
| 53 | ✓ | Appliances | 16 days | Mon 7/6/20 | Mon 7/27/20 | NA | NA | | | | | | | | | |
| 54 | ✓ | Trash Compactor | 10 days | Mon 7/6/20 | Fri 7/17/20 | NA | NA | | | | | | | | | |
| 55 | ✓ | Final MEP | 28 days | Wed 7/1/20 | Fri 8/7/20 | NA | NA | | | | | | | | | |
| 56 | ✓ | Carpentry Final | 18 days | Wed 7/1/20 | Fri 7/24/20 | NA | NA | | | | | | | | | |
| 57 | ✓ | Acoustical Ceilings - Set Tile | 8 days | Mon 7/27/20 | Wed 8/5/20 | NA | NA | | | | | | | | | |
| 58 | ✓ | Paint Final | 20 days | Mon 7/27/20 | Fri 8/21/20 | NA | NA | | | | | | | | | |
| 59 | ✓ | Clean & Punch Out | 16 days | Mon 8/3/20 | Mon 8/24/20 | NA | NA | | | | | | | | | |
| 60 | ✓ | Energy Star Inspection | 5 days | Mon 8/24/20 | Fri 8/28/20 | NA | NA | | | | | | | | | |
| 61 | ✓ | Final Inspections | 5 days | Tue 8/25/20 | Mon 8/31/20 | NA | NA | | | | | | | | | |
| 62 | ✓ | Building 2 | 275 days | Mon 9/9/19 | Fri 9/25/20 | Mon 9/9/19 | NA | | | | | | | | | |
| 63 | ✓ | Footings/Foundation | 8 days | Mon 9/9/19 | Wed 9/18/19 | Mon 9/9/19 | Wed 9/18/19 | | | | | | | | | |
| 64 | ✓ | Backfill Inspection | 1 day | Tue 9/24/19 | Tue 9/24/19 | Tue 9/24/19 | Tue 9/24/19 | | | | | | | | | |
| 65 | ✓ | Backfill | 1 day | Wed 9/25/19 | Wed 9/25/19 | Wed 9/25/19 | Wed 9/25/19 | | | | | | | | | |
| 66 | ✓ | Underslab Utilities | 10 days | Mon 11/18/19 | Fri 11/29/19 | Mon 11/18/19 | NA | | | | | | | | | |
| 67 | ✓ | MEP Underslab Inspections | 4 days | Mon 12/2/19 | Thu 12/5/19 | NA | NA | | | | | | | | | |
| 68 | ✓ | Stairs/Elevator Towers 1st Floor | 20 days | Tue 10/1/19 | Mon 10/28/19 | Tue 10/1/19 | Mon 10/28/19 | | | | | | | | | |
| 69 | ✓ | Grade & Prep For Slab | 5 days | Fri 12/6/19 | Thu 12/12/19 | NA | NA | | | | | | | | | |
| 70 | ✓ | Termite Treatment | 1 day | Fri 12/13/19 | Fri 12/13/19 | NA | NA | | | | | | | | | |
| 71 | ✓ | Slab Inspection | 2 days | Mon 12/16/19 | Tue 12/17/19 | NA | NA | | | | | | | | | |
| 72 | ✓ | Pour Slab | 3 days | Wed 12/18/19 | Fri 12/20/19 | NA | NA | | | | | | | | | |

Project: Centerton Village - Orig

Date: Fri 11/29/19

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Page 2

Gary F. Gardner, Inc.
Exhibit E - Project Schedule

| ID | Task | Task Name | Duration | Start | Finish | Actual Start | Actual Finish | 2019 | 2020 | 2021 |
|-----|-------|---|----------|--------------|--------------|--------------|---------------|------|------|------|
| | | | | | | | | Q3 | Q4 | Q1 |
| 73 | Task | Structural Steel | 5 days | Mon 12/23/19 | Fri 12/27/19 | NA | NA | | | |
| 74 | Split | Stairs/Elevator Towers 2nd, 3rd, 4th Floors | 0 days | Tue 10/1/19 | Mon 10/28/19 | Tue 10/1/19 | Mon 10/28/19 | | | |
| 75 | Split | Framing | 30 days | Mon 12/23/19 | Fri 1/31/20 | NA | NA | | | |
| 76 | Split | Trash Chute | 10 days | Mon 2/3/20 | Fri 2/14/20 | NA | NA | | | |
| 77 | Split | Roof Shingles | 10 days | Mon 2/3/20 | Fri 2/14/20 | NA | NA | | | |
| 78 | Split | Tyvek Wrap | 5 days | Mon 2/17/20 | Fri 2/21/20 | NA | NA | | | |
| 79 | Split | Windows & Exterior Doors | 5 days | Mon 2/17/20 | Fri 2/21/20 | NA | NA | | | |
| 80 | Split | Brick | 20 days | Mon 2/24/20 | Fri 3/20/20 | NA | NA | | | |
| 81 | Split | Vinyl Siding / Caulk | 20 days | Mon 3/23/20 | Fri 4/17/20 | NA | NA | | | |
| 82 | Split | Decorative Metal Rails | 10 days | Mon 4/20/20 | Fri 5/1/20 | NA | NA | | | |
| 83 | Split | Protective Covers | 10 days | Mon 5/4/20 | Fri 5/15/20 | NA | NA | | | |
| 84 | Split | MEP Rough | 30 days | Mon 2/10/20 | Fri 3/20/20 | NA | NA | | | |
| 85 | Split | MEP / Frame Inspections | 5 days | Mon 3/23/20 | Fri 3/27/20 | NA | NA | | | |
| 86 | Split | Insulation | 8 days | Mon 3/30/20 | Wed 4/8/20 | NA | NA | | | |
| 87 | Split | Insulation Inspection | 5 days | Thu 4/9/20 | Wed 4/15/20 | NA | NA | | | |
| 88 | Split | Hang & Finish Sheetrock | 25 days | Thu 4/16/20 | Wed 5/20/20 | NA | NA | | | |
| 89 | Split | Gypcrete | 3 days | Thu 5/21/20 | Mon 5/25/20 | NA | NA | | | |
| 90 | Split | Elevator Installation | 40 days | Tue 5/26/20 | Mon 7/20/20 | NA | NA | | | |
| 91 | Split | Set Trim & Doors | 16 days | Tue 5/26/20 | Tue 6/16/20 | NA | NA | | | |
| 92 | Split | Prep & Prime Paint Coat | 16 days | Wed 6/3/20 | Wed 6/24/20 | NA | NA | | | |
| 93 | Split | Acoustical Ceilings - Set Grid | 12 days | Thu 6/25/20 | Fri 7/10/20 | NA | NA | | | |
| 94 | Split | Resilient Flooring & Ceramic | 20 days | Thu 6/25/20 | Wed 7/22/20 | NA | NA | | | |
| 95 | Split | Cabinets and Tops | 16 days | Tue 7/14/20 | Tue 8/4/20 | NA | NA | | | |
| 96 | Split | Appliances | 16 days | Wed 8/5/20 | Wed 8/26/20 | NA | NA | | | |
| 97 | Split | Trash Compactor | 10 days | Wed 8/5/20 | Tue 8/18/20 | NA | NA | | | |
| 98 | Split | Final MEP | 28 days | Tue 7/28/20 | Thu 9/3/20 | NA | NA | | | |
| 99 | Split | Carpentry Final | 18 days | Tue 7/28/20 | Thu 8/20/20 | NA | NA | | | |
| 100 | Split | Acoustical Ceilings - Set Tile | 8 days | Fri 8/21/20 | Tue 9/1/20 | NA | NA | | | |
| 101 | Split | Paint Final | 20 days | Fri 8/21/20 | Thu 9/17/20 | NA | NA | | | |
| 102 | Split | Clean & Punch Out | 16 days | Fri 8/28/20 | Fri 9/18/20 | NA | NA | | | |
| 103 | Split | Energy Star Inspection | 5 days | Tue 9/15/20 | Mon 9/21/20 | NA | NA | | | |
| 104 | Split | Final Inspections | 5 days | Mon 9/21/20 | Fri 9/25/20 | NA | NA | | | |

| Task | Task | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress |
|-----------------------------------|-----------|-----------------|---------------|--------------------|------------------|-------------|---------------|-----------------------|------------|-------------|----------------|--------------------|----------|----------|-----------------|
| Project: Centerton Village - Orig | Split | | | | | | | | | | | | | | |
| Date: Fri 11/29/19 | Milestone | | | | | | | | | | | | | | |
| | Summary | | | | | | | | | | | | | | |

CONDITION 15 & 16

TOWNSHIP OF MOUNT LAUREL

ORDINANCE #2017-11

AN ORDINANCE OF THE TOWNSHIP OF MOUNT LAUREL, COUNTY OF BURLINGTON, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 154 ("ZONING") OF THE MOUNT LAUREL TOWNSHIP CODE.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT LAUREL, COUNTY OF BURLINGTON AND STATE OF NEW JERSEY, AS FOLLOWS:

The Zoning Map is hereby amended to add the MH-MF, or Marne Highway Multifamily District, to the Zoning Ordinance (Chapter 154).

Add the following to Section 154-10 "Enumeration of Districts":

MH-MF Marne Highway Multifamily District

There is hereby added Article XXIV MH-MF Marne Highway Multifamily District.

A. Purpose and Intent.

1. Pursuant to the settlement agreement between the parties of Mount Laurel litigations captioned Chase Partners Mt. Laurel, LLC v. Township of Mount Laurel, et als, BUR-L-2962-14 ("Chase Partners Litigation"), and In the Matter of the Application of the Township of Mount Laurel, County of Burlington, Docket BUR-L-1620-15 ("DJ Action"), this ordinance creates the MH-MF Zoning District, designed to create a total of 500 residential units which will include an overall twenty percent (20%) set-aside of affordable rental units, that will be governed by controls on affordability and comply with all other Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") requirements as of the date of the adoption of this ordinance.
2. This ordinance shall apply specifically to the future residential inclusionary development to be located on Block 215, Lot 15 as set forth on the Township of Mount Laurel Tax Map (the "Property").
3. The provisions of this Ordinance shall govern all future development of the Property. This Ordinance expressly preempts and supersedes all prior ordinances regarding the zoning and land development standards applicable to the Property. All Ordinances or parts thereof that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of their inconsistency.

B. Permitted uses and total number of units. Multifamily residential buildings may not exceed 360 units. Single family homes and townhomes, inclusive of affordable dwellings which may be included in stacked flats designed to generally reflect the design of townhomes may not exceed, in combination with the multifamily residential units a total of up to 500 units within the overall development.

C. Accessory uses. Accessory uses may include:

1. Detached and attached private garages, parking spaces and parking areas and/or lots.
2. Private passive or active recreational facilities, including, but not limited to: a clubhouse and swimming pool, playgrounds, dog park.
3. Stormwater management facilities.
4. Signage subject to Section 154-92.8.
5. Fences and hedges subject to Article XIX of this Chapter (Sections 154-140 through 154-146).

6. Private trash/recycling enclosures.
7. Parking, streets and driveways subject to the New Jersey Residential Site Improvements Standards ("RSIS").
8. All necessary utilities.
9. Other accessory uses and structures normally considered incidental to multifamily buildings.

D. Affordable Housing Requirements.

1. Twenty percent (20 %) of the total residential dwelling units shall be provided as affordable housing unit, whether provided as rental or "for sale" units.
2. At least 15% of each section or neighborhood of the development (i.e. apartment or townhome area) shall be provided as affordable housing units. Within the rental apartment development, the affordable housing units shall be generally dispersed within mixed income buildings. Within the townhome and/or single family portion of the development, affordable units may be provided in buildings consisting entirely of affordable units. Such buildings shall be designed to reflect the building massing and shape of townhome structures, while allowing two dwellings in each vertical plane (one over the other). Such buildings shall be located on the site to provide appropriate access to open space areas for resident families.
3. The affordable housing units shall be developed and managed in accordance with the applicable UHAC regulations and N.J.A.C. 5:93-1 et seq. provisions, adopted as of the date of the adoption of this ordinance, which requirements include but are not limited to: split between low and moderate income housing, bedroom distribution, range of affordability, pricing and rent of units, affirmative marketing, affordability controls, and construction phasing with the market-rate units developed on the tract.
4. Consistent with UHAC, the developer (or its agent) may act as the administrative agent to be responsible for the administering of the affordable housing program and reporting to the Municipal Housing Liaison.

E. Signs. Signs for residential development shall conform to Section 154-92.5.

F. Bulk standards:

1. Overall tract impervious coverage for the MH-MF District shall not exceed 50 percent. The total gross acreage of all contiguous lots under the ownership or control of the property owners of the Property within the MH-MF zone shall be used for purposes of calculating overall tract coverage.
2. Perimeter Setbacks & Buffers:
 - a. Residential units with a height less than forty feet (40') shall provide a setback of no less than fifty (50') feet from any external tract boundary line or from any other right-of-way line of a dedicated municipal roadway. Units with a height exceeding forty feet (40') shall be setback a minimum of seventy-five (75') feet.
 - b. Accessory uses: Twenty (20) feet from any tract boundary line or from any other right-of-way line of a dedicated municipal roadway, excluding permitted accessory uses at roadway intersections.
 - c. All set-backs shall be measured from the external tract boundary line or right-of-way line, and not as set forth in Section 154-68D(3) and (5) requiring setbacks to be measured from required buffer areas.

3. Landscaped Buffer Requirements:
 - a. A landscaped buffer, inclusive of berming, of 50 feet shall be provided along Marne Highway.
 - b. Between garden apartment parking areas and townhome buildings: Thirty (30) feet.
 - c. Between all impervious surfaces on the Property and the perimeter boundary line of the Property: Fifty (50) feet.
 - d. Utilities and stormwater management basins and structures shall be permitted within the buffer.
 - e. Existing vegetation and environmentally restricted areas can be utilized as part of the landscaping and supplemented as appropriate. The buffer shall be landscaped as detailed in Section 154-68(C).
 - f. There shall be a thirty (30) foot buffer between the top of the bank around any constructed stormwater basin, pond, lake or watercourse and the nearest wall of any residential structure.
3. Open space: Forty percent (40%) of the gross tract area. All open space shall be set aside as permanent open space to be owned and/or maintained by the property owners or the management entity of the multifamily residential buildings. Open space shall specifically include all landscaped areas, storm water management structures and environmentally restricted areas on the Property.
4. Standards for Single Family Lots:
 - a. Minimum Lot Size: 9,375 square feet, with a minimum lot size for corner lots of 11,000 square feet. The minimum lot area may not include wetlands or wetland buffers.
 - b. Minimum Lot Width at Building Setback Line: 75 feet.
 - c. Minimum Lot Frontage: 50 feet.
 - d. Front Yard: 30 feet.
 - e. Side Yard: A minimum of 10 feet per yard, with an aggregate side yard requirement of 24 feet.
 - f. Side yard adjacent to a street: 25 feet.
 - g. Rear Yard: 35 feet.
 - h. Height: 35 feet, 2.5 stories.
5. Standards for Townhomes (lot requirements apply only where lots are provided):
 - a. Minimum Lot Size: 2,000 square feet. The minimum lot area may not include wetlands or wetland buffers.
 - b. Minimum Lot Frontage: 20 feet.
 - c. Front Yard: 15 feet.
 - d. Minimum Distance from Back of Sidewalk to Face of Garage: 20 feet
 - e. Side Setback: A minimum distance of 25 feet from the side of one building to any other building.
 - f. Rear Setback: A minimum distance of 50 feet from the rear of one building to any other building.
 - g. Decks: Raised decks may be provided but may not encroach to within 2.5 feet of any yard line, nor may two decks be closer than 5 feet from one another.
 - h. Height: 45 feet, 3 stories.
 - i. No more than 8 units may be provided in a single building, or no more than 16 units in an affordable housing building with stacked flats.
6. Standards for Multifamily Residential Buildings:
 - a. Minimum Distance Between Multifamily Residential Buildings: 25 feet.
 - b. Minimum Distance Between Multifamily Residential Buildings and Accessory Buildings: 15 feet.

- c. Minimum Distance Between Accessory Buildings: 15 feet.
 - d. Minimum Distance Between Multifamily Residential Buildings and Streets: 25 feet.
 - e. Minimum Distance Between Multifamily Residential Buildings and parking areas and spaces: 10 feet.
 - f. Height: 50 feet, 3 stories.
 - g. No more than 36 units may be provided in a single building.
 - h. Building Design. The design of the multifamily buildings shall be residential and not institutional and conform to the following:
 - i. Floor plans shall be provided for each of the buildings. Architectural design shall be consistent with architect's project elevation provided.
 - ii. The buildings shall include breaks in the facades with the use of different colors or materials to break up the building lengths.
 - iii. Rooflines shall be pitched.
 - iv. All HVAC and mechanical equipment shall be inconspicuously placed or adequately screened from view.
7. Streets and Parking.
- a. Residential parking requirements. The number and dimensions of all onsite parking stalls shall be governed by the RSIS. Private garage parking stalls and driveway stalls shall each count as 1.0 spaces.
 - b. Clubhouse parking requirements. Parking for the clubhouse, if any, shall be based upon one (1) off-street onsite space per three hundred (300) square feet of building area.
 - c. Street Width. The width of all onsite residential streets shall be governed by the RSIS.
 - d. Curbs and sidewalks: Curbs and sidewalks shall be governed by the RSIS. Sidewalks shall be provided to reasonably connect the residential units to parking and recreation areas.
8. Recreation areas. Recreational areas may be divided between neighborhoods of the overall community and shall be provided as follows:
- a. A clubhouse or community building with a minimum size of 2,500 square feet for the apartment residents.
 - b. Swimming pool for the apartment residents.
 - c. Additional recreational activities may be provided, including, but not limited to, bocce courts, pedestrian paths, bicycle paths, sitting areas or playground areas.
 - d. All recreational activities shall be subordinated to the residential character of the development, and no advertising shall be permitted.
 - e. Architectural elevations and floor plans shall be provided for the clubhouse or community building.
 - f. The completion of the clubhouse or community building shall be completed in the first phase of the development of the multifamily buildings.
9. Landscaping. A landscape plan shall be submitted to the municipal agency that contains the following standards:
- a. The plan shall include suitable street trees along all streets to be constructed onsite spaced not less than forty (40) feet apart. The plan shall specify the location of planting material, their minimum sizes, quantity, variety and species.
 - b. Trees shall meet planting requirements as specified in sections of this chapter related to planting of trees.

- c. No parking lot shall contain more than thirty (30) spaces in a row without interruptions by a landscaped divider at least eight (8) feet wide.
 - d. A landscaped island between head-to-head parking stalls is not required.
 - e. Foundation plantings shall be limited to the side of the single family residential buildings facing the main drive aisle. Foundation plantings shall be on all sides of multifamily and townhouse buildings.
 - f. Yard areas and open spaces between multifamily residential buildings shall contain the equivalent of at least four (4) shrubs and at least two (2) shade or ornamental trees of two to two and one half (2-2 1/2) inch caliper or greater for each 1,500 square feet of yard area, not including areas devoted to parking.
10. Trash/Recycling Enclosures. The trash/recycling enclosure area(s) shall be suitably located, and screened and arranged for access and ease of collection and shall not be part of, restrict or occupy any parking aisle.
11. Unnecessary Cost-Generating Features.
- a. The Planning Board shall conduct its review of any multifamily residential development application in the MH-MF Zoning District in accordance with the fast-tracking requirements of Council on Affordable Housing ("COAH") rules. In order to expedite the review of a multifamily residential development application, the Planning Board shall cooperate with the applicant in scheduling pre-application conferences. The Planning Board shall schedule regular and special monthly meetings as needed and provide ample time at these meetings to consider the merits of the multifamily residential development application.
 - b. The applicant for a residential development in the MH-MF Zoning District shall be entitled to invoke any rights conferred by COAH rules, including the right to request relief from cost-generating application requirements and development standards that are not essential to protect the public health and safety, and the Planning Board shall cooperate with the applicant for the multifamily residential development in granting reasonable variances and waivers necessary to construct the inclusionary multifamily residential development.
 - c. Cooperation. The Township and Planning Board shall cooperate with the applicant by expeditiously endorsing applications to other governmental agencies that require review and approval of that agency.

Introduction Date: June 26, 2017

| | MOTION | AYE | NAY | ABSTAINED | ABSENT | TRANSMITTED |
|-----------|--------|-----|-----|-----------|--------|-------------|
| Bobo | ✓ | ✓ | | | | |
| Edelson | | | | | ✓ | |
| Folcher | | ✓ | | | | |
| Riley | | ✓ | | | | |
| Van Noord | ✓ | ✓ | | | | |

Publication Date: June 29, 2017

Public Hearing Date: July 17, 2017

| | MOTION | AYE | NAY | ABSTAINED | ABSENT | TRANSMITTED |
|-----------|--------|-----|-----|-----------|--------|-------------|
| Bobo | | | | | | |
| Edelson | | | | | | |
| Folcher | | | | | | |
| Riley | | | | | | |
| Van Noord | | | | | | |

TOWNSHIP OF MOUNT LAUREL

BY: _____
Dennis E. Riley, Mayor

ATTEST:

Meredith Tomczyk, Township Clerk



MOUNT LAUREL TOWNSHIP

Planning Division
100 Mount Laurel Road
Mount Laurel, NJ 08054
856-234-0001

January 16, 2019

William F. Hyland, Jr.
Hyland Levin LLP
6000 Sagemore Drive
Suite 6301
Marlton, NJ 08053

Re: Marne Developers SD#707 & SP#8048A
3253 & 3257 Marne Highway
Block: 215 Lots: 15, 15.01 & 15.02
Preliminary Major Subdivision & Preliminary Major Site Plan
Resolution #R-2018-13

Dear Mr. Hyland:

Please be advised that the Mount Laurel Township Planning Board at their meeting held on November 8, 2018, approved the above referenced application. The Board memorialized the resolution on January 10, 2019, with the adoption of Resolution #R-2018-13; two (2) original copies are enclosed for your information and use. This action was sent to the Burlington County Times for publication on Wednesday, January 16, 2019, as required by Municipal Land Use Law. I have enclosed a copy of the affidavit of publication for your information and

Your client must now process the Preliminary Major Preliminary Subdivision & Preliminary Major Preliminary Site Plan in accordance with the conditions of the approval; and submit five (5) sets of pre-compliance plans along with an escrow check in the amount of \$1,000. Once the Board Professionals have reviewed the pre-compliance plans and find that they satisfy the conditions, then submit Twelve (12) sets of compliance plans along with an escrow check in the amount of \$1,000 to this office and I will forward the plans to Mr. Joseph Petrongolo, PB Planner for his review and signature. The plans will then be forwarded to Mr. Michael Angelastro, PB Traffic Engineer, Mr. Brian McVey, Fire Marshall, and then to Mr. William Long, PB Engineer for his review and signature for inclusion with the certified compliance sets of plans.

The Final Major Subdivision & Final Major Site Plan shall not be filed until all conditions of the preliminary approvals are met and preliminary subdivision & site plan compliance plans have been signed and approved by the Board Professionals.

Please be sure to have your client keep the escrow account for this project in good standing. Should you have any questions, please do not hesitate to contact me at 856-234-0001 x1318 or mlplanning@mountlaurel.com. Thank you.

Sincerely,

Trish Hochreiter,
Planning Board Secretary

C & enclosures:

Dennis DeKlerk, Tax Assessor
Joseph Petrongolo, PB Planner
Michael Angelastro, PB Traffic Eng.
Bryant Curry, Const. Official
William Giegerich, CDD Director

William Long, PB Engineer
Brian McVey, Fire Marshall
John Armano, PB Solicitor
Joseph Cortese, PB Chairman

**MOUNT LAUREL TOWNSHIP PLANNING BOARD
RESOLUTION NO. R-2018-13**

**MARNE DEVELOPERS, LLC
Block 215, Lots 15, 15.01 & 15.02
PRELIMINARY MAJOR SUBDIVISION
& PRELIMINARY MAJOR SITE PLAN APPROVAL
SD #707 | SP #8048A**

WHEREAS, Marne Developers, LLC (hereinafter the "Applicant") filed an application and sought Preliminary Major Subdivision and Preliminary Major Site Plan approval for the property located at 3253 and 3257 Marne Highway, in the Township of Mount Laurel, County of Burlington, and State of New Jersey, which property is further known and designated as Block 215, Lots 15, 15.01 and 15.02 on the Tax Map of the Township of Mount Laurel; and

WHEREAS, the Applicant seeks approval to construct a 178 lot multi-family residential development containing 330 multi-family apartments, 170 townhomes, clubhouse and open space; and

WHEREAS, the subject application requested the following relief:

A. Preliminary Major Subdivision approval; and

B. Preliminary Site Plan approval; and

WHEREAS, the subject property is located in the MH-MF Marne Highway Multifamily District; and

WHEREAS, the Applicant appeared before the Planning Board of the Township of Mount Laurel on November 8, 2018, due notice of said meeting having been given in accordance with New Jersey Statutes, the Open Public Meetings Act, the Municipal Land Use Law and a quorum of the Planning Board being present, the application was heard; and

WHEREAS, the Applicant's witnesses were sworn in and the Planning Board having heard the testimony of the Applicant's witnesses and having examined the exhibits submitted by the Applicant, and having considered all of the evidence presented in favor of or in opposition to the application, the Planning Board has made the following findings of fact:

1. The Planning Board has received and reviewed the following documents:

- Application of Marne Developers, LLC for Major Subdivision/Preliminary and Major Site Plan/Preliminary dated March 23, 2018.
- Planning Review -- Preliminary Major Subdivision and Preliminary Site Plan prepared by Remington & Vernick Engineers, Joseph M. Petrongolo, L.L.A., R.L.A., P.P. dated May 23, 2018.
- Planning Review -- Preliminary Major Subdivision and Preliminary Site Plan prepared by Remington & Vernick Engineers, Joseph M. Petrongolo, L.L.A., R.L.A., P.P. dated August 30, 2018.
- Preliminary Major Subdivision Plan Review prepared by Richard A. Alaimo Associates, William R. Long, P.E. dated May 24, 2018.
- Preliminary Major Site Plan Review, prepared by Richard A. Alaimo Associates, William R. Long, P.E. dated May 24, 2018.
- Preliminary Major Site Plan Review #2 prepared by Richard A. Alaimo Associates, William R. Long, P.E. dated August 27, 2018.
- Traffic Review -- Preliminary Major Subdivision and Preliminary Major Site Plan prepared by Remington & Vernick Engineers, Michael Angelastro, Ph.D, P.E., PTOE dated September 4, 2018.
- Traffic Review -- Preliminary Major Subdivision and Preliminary Major Site Plan, prepared by Remington & Vernick Engineers, Michael Angelastro, Ph.D, P.E. PTOE dated November 6, 2018.
- Mount Laurel Fire Department, Fire Marshal Review prepared by Brian McVey dated May 22, 2018.
- Mount Laurel Fire Department, Fire Marshal Review prepared by Brian McVey dated August 30, 2018.

- Response Letter to professionals' review letters prepared by Maser Consulting, P.A., Michelle S. Young, P.E., P.P., C.M.E. dated July 24, 2018.
- Response Letter to August 27, 2018 Preliminary Major Site Plan Review #2 (Richard A. Alaimo Associates) by Maser Consulting, P.A., Michelle S. Young, P.E., P.P., C.M.E. dated September 13, 2018.
- Response Letter to August 30, 2018 Planning Review (Remington & Vernick/Joseph M. Petrongolo) prepared by Maser Consulting, P.A., Michelle S. Young, P.E., P.P., C.M.E. dated September 13, 2018.
- Response Letter to August 30, 2018 Mount Laurel Fire Department Review prepared by Maser Consulting, P.A., Michelle S. Young, P.E., P.P., C.M.E. dated September 13, 2018.
- Response Letter to September 4, 2018 Traffic Review (Remington & Vernick/Michael Angelastro) prepared by Maser Consulting, P.A., Michelle S. Young, P.E., P.P., C.M.E., dated September 13, 2018.)
- Traffic Impact Study prepared by Maser Consulting, P.A., Jeffrey M. Fiore, P.E. & Nicholas D. Aiello, P.E., PTOE, PTP dated March 23, 2018 and revised October 25, 2018.
- Letter on Phase I Environmental Site Assessment prepared by Carlin Simpson & Associates, Meredith R. Anke & Robert B. Simpson, P.E. dated October 23, 2018.
- Communications from Mt. Laurel Township Board of Education and Lenape Regional High School regarding bus stop locations submitted October 23, 2018.
- Traffic Review Preliminary Major Subdivision and Preliminary Major Site Plan prepared by Remington & Vernick Engineers, Michael Angelastro, Ph.D, P.E., PTOE dated November 6, 2018.

2. The Planning Board also received as Evidence during the Hearing the following documents:

- A. An aerial Exhibit entered as A-1.
- B. An overall aerial Exhibit entered as A-2.
- C. A depiction of Hartford-Marne Highway improvements showing before development and as proposed entered as A-3.
- D. Access Exhibits entered as A-4.
- E. Roundabout landscaping and development signage entered as A-5.

3. The premises in question are located at 3253 and 3257 Marne Highway, in the Township of Mount Laurel, County of Burlington, and State of New Jersey, which property is further known and designated as Block 215, Lots 15, 15.01 and 15.02 on the Tax Map of the Township of Mount Laurel; and

4. The Applicant was represented by William F. Hyland, Jr., Esquire of Hyland Levin LLP who presented witnesses in support of the application.

5. The witnesses presented were Robert Geiger, Principal, Marne Developers and Land Use Coordinator for Robertson Douglas Group, Mr. Nicholas Hollenbeck, Director of Sales and Marketing, Sterling Properties, Mr. James Biegen, P.E., Professional Engineer for Maser Consulting, Ms. Michelle Young, P.E., Professional Engineer for Maser Consulting, Nicholas Aiello, P.E., Professional Engineer Traffic for Maser Consulting, Creigh Rahenkamp, P.P., Creigh Rahenkamp & Associates, Thomas J. Brennan, R.A., and Thomas J. Brennan Architects.

6. Mr. Hyland described the project and indicated twenty percent (20%) of the total units within the project would be set aside as low/moderate units and be deed restricted. Those Applicants would be qualified by the Township Housing Officer who administers the Affordable Housing Program. Mr. Hyland indicated that the roads within the development were proposed to be maintained by the Township; however, that has since changed and the roads will remain private

and maintained by the Homeowners Association. Mr. Hyland also described how the project will consist of a new pumping station with a lot designated for the new infrastructure with both the lot and building being dedicated to the Mt. Laurel Municipal Utilities Authority.

7. Mr. Robert Geiger of the Robertson Douglas Group testified as the authorized representative of the Applicant. Mr. Geiger explained the company's success in developing single family homes, townhomes, and apartments and how they will partner with Sterling Properties. He stated that Sterling Properties specialty is rental and managing properties and will be managing the apartments and affordable flats.

8. Ms. Michele Young of Maser Consulting gave her credentials and was accepted as an expert. She presented the Board with the specifics of the proposed site. The 65 acre site consists of three (3) lots with one (1) lot being deeded to the existing auto shop. This project will be set up in phases. She described the Phases as; Phase 1 – Multi-Family Apartments, Phase 2 – Affordable Townhome Flats, Market-rate Townhomes and a sales trailer; Phase 3 – Market-rate Townhomes; and Phase 4 – Market Townhomes. She stated that all roads in the community will be private and maintained by the Association. Ms. Young indicated that a new pumping station is part of the application and will be for this community and surrounding area as the regional pump station. Lighting was briefly discussed as well as the amenities that are being offered. Ms. Young discussed Phase 1 of the project where the apartments will be built. The amenities will consist of a clubhouse, pool, community gardens and a dog park. The other phases will have amenities that include a tot lot for ages two (2) to five (5) years, along with several open space areas. Ms. Young stated that the landscaping will consist of shade trees, evergreens, ornamental grasses and specialty plants in the retention basin.

9. Ms. Young testified that the Applicant is still waiting for approvals from other outside agencies, such as Burlington County Planning Board, Burlington County Soil Conservation, DEP and the Mount Laurel MUA and that forms S1 & W1 have been submitted.

10. Mr. Geiger explained that there is a total of 276 apartments contained within eight (8) buildings and 46 of the 1, 2 and 3 bedroom affordable apartments will be interspersed to comply with UHAC rules. Phase 2 will be affordable flats that will be rentals, which will consist of three (3) buildings having 54 affordable 1, 2 & 3 bedrooms which will be similar in outward appearance to the other units. The amenities being offered are for the Phase I occupants only and do not include the townhome occupants. The Board expressed concern that teens need a place to go and with no amenities being offered for the townhomes and affordable flats, they would have to use Township facilities located on Marne Highway without sidewalks on this road which is a safety concern. Further, the applicant indicated that the Township will provide a reimbursement for snow removal and street lighting and will set up trash removal for this community as they do with other communities with private streets.

11. Several exhibits were presented to show some of the roadway improvements that are actually improvements foreseen by the County as well as the Township's Masterplan. The existing county right-of-way includes roadway improvements with a south bound right turn only lane. The intersection at Marne and Hartford has the progression signals underground that are not hooked up. The improvements will be coordinated and timing will be done to make sure all traffic signals are in sync together.

12. The Planning Board Planner, Joseph Petrongolo presented his review to the Planning Board in accordance with his reports dated May 23, 2018 and August 30, 2018. Mr. Petrongolo acknowledged a response letter was received dated September 13, 2018. Mr. Petrongolo noted the Applicant has worked very closely with the professionals and most of his comments have been addressed with a few exceptions that they are working with the Applicant on. Mr. Petrongolo also stated that the signage will be not be addressed until the Applicant seeks final approval.

13. Planning Board Engineer, William Long reviewed his report dated August 27, 2018, and acknowledged receiving September 13, 2018 & October 23, 2018 responses. Mr. Long indicated that most of the comments have to do with submissions for final approvals and that all other comments the Applicant has agreed to comply with.

14. Traffic Engineer, Michael Angelastro reviewed his report dated November 6, 2018 and testified he has worked very closely with the Applicant and they have agreed to comply with comments on this report, as well as most of the traffic comments. Mr. Angelastro stated that certain of the issues will be addressed with the County as the comments involve County roads. Mr. Angelastro also stated that an Ordinance will be established with a "no parking" regulation on one side of the road and the Applicant has agreed to comply.

15. Fire Marshal Brian McVey reviewed his report dated August 30, 2018. He testified that the Applicant has complied with many of the comments already, and that they have agreed to comply with the remaining comments from his report.

16. Mr. Creigh Rahenkamp provided his credentials and he was accepted as an expert. Mr. Rahenkamp testified that the relief sought should be classified as C(2) variances and concluded that the identified variances created no detriment to the future residents of the site and did not implicate any off-tract effects and that they were necessary to provide a desirable site plan to meet the objectives of the zone and the Housing Element.

A. Mr. Rahenkamp provided the testimony on the set aside amount for the affordable units. Ordinance 2017-11 requires 20% of the total residential dwelling units to be set aside for affordable housing and 15% of each section of housing is to be affordable. The intent was to distribute them by neighborhood, so each side was 15%. He described the left of the entrance drive are apartments. He indicated there are 276 units, 15% of the 276 units would be 41.4. Mr. Rahenkamp testified that they are providing 46 affordable

units. He further testified that on the right side of the entrance drive which is the townhomes, there are 224 units and 15% would 27.6 and 54 units are being provided so that is making up where they are short giving them the 20% requirement. They are meeting the intent of the ordinance by providing the required 20% of the total residential units as affordable but a variance would be required from the 15% affordable requirement of each section as this is a Board decision.

B. Mr. Rahenkamp further testified that the final architecture for the income restricted neighborhood that provided the affordable housing for the townhome portion of the development included 18 units per building rather than the 16 units provided for in 2017-11. Despite the increase in the number of units, the overall building bulk – length, height and depth – continued to comply with all requirements. The change in the architectural approach was taken to allow for internal hallways rather than individual exterior doors for each dwelling, which presented a more attractive façade in keeping with the overall design of the neighborhood and the direction of the ordinance to mimic a townhome aesthetic as much as possible.

C. With regard to the need for a subdivided lot to accommodate the ownership of a pump station by the Township MUA, Mr. Rahenkamp testified that due to public ownership of the lot, and the fact that the lot can be accessed for emergency services from adjoining roadways that do not provide direct frontage, there is no detriment in allowing this lot to be created without street frontage as would ordinarily be required under Section 138-28.C.

17. The Planning Board opened the hearing to the public and members of the public who appeared were sworn in by the Board Solicitor to offer public comment.

18. A resident of 3259 Marne Highway testified that she had an interest in being able to connect to water and sewer, and expressed concerns about the improvements that have gone unanswered from the County in the 2009 and 2011 letters she sent. She also asked about fountains and aerators being in the ponds.

19. Mr. Tim Wilkinson of 117 Hartford Road questioned whether solar panels were being installed at the location of the project.

20. Ms. Doris Hemminger of 115 Hartford Road expressed concerns about children cutting through her yard, as well as traffic concerns when leaving her driveway. She also had concerns about trash being thrown. She testified that she had been waiting for years for this intersection to be improved.

21. As a result of the foregoing, the Planning Board finds that the within application for Preliminary Major Subdivision approval and Preliminary Major Site Plan approval should be granted. The Planning Board finds that the Applicant has satisfied the necessary criteria for granting the Preliminary Major Subdivision approval and the Preliminary Major Site Plan approval and that such approvals can and should be granted at this time.

22. It was the finding of the Planning Board that the Applicant, through the testimony of its professionals, had met both the positive and negative criteria necessary to support the requested variances and waivers and the variances and waivers can be granted without substantial detriment to the public good and without impairment to the zone plan and the zoning ordinance of the Township of Mount Laurel given the proposed use and existing conditions.

23. The Planning Board further finds that all property owners within 200 ft. of the premises in question were given proper notice of the hearing of this application and were provided with an opportunity to present testimony in support of or in opposition thereto.

NOW THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Mount Laurel on this 8th day of November, 2018, that the Preliminary Major Subdivision and

Preliminary Major Site Plan Approval with variances application of the Township of Mount Laurel be and is hereby approved, which approval is expressly conditioned upon compliance with the following terms and conditions:

GENERAL CONDITIONS –

1. This approval is subject to the accuracy and completeness of the submissions, statements, exhibits and other testimony filed with, or offered to, the Board in connection with this application, all of which are incorporated herein by reference and specifically relied upon by the Board in granting this approval.
2. In the event that any documents require execution in connection with the within approval, such documents will not be released until all of the conditions of this approval have been satisfied unless otherwise expressly noted.
3. No taxes or assessments for local improvements shall be due or delinquent on the subject property.
4. The Applicant, if necessary, shall pay to the municipality any and all sums outstanding for escrow fees incurred by the municipality for services rendered by the municipality's professionals for review of the application for development, review and preparation of documents, inspections of improvements and other purposes authorized by the Municipal Land Use Law. The Applicant, if necessary, shall provide such further escrow deposits with the municipality as are necessary to fund anticipated continuing municipal expenses for such professional services, if any, in connection with the Application for Development as may be authorized by the Municipal Land Use Law.
5. The Applicant, if necessary, shall furnish such Performance Guarantees and/or Maintenance Guarantees as may be required pursuant to the Municipal Land Use Law and the Ordinances of the Township of Mount Laurel for the purpose of assuring the

installation and maintenance of site improvements which are to be dedicated to the Township.

6. Any and all notes, drawings or other information contained on any approved plans shall be conditions of this approval.
7. Nothing herein shall excuse compliance by the Applicant with any and all other requirements of this municipality or any other governmental entity. In the event that this Application involves a subdivision or site plan, the protection afforded such subdivision or site plan under the applicable sections of the Municipal Land Use Law shall expire unless extended as provided for in N.J.S.A.40:49 or 40:SSD-52.a, as applicable.
8. All general and special conditions set forth in this Resolution shall be placed as notes on the approved plans as a Resolution compliance requirement.
9. This Resolution does not constitute a permit for the construction of the approved improvements. The Applicant shall be responsible for obtaining any and all other permits and approvals required prior to the commencement of any development activities including, but not limited to, Construction and Zoning Permits from Mount Laurel Township, N.J.D.O.T., N.J.D.E.P., Burlington County Planning Board, Regional and/or Municipal Utility Authority Approval, in addition to any and all building and construction permits required by the Township of Mount Laurel. All work performed shall be in accordance with, and shall not deviate from, the approved plans and all applicable Federal, State, County and Local laws, rules and regulations.
10. As an essential and non-severable condition of this approval, the Applicant shall comply with all Mount Laurel obligations, and shall comply with the Municipality's approved Housing Element and Fair Share Plan including, but not limited to, any associated implementing ordinances.

SPECIAL CONDITIONS –

1. The following relief is granted in connection with this application:

- Preliminary Major Subdivision approval; and
- Preliminary Major Site Plan approval;
- Variance from Ordinance 2017-11 allowing for zero (0) frontage on pump station lot.
- Variance from Ordinance 2017-11 allowing the maximum number of units to be 18 per building where a maximum of 16 units is allowed in the Ordinance and stacked to a maximum of three vertical units three (3) units/flats for the reasons stated by the Applicant's Planning Expert, which testimony the Board found credible.
- Variance from Ordinance 2017-11 providing that fifteen per cent (15%) of each section of housing shall provide an affordable housing set-aside of affordable units.

2. The Applicant shall comply with the recommendations set forth in the:

- Planning Review Planning Review – Preliminary Major Subdivision, and Preliminary Site Plan prepared by Remington & Vernick Engineers, Joseph M. Petrongolo, L.L.A., R.L.A., P.P. dated May 23, 2018, except as noted on the record and in this Resolution.
- Planning Review – Preliminary Major Subdivision, and Preliminary Site Plan prepared by Remington & Vernick Engineers, Joseph M. Petrongolo, L.L.A., R.L.A., P.P. dated August 30, 2018, except as noted on the record and in this Resolution.
- Preliminary Major Subdivision Plan Review prepared by Richard A. Alaimo Associates, William R. Long, P.E. dated May 24, 2018, except as noted on the record and in this Resolution.

- Preliminary Major Site Plan Review prepared by Richard A. Alaimo Associates, William R. Long, P.E. dated May 24, 2018, except as noted on the record and in this Resolution.
 - Preliminary Major Site Plan Review #2 prepared by Richard A. Alaimo Associates, William R. Long, P.E. dated August 27, 2018, except as noted on the record and in this Resolution.
 - Traffic Review – Preliminary Major Subdivision and Preliminary Major Site Plan prepared by Remington & Vernick Engineers, Michael Angelastro, Ph.D., P.E., PTOE dated May 25, 2018, except as noted on the record and in this Resolution.
 - Traffic Review – Preliminary Major Subdivision and Preliminary Major Site Plan prepared by Remington & Vernick Engineers, Michael Angelastro, Ph.D., P.E., PTOE dated September 4, 2018, except as noted on the record and in this Resolution.
 - Mount Laurel Fire Department, Fire Marshal Review prepared by Brian McVey dated May 22, 2018, except as noted on the record and in this Resolution.
 - Mount Laurel Fire Department, Fire Marshal Review prepared by Brian McVey, dated August 30, 2018, except as noted on the record and in this Resolution.
 - Traffic Review – Preliminary Major Subdivision and Preliminary Major Site Plan prepared by Remington & Vernick Engineers, Michael Angelastro, Ph.D., P.E., PTOE, dated November 6, 2018, except as noted on the record and in this Resolution.
3. The Applicant shall also comply with the conditions delineated during testimony which were:
- Applicant will revise the plans to include hairpin striping on parking spaces with garages.

- Applicant shall revise plans to reflect that the roads will be owned and maintained by the Homeowners Association.
- Applicant will revise plans to appropriately indicate the location for electric vehicle charging stations.
- Applicants will revise plans to indicate sidewalks with parking will be six (6) feet wide.
- Applicant will address the issues with Planting Design as delineated in Planner, Joseph Petrongolo's August 30, 2018 review letter, Section C, page 10-11, subject to Planner's approval.
- Applicant will address the issues with lighting as delineated in Planner, Joseph Petrongolo's August 30, 2018 review letter, Section D, page 11, subject to Planner's approval.
- Applicant agrees that bulk trash will be arranged by date and removal time.
- Applicants agrees to have locks on grills.
- Applicant agrees that the Construction/Sales Trailer shall be dismantled within twelve (12) months after the Certificate of Occupancy for trailer issuance.
- Applicant will provide sidewalk access to the recreational area on the east side of the property, if permitted by Burlington County or, in lieu thereof, shall provide additional recreation amenities within the project.
- Applicant shall agree to request adoption of an Ordinance by Township Council prohibiting parking on one side of the street.
- Applicant will agree to request enforcement of New Jersey Statute Title 39 on the roads/streets of the project.
- Applicant will interconnect traffic light at Hartford Road to Marne Highway pursuant to the County request.

- Applicant will address existing pond and dam structure issues as per County request.

BE IT FURTHER RESOLVED that nothing herein shall excuse compliance by the Applicant with any and all other requirements of this Municipality or any other governmental entity.


BE IT FURTHER RESOLVED that a written copy of this Resolution, certified by the Secretary of the Planning Board to be a true copy, be forwarded to the Applicant.

BE IT FURTHER RESOLVED that a proper notice of this decision be published once in the official newspaper of the municipality or in a newspaper in general circulation within the Township.


Chairperson, Planning Board
Township of Mount Laurel

CERTIFICATION

I certify that the above is a true and exact copy of the Resolution passed by the Planning Board of the Township of Mount Laurel at its meeting held on January 10, 2019.


Secretary, Planning Board
Township of Mount Laurel

Public Hearing Date: November 8, 2018 – Application Approved

| | Planning Board Member | AYE | NAY | ABSTAIN | ABSENT |
|-------------|-----------------------|-----|-----|---------|--------|
| | Chairman Cassidy | | | | x |
| | Vice-Chair Cortese | x | | | |
| | Mayor Van Noord | | | | x |
| Motion By | Deputy Mayor Riley | x | | | |
| | Twp Mgr Tomczyk | | | | x |
| Seconded By | Mr. Pizzo | x | | | |
| | Mr. Naik Alt #1 | x | | | |
| | Ms. Ingravallo | x | | | |
| | Ms. Conte | x | | | |
| | Mr. Allen | | | | x |



MOUNT LAUREL TOWNSHIP
Planning Division
100 Mount Laurel Road
Mount Laurel, NJ 08054
PHONE 856-234-0001 x 1318

September 17, 2019

William F. Hyland, Jr.
Hyland Levin, LLP
6000 Sagemore Drive
Suite 6301
Marlton, NJ 08053

Re: Marne Developers
3253 & 3257 Marne Highway
Block: 215 Lots: 15, 15.01 & 15.02
Final Major Subdivision & Final Major Site Plan
Resolution #R-2019-15

Dear Mr. Hyland:

Please be advised that the Mount Laurel Township Planning Board at their meeting held on August 8, 2019, approved the above referenced application. The Board memorialized the resolution on September 12, 2019, with the adoption of Resolution #R-2019-15; two (2) original copies are enclosed for your information and use. This action was sent to the Burlington County Times for publication on Tuesday, September 17, 2019, as required by Municipal Land Use Law. I have enclosed a copy of the affidavit of publication for your information and/or use.

You must now process your Final Major Subdivision & Final Major Site Plan in accordance with the conditions of your approval; and submit five (5) sets of pre-compliance plans along with an escrow check in the amount of \$1,000. Once the Board Professionals have reviewed the pre-compliance plans and find that they satisfy the conditions, then submit Twelve (12) sets of compliance plans along with an escrow check in the amount of \$1,000 to this office and I will forward the plans to Mr. Joseph Petrongolo, PB Planner for his review and signature. The plans will then be forwarded to Mr. Michael Angelastro, then to Mr. Brian McVey, Fire Marshall, and then to Mr. William Long, PB Engineer for his review and signature for inclusion with the certified compliance sets of plans.

Once the plans have been approved and certified as compliance plans, the applicant would file by plat to be recorded at the County. The Township requires eleven (11) paper copies and one (1) Mylar copy of the recorded plat, which does not include two (2) paper copies and two (2) Mylar copies required by the County.

Please be sure to have your client keep the escrow account for this project in good standing. Should you have any questions, please do not hesitate to contact me at 856-234-0001 x1318. Thank you.

Sincerely,


Trish Hochreiter

Planning Board Secretary

C & enclosures (2): Dennis DeKlerk, Tax Assessor
Joseph Petrongolo, PB Planner
Michael Angelastro, PB Traffic Eng.
Bryant Curry, Const. Official

William Long, PB Engineer
Brian McVey, Fire Marshall
John Armano, PB Solicitor
Joseph Cortese, PB Chairman

NOTICE

PLANNING BOARD
MOUNT LAUREL TOWNSHIP

NOTICE IS HEREBY GIVEN that the Planning Board of the Township of Mount Laurel in the County of Burlington and the State of New Jersey, took the following action at their meeting held on September 12, 2019:

Mame Developers, LLC, was granted Final Major Subdivision & Final Major Site Plan approval with the adoption of a Resolution R-2019-15 subject to the conditions stated in the resolution. This approval is for the property located at 3253 & 3257 Mame Highway and is located in the MH-MF zone and shown on the Tax Map of the Township of Mount Laurel as Block 215, Lot 15.15.01 & 15.02. This file is identified in the Planning Board's records as SD707A & SP8048A.

These files are available at the office of the Planning Board for additional information during normal business hours, 8 am to 4 pm, Monday through Friday at the Municipal Center, 100 Mount Laurel Road, Mount Laurel, New Jersey, 08054.

Joseph Cortese, Chairman
Trish Hochreiter, Secretary
Planning Board
Mount Laurel Township

Adv. Fee: \$27.60
BCT: September 17, 2019
Aff. Chg.: \$20.00 7309338

STATE OF NEW JERSEY)
) ss
COUNTY OF BURLINGTON)

Trish Hochreiter

of full age, being duly sworn
according to law, on her oath says,
that she is

Secretary

of the PLANNING BOARD IN THE
TOWNSHIP OF MOUNT LAUREL
and that notice of which the annexed is a
true copy, was published in the Central Record,
a newspaper printed and published weekly in
the Township of Mount Laurel, County of
Burlington, State of New Jersey, once a week
for one week, on the 17th day of

September, A.D., 2019

Trish Hochreiter

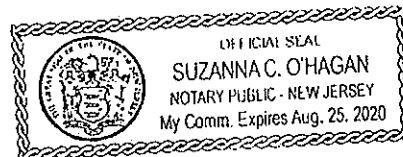
Trish Hochreiter, Secretary
Planning Board

Sworn and Subscribed before me,

This 17th day of September
2019

Suzanna O'Hagan

Notary Public



**MOUNT LAUREL TOWNSHIP PLANNING BOARD
RESOLUTION NO. R-2019-15**

**MARNE DEVELOPERS, LLC
Block 215, Lots 15, 15.01 & 15.02
FINAL MAJOR SUBDIVISION
& FINAL MAJOR SITE PLAN APPROVAL
SD #707 | SP #8048A**

WHEREAS, Marne Developers, LLC (hereinafter the "Applicant") filed an application and sought Final Major Subdivision and Final Major Site Plan approval for the property located at 3253 and 3257 Marne Highway, in the Township of Mount Laurel, County of Burlington, and State of New Jersey, which property is further known and designated as Block 215, Lots 15, 15.01 and 15.02 on the Tax Map of the Township of Mount Laurel; and

WHEREAS, the Applicant seeks approval to construct a 178 lot multi-family residential development containing 330 multi-family apartments, 170 three-bedroom townhomes, clubhouse and open space; and

WHEREAS, the subject application requested the following relief:

- A. Final Major Subdivision Approval;
- B. Final Site Plan Approval; and
- C. Bulk Variances for number, setback and location of certain identification signs.

WHEREAS, the subject property is located in the MH-MF Marne Highway Multifamily District; and

WHEREAS, the Applicant appeared before the Planning Board of the Township of Mount Laurel on August 8, 2019, due notice of said meeting having been given in accordance with New Jersey Statutes, the Open Public Meetings Act, the Municipal Land Use Law and a quorum of the Planning Board being present, the application was heard; and

WHEREAS, the Applicant's witnesses were sworn in and the Planning Board having heard the testimony of the Applicant's witnesses and having examined the exhibits submitted by

the Applicant, and having considered all of the evidence presented in favor of or in opposition to the application, the Planning Board has made the following findings of fact:

1. The Planning Board has received and reviewed the following documents:

- Application of Marne Developers, LLC for Final Major Subdivision and Final Major Site Plan with Bulk Variances dated June 18, 2019.
- Planning Review – Final Major Subdivision and Final Site Plan prepared by Remington & Vernick Engineers, Joseph M. Petrongolo, L.L.A., R.L.A., P.P. dated July 17, 2019.
- Final Major Subdivision Site Plan, Final Major Subdivision with Bulk Variance Review prepared by Richard A. Alaimo Associates, William R. Long, P.E. dated July 22, 2018.
- Traffic Review – Final Major Subdivision and Final Major Site Plan prepared by Remington & Vernick Engineers, Michael Angelastro, Ph.D, P.E., PTOE dated July 22, 2019.
- Mount Laurel Fire Department, Fire Marshal Review prepared by Brian McVey dated July 17, 2019.

2. The Planning Board also received as Evidence during the Hearing the following documents:

- a. Final Major Subdivision and Site Plan for the Gables, Mount Laurel, RDG/Sterling Properties, Block 215, Lots 15, 15.01 and 15.02, Tax Map Sheet #2, 3253 Marne Highway, Mt. Laurel Township, Burlington County, New Jersey, 48 sheets, dated March 23, 2018, last revised June 14, 2019, prepared by Maser Consulting P.A.

- b. Landscape Plan, 11 sheets dated March 23, 2018, last revised June 14, 2019, prepared by J Kest and Company.
- c. Final Subdivision Plats, 4 Phases, multiple sheets, dated June 18, 2019, prepared by Maser Consulting, P.A.

3. The premises in question are located at 3253 and 3257 Marne Highway, in the Township of Mount Laurel, County of Burlington, and State of New Jersey, which property is further known and designated as Block 215, Lots 15, 15.01 and 15.02 on the Tax Map of the Township of Mount Laurel; and

4. The Applicant was represented by William F. Hyland, Jr., Esquire of Hyland Levin Shapiro LLP who presented witnesses in support of the application.

5. The witnesses presented were: Robert Geiger, Principal, Marne Developers and Land Use Coordinator for Robertson Douglas Group, Mr. Nicholas Hollenbeck, Director of Sales and Marketing, Sterling Properties, Ms. Michelle Young, P.E., Professional Engineer for Maser Consulting, Nicholas Graviano, PP, Professional Planner, Graviano & Gillis Architects and Planners, LLC.

6. Mr. Hyland described the project and indicated that it would be a multi-family residential development containing three hundred and thirty (330) 1, 2, and 3-bedroom multi-family apartments, one hundred and seventy (170) three-bedroom townhomes and clubhouse. The project will have an overall twenty percent (20%) set-aside for Affordable Housing.

7. Mr. Hyland indicated that at Preliminary approval, two items were deferred to Final Approval. One of the items was for project signage, which conformed with Township requirements for area and height. The Township code allowed for two identification signs and the Applicant was requesting a variance to erect four. The Applicant was also requesting a variance

for the location of the signs requesting that they be erected eight feet from the right of way with the Township Code requiring ten feet.

8. The other deferred item was the addition of recreation areas and where they should be located on the property.

9. The Applicant also reported on the status of the request of emergency access back to the Turnpike. The Applicant had agreed at the Preliminary approval to pursue the access through the Turnpike Authority, although obtaining consent of the Turnpike Authority to the proposed emergency access was not a condition of Applicant's site plan approval.

10. Mr. Hyland also updated the status of Burlington County approval as they had submitted revised plans conforming with County requirements. He also spoke of the improvements to the Marne Highway and Hartford Road intersection with creation of an additional lane.

11. Mr. Hyland introduced Mr. Robert Geiger of the Robertson Douglas Group. Mr. Geiger testified as the authorized representative of the Applicant. Mr. Hyland first introduced several Exhibits;

- a. A-1 labelled "The Gables", which he described as the overall Site plan;
- b. A-2 labelled "Recreation Area and Alternative Recreation Area", and
- c. A-3 which was a handout depicting the signs.

12. Mr. Geiger explained the development was a mixed-use development and explained his reasoning for the sign request. He explained the proposed locations of the signs for the various sections. He explained that they had reduced the request from the original five signs felt it was important for the remaining signs so that people could find their way into each section of the community. He stated that the signs were for directional use. He felt that the signs would be helpful for people entering the community to find the various sections. He confirmed Mr.

Hyland's representations that the signs conformed to the Township Code requirements with regard to height and sign area.

13. Mr. Geiger then described the enhancement of the recreational facilities from Preliminary approval. The plans previously contained only a "Tot Lot" and the proposal was expanded to include a basketball court and a free play open lot. Mr. Geiger then described the wetlands fence as split rails with mesh that would border the open lot and be maintained by the Homeowner's Association.

14. Ms. Michelle Young of Maser Consulting responded to the Board's questions regarding the "Tot Lot" and referenced Sheet 41 of the Plans which contained the details.

15. Mr. Geiger then discussed the status of the connection with the Turnpike Authority for emergency access. He indicated that the Turnpike Authority was open to the concept. The Applicant then indicated that because of Turnpike Authority review they could not commit to the emergency access yet. Mr. Hyland spoke of the Turnpike Authority's reluctance to grant easements for access but the fact that they were gaining a new sewer connection would weigh favorably for the Applicant. Mr. Hyland stated that the Applicant would continue to pursue the easement and would continue to keep the Township advised of the status.

16. Mr. Geiger then advised the Board of the status of County approvals. He indicated that they had received Burlington County Planning Board approval and made further submissions to comply with their requests. He discussed the road improvements and the County request that they coordinate the sequencing of the traffic signals in the area. In addition, Mr. Geiger indicated that the applicant has requested permission from the County to allow construction and occupancy of up to 96 dwelling units (72 apartments in two buildings, plus 24 townhome units) prior to completion of the Marne Highway/Hartford Road intersection improvements.

17. Ms. Michelle Young of Maser Consulting gave her credentials and was accepted as an expert. She presented to the Board signage requests. Ms. Young discussed the location and setback request of the signs with the specifics while referencing the plans. Ms. Young also stated that none of the signs would be in the sight triangle. In response to questioning from Mr. Hyland, Ms. Young confirmed that there would be no sight visibility conflicts with any of the signs that were not conforming with the setback requirements or create any unsafe conditions. Mr. Petrongolo clarified that the sight triangles would be shown on the plans.

18. Ms. Young then testified regarding the de minimis exception from the Residential Site Improvement standards for the sidewalk being on one side of the road down the main spine of the road. She reasoned that because there were no units on one side of the road, people would not be required to cross the street in the affected area. She testified that it would have to be reported to the Department of Community Affairs. Ms. Young indicated that the areas without sidewalk would not present safety concerns for the residents walking to the recreational facilities. Ms. Young indicated that the areas without sidewalks were along basins, wetlands corridors and the Turnpike service station.

19. Ms. Young addressed the comments from Mr. Long in his report regarding storm water management and she indicated no issues with the comments and that the Applicant would comply. Mr. Hyland then stated that the Applicant was also in agreement with the comments in all the Board Professional's Review Letters.

20. The Planning Board Planner, Joseph Petrongolo presented his review to the Planning Board in accordance with his report dated July 17, 2019. Mr. Petrongolo indicated that the Applicant had met with him and agreed with the comments in his letter. Mr. Petrongolo discussed that issues with the signage and the variance for the number of signs proposed. He further noted that only one of the four signs was in the street right of way and the remaining three

were internal. The Board questioned the necessity for four signs and if it fit the character of other Township approved projects. The Board stated that their goal was for the affordable units to be part of the community and not to have signage separating them out. Mr. Petrongolo discussed the Applicant's burden to justify the additional number of signs.

21. The Board questioned whether the proposed signage gave an institutionalized look that was not in keeping with other similar project approvals. Mr. Geiger responded to the Board that the request for the number of signs was for marketing purposes. After further discussion regarding the signs, the Applicant proposed to reduce the request to two permanent signs, one at the entrance of the development and one at the entrance to the apartment section, with a temporary sign located at the entrance of the townhomes on the right of the circle. The Applicant would be eliminating certain directional signs so that directional signs would only be in the apartments.

22. Mr. Geiger clarified by referencing Sheet 36. He requested that for the apartments the building number signs and ground mounted directional signs would remain. He further stated he wished to have a permanent sign at the entrance of the apartments identifying, and a temporary sign at the townhouses to be dismantled at the time of bond release.

23. After further discussion, Mr. Petrongolo clarified the proposed signs. He indicated that the sign at the intersection of Harvest Way and Monte Farm Road will be a temporary identification sign that has an area of 28 square feet and is attached on the fence. He also clarified that there will be two permanent identification signs. One of the permanent signs would be located at the intersection of Schindler Drive and Monte Farm Road which is the entrance to the apartments. The sign would have an area of 28 square feet and would be mounted on the fence. The other permanent sign would be located at the intersection of Marne Highway and Monte Farm Road where it would be located in the center island with an area of 28 square feet and a height of 6 foot.

24. Mr. Petrongolo further clarified that there will be directional signs for the apartment areas only, and for the affordable units as well if determined necessary by the Board Professionals. The Board and Applicant agreed that the Temporary sign would be removed when the last certificate of occupancy is issued by the Township. The Applicant also agreed that when the signage was removed from the temporary sign, the entire wood panel would be replaced so as not to leave any imprint of the previous signage.

25. Mr. Petrongolo then clarified that the Applicant was proposing multiple management companies and a Homeowners Association for the development. The Board questioned if there was a clear delineation of responsibility for the streets and lots. A discussion between the Board and Applicant established that the main road through the development was to be owned and maintained by the Homeowners Association which is made up of the townhouse owners. It was further clarified that the Board required the Applicant to show in their document submissions that all areas with the development have clearly delineated responsibilities for ownership and maintenance. This would be shown within the Homeowners Association documents and the cross easements. The Applicant indicated that they had submitted the Homeowners Association documents to the Department of Community Affairs for approval and comment that they were awaiting those responses.

26. Mr. Petrongolo requested the Applicant in response to Comment 16 on Page 8 of his Review Letter, confirm all documents associated with Affordable Housing be provided to the Township Housing Official in advance of the documents being finalized. The Applicant indicated they had reached out to the Housing Official and would agree to the condition.

27. Mr. Petrongolo indicated that the Applicant had agreed to comply with the rest of the comments in his Review Letter. The Board questioned the lack of sidewalks in certain areas

and Mr. Petrongolo responded that the Applicant had provided sufficient sidewalks to comply with the RSIS standards.

28. Planning Board Engineer, William Long reviewed his report dated July 22, 2019, and indicated that the Preliminary Plans were approved, and the Final Submissions were consistent with the Preliminary Plans. Mr. Long testified that part of the approval was the condition that all roads, streets and parking areas were to be privately owned. Mr. Long indicated that all of the comments in his report were agreed to by the Applicant.

29. Mr. Long presented Traffic Engineer, Michael Angelastro's report dated July 22, 2019. He indicated that the requested Traffic study had been submitted and that he was satisfied with the Site Plan that was submitted. He indicated that it addressed the concerns raised at Preliminary Approval. Mr. Angelastro's report requested some discussion about how many Certificates of Occupancy the Applicant was requesting before the traffic improvements on Marne Highway were to be completed. Mr. Geiger indicated they were requesting two 36-unit buildings plus twenty-four townhouses (a total of 96 units) be constructed before the intersection improvements were completed. He indicated that they had provided a traffic impact analysis supporting this request to Burlington County. The Applicant stated that the request wouldn't change the levels of service at the intersection. Mr. Long indicated that the Applicant agreed to the other comments in Mr. Angelastro's report.

30. Fire Marshal Brian McVey reviewed his report dated July 17, 2019. He testified that the Applicant had worked with him on the project and that they have agreed to comply with all the comments in his report.

31. The Planning Board opened the hearing to the public and members of the public who appeared were sworn in by the Board Solicitor to offer public comment.

32. Members of the public appeared and offered questions regarding the project and the potential impact on surrounding property including drainage concerns and traffic concerns.

33. As a result of the foregoing, the Planning Board finds that the within application for Final Major Subdivision approval and Final Major Site Plan approval should be granted. The Planning Board finds that the Applicant has satisfied the necessary criteria for granting the Final Major Subdivision approval and the Final Major Site Plan approval and that such approvals can and should be granted at this time.

34. It was the finding of the Planning Board that the Applicant, through the testimony of its professionals, had met both the positive and negative criteria necessary to support the requested variances and waivers and the variances and waivers can be granted without substantial detriment to the public good and without impairment to the zone plan and the zoning ordinance of the Township of Mount Laurel given the proposed use and existing conditions.

35. The Planning Board further finds that all property owners within 200 ft. of the premises in question were given proper notice of the hearing of this application and were provided with an opportunity to present testimony in support of or in opposition thereto.

NOW THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Mount Laurel on this 12th day of September 2019, that Final Major Subdivision and Final Major Site Plan Approval along with variances for signage relief as aforesaid be and are hereby approved, which approvals are expressly conditioned upon compliance with the following terms and conditions:

GENERAL CONDITIONS –

1. This approval is subject to the accuracy and completeness of the submissions, statements, exhibits and other testimony filed with, or offered to, the Board in

connection with this application, all of which are incorporated herein by reference and specifically relied upon by the Board in granting this approval.

2. In the event that any documents require execution in connection with the within approval, such documents will not be released until all of the conditions of this approval have been satisfied unless otherwise expressly noted.
3. No taxes or assessments for local improvements shall be due or delinquent on the subject property.
4. The Applicant, if necessary, shall pay to the municipality any and all sums outstanding for escrow fees incurred by the municipality for services rendered by the municipality's professionals for review of the application for development, review and preparation of documents, inspections of improvements and other purposes authorized by the Municipal Land Use Law. The Applicant, if necessary, shall provide such further escrow deposits with the municipality as are necessary to fund anticipated continuing municipal expenses for such professional services, if any, in connection with the Application for Development as may be authorized by the Municipal Land Use Law.
5. The Applicant, if necessary, shall furnish such Performance Guarantees and/or Maintenance Guarantees as may be required pursuant to the Municipal Land Use Law and the Ordinances of the Township of Mount Laurel for the purpose of assuring the installation and maintenance of site improvements which are to be dedicated to the Township.
6. Any and all notes, drawings or other information contained on any approved plans shall be conditions of this approval.
7. Nothing herein shall excuse compliance by the Applicant with any and all other requirements of this municipality or any other governmental entity. In the event that,

this Application involves a subdivision or site plan, the protection afforded such subdivision or site plan under the applicable sections of the Municipal Land Use Law shall expire unless extended as provided for in N.J.S.A.40:49 or 40: SSD-52. a, as applicable.

8. All general and special conditions set forth in this Resolution shall be placed as notes on the approved plans as a Resolution compliance requirement.
9. This Resolution does not constitute a permit for the construction of the approved improvements. The Applicant shall be responsible for obtaining any and all other permits and approvals required prior to the commencement of any development activities including, but not limited to, Construction and Zoning Permits from Mount Laurel Township, N.J.D.O.T., N.J.D.E.P., Burlington County Planning Board, Regional and/or Municipal Utility Authority Approval, in addition to any and all building and construction permits required by the Township of Mount Laurel. All work performed shall be in accordance with, and shall not deviate from, the approved plans and all applicable Federal, State, County and Local laws, rules and regulations.
10. As an essential and non-severable condition of this approval, the Applicant shall comply with all Mount Laurel obligations, and shall comply with the Municipality's approved Housing Element and Fair Share Plan including, but not limited to, any associated implementing ordinances.

SPECIAL CONDITIONS --

1. The following relief is granted in connection with this application:
 - Final Major Subdivision Approval.

- Final Major Site Plan Approval for a total of three hundred and thirty (330) 1, 2, and 3-bedroom multi-family apartments with a clubhouse, plus one hundred and seventy (170) three-bedroom townhomes. The project will have an overall twenty percent (20%) set-aside for Affordable Housing and will include augmented recreation improvements and amenities as described by the Applicant at the hearing.
 - Variance from Section 154-92.2. A Setbacks and sight clearance for freestanding signs allowing for signs to be constructed eight feet from the Right of Way.
 - Variance from section 154-92.5. A Number of Residential Signs allowing two permanent and one temporary residential development sign.
 - The Applicant shall comply with the recommendations set forth in the:
 - Planning Review – Final Major Subdivision, and Final Site Plan prepared by Remington & Vernick Engineers, Joseph M. Petrongolo, L.L.A., R.L.A., P.P. dated July 17, 2019, except as noted on the record and in this Resolution.
 - Final Major Site Plan, Final Major Subdivision with Bulk Variance Review prepared by Richard A. Alaimo Associates, William R. Long, P.E. dated July 22, 2019, except as noted on the record and in this Resolution.
 - Traffic Review – Final Major Subdivision and Final Major Site Plan prepared by Remington & Vernick Engineers, Michael Angelastro, Ph.D., P.E., PTOE dated July 22, 2019, except as noted on the record and in this Resolution.
 - Mount Laurel Fire Department, Fire Marshal Review prepared by Brian McVey dated July 17, 2019, except as noted on the record and in this Resolution.
2. The Applicant shall also comply with the conditions delineated during testimony which were:

- All Conditions of Prior Approval are still in effect.
- All Homeowners Association documents will be submitted and approved by Board Professionals
- All Management Company information and Homeowner Association documents will be submitted to Township Housing Official for approval before the documents are finalized.
- All roads, streets and parking areas will be privately owned and maintained.
- Final As-Builts will be submitted to the Township.
- Applicant will work with Board Professionals regarding County Improvements at the Intersection of Hartford Road and Marne Highway. Subject to final approval by the County Planning Board, the Applicant will be permitted to construct and occupy up to 72 apartment units in two 36-unit buildings and 24 townhomes for a total of 96 dwelling units prior to completion of the Marne Highway/Hartford Road intersection improvements.
- Applicant will continue to pursue consent by the NJ Turnpike Authority to creation of an emergency access, as previously described; provided, however, that approval of such access by the Authority is not a condition of Applicant's site plan approval.

3. The Applicant was granted *De minimis* exceptions to the Residential Site

Improvement Standards (RSIS) which are approved as follows:

- a. Along that portion of Monte Farm Road (Station 0+33 to 6+67 inclusive), classified as "Minor Collector Medium Intensity" as per Table 4.3, and along that portion of Monte Farm Road (Station 6+67 to 23+00 inclusive), classified as "Residential Access Medium Intensity" as per Table 4.3, an exception for one (1) sidewalk. The Board finds that there is no development proposed on the

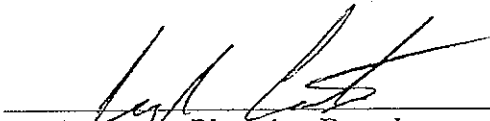
opposite side of the road requiring sidewalk and contiguous sidewalk accessibility is otherwise assured throughout the project.

- b. Along that portion of Monte Farm Road (Station 0+33 to 6+67 inclusive), classified as "Minor Collector Medium Intensity" as per Table 4.3, and along that portion of Monte Farm Road (Station 6+67 to 23+00 inclusive), classified as "Residential Access Medium Intensity" as per Table 4.3, an exception for no parking either side. The Board finds that no parking facilities for any units are accessed directly from Monte Farm Road. On-street parking for resident or guest use is unnecessary.

BE IT FURTHER RESOLVED that nothing herein shall excuse compliance by the Applicant with any and all other requirements of this Municipality or any other governmental entity.

BE IT FURTHER RESOLVED that a written copy of this Resolution, certified by the Secretary of the Planning Board to be a true copy, be forwarded to the Applicant.

BE IT FURTHER RESOLVED that a proper notice of this decision be published once in the official newspaper of the municipality or in a newspaper in general circulation within the Township.


Chairperson, Planning Board
Township of Mount Laurel

CERTIFICATION

I certify that the above is a true and exact copy of the Resolution passed by the Planning Board of the Township of Mount Laurel at its meeting held on September 12, 2019.


Secretary, Planning Board
Township of Mount Laurel

Public Hearing Date: August 8, 2019 – Application Approved

| | Planning Board Member | AYE | NAY | ABSTAIN | ABSENT |
|--------------|---------------------------|-----|-----|---------|--------|
| | Chairman Cortese | x | | | |
| | Vice-Chair Conte | x | | | |
| | Mayor Folcher | x | | | |
| | Councilman Pritchett | x | | | |
| | Twp. Mgr. Tomczyk | | | | x |
| | Mr. Pfeiffer Alternate #1 | x | | | |
| Seconded By: | Mr. Pizzo | x | | | |
| | Mr. Naik | x | | | |
| Motion By: | Mr. Cassidy | x | | | |
| | Mr. Allen | | | | x |

CONDITION 17



MOUNT LAUREL TOWNSHIP
Planning Division
100 Mount Laurel Road
Mount Laurel, NJ 08054
PHONE 856-234-0001 x 1318
FAX: 856-273-0106

July 19, 2016

Damien Del Duca, Esquire
21 E Euclid Ave
Suite 100
Haddonfield, NJ 08033

Re: Fair Share Housing Development, Inc. - SD#400
Connell Tract
Mount Laurel Road
Block: 701 Lot: 3
Major Final Subdivision
Resolution #R-2016-17

Dear Mr. Del Duca:

Please be advised that the Mount Laurel Township Planning Board at their meeting held on June 9, 2016, approved the above referenced application. The Board memorialized the resolution on July 14, 2016, with the adoption of Resolution #R-2016-17; two originals are enclosed for your information and use. This action was sent to the Burlington County Times for publication on Tuesday, July 19, 2016, as required by Municipal Land Use Law. I have enclosed a copy of the affidavit of publication for your information and

You must now process your Major Final Subdivision in accordance with the conditions of your approval; and submit five (5) sets of pre-compliance plans along with an escrow check in the amount of \$1,000. Once the Board Professionals have reviewed the pre-compliance plans and find that they satisfy the conditions, then submit Twelve (12) sets of compliance plans along with an escrow check in the amount of \$1,000 to this office and I will forward the plans to Mr. Joseph Petrongolo, PB Planner for his review and signature, then to Mr. Brian McVey, Fire Marshall for review and signature, then to Mr. Michael Angelastro, PB Traffic Engineer for review and signature, and then to Mr. William Long, PB Engineer for review and signature for inclusion with the certified compliance sets of plans.

Once the plans have been approved and certified as compliance plans, the applicant would file by plat to be recorded at the County. The Township requires eleven (11) paper copies and one (1) Mylar copy of the recorded plat, which does not include the two paper copies and two Mylar copies required by the County.

Should you have any questions, please do not hesitate to contact me at 856-234-0001 x1318. Thank you.

Sincerely,


Gerry Bucci,
Planning Board Secretary

C & enclosures (2): Dennis DeKlerk, Tax Assessor
Joseph Petrongolo, PB Planner
Michael Angelastro, PB Traffic Eng.
George Dittmar, Const. Official
Resolution R-2016-17

William Long, PB Engineer
Brian McVey, Fire Marshal
Chris Norman, PB Solicitor
Larry Chatzidakis, PB Chairman
File SD#400

STATE OF NEW JERSEY)
) ss
COUNTY OF BURLINGTON)

NOTICE

PLANNING BOARD
MOUNT LAUREL TOWNSHIP

NOTICE IS HEREBY GIVEN that the Planning Board of the Township of Mount Laurel in the County of Burlington and the State of New Jersey, took the following action at their meeting held on July 14, 2016;

FAIR SHARE HOUSING DEVELOPMENT INC, Connell Tract, was granted a Major Final Subdivision

approval with the adoption of a Resolution R-2016-17 subject to the conditions stated in the resolution. This approval is for the property located at Mount Laurel Road, and is in an R-3 Zone, and is shown on the Tax Map of the Township of Mount Laurel as Block 701 Lot 3. This file is identified in the Planning Board's records as SD#400.

CHASE PARTNERS MT. LAUREL LLC, was granted a Preliminary Major Subdivision and Preliminary Major Site Plan approval with the adoption of a Resolution R-2016-18 subject to the conditions stated in the resolution. This approval is for the property located at Briggs Road & Union Mill Road, and is in an BR-MF Zone, and is shown on the Tax Map of the Township of Mount Laurel as Block 304 Lots 3 & 3.01. The files are identified in the Planning Board's records as SD#702 and SP#7976.

This file is available at the office of the Planning Board for additional information during normal business hours, 8 am to 4 pm, Monday through Friday at the Municipal Center, 100 Mount Laurel Road, Mount Laurel, New Jersey, 08054.

Larry Chatzidakis, Chairman
Gerry Bucci, Secretary
Planning Board
Mount Laurel Township

Adv. Fee: \$36.34
BCT: July 19, 2016
Aff. Chg.: \$20.00

Gerry Bucci

of full age, being duly sworn
according to law, on her oath says,
that she is

Secretary

of the PLANNING BOARD IN THE
TOWNSHIP OF MOUNT LAUREL
and that notice of which the annexed is a
true copy, was published in the Burlington
County Times, a newspaper printed and
published daily in the Township of
Willingboro, County of Burlington, State
of New Jersey, once a week for one week,
on the 19th day of

July, A.D., 2016

Gerry Bucci

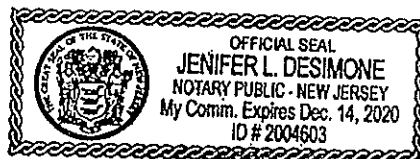
Gerry Bucci, Secretary
Planning Board

Sworn and Subscribed before me,

This 19th day of

July, 2016

Jenifer L. Desimone
Notary Public



**MOUNT LAUREL TOWNSHIP PLANNING BOARD
RESOLUTION
R-2016-17
Fair Share Housing Development, Inc.
Connell Tract
Final Major Subdivision Approval
(24-lot residential subdivision – affordable rental units)
Block 701, Lot 3
SD#400**

WHEREAS, an application was submitted by Fair Share Housing Development, Inc. for Final Major Subdivision Approval to permit an affordable 24-lot single-family residential subdivision with one additional lot for stormwater management purposes on property located at Block 701, Lot 3 as shown on the Tax Map of the Township of Mount Laurel and further identified in the Planning Board records as SD#400; and,

WHEREAS, a public hearing to consider the application was held on June 24, 2016 in accordance with public and personal notice requirements of the Township's Zoning Ordinance and *N.J.S.A. 40:55D-12 et seq.*; and

WHEREAS, the following exhibits were entered into the record: (See Attached Persons Testifying and Exhibit Information);

WHEREAS, after hearing and considering the testimony of Applicant's principal, and its professional engineer and the arguments of Applicant's attorney and after considering the reports and testimony of the Planning Board Professional Planning Staff, the Planning Board finds as follows:

1. Applicant requests Final Major Subdivision Approval to permit for Final Major Subdivision Approval to permit an affordable 24-lot single-family residential subdivision with one additional lot for stormwater management purposes. The proposed residential dwellings would be rental units, including fourteen (14) two-bedroom units and ten (10) three-bedroom

units.

2. The subject property is located on the west side of Mount Laurel Road (County Route No. 603) between Hainesport-Mount Laurel Road (County Route No. 674) and Elbo Lane (County Route 612). It consists of approximately 9.88 acres and is located in the R-3 Residential District, but is subject to the Low and Moderate Income Housing standards of the Township Code. The site is currently vacant and contains a significant amount of freshwater wetlands.

3. Applicant proposes access to the site by constructing two (2) connected cul-de-sacs. The main cul-de-sac (James Drive) would be approximately 600 feet in length, while the second cul-de-sac (Connell Court) would be approximately 235 feet in length and would intersect the main cul-de-sac at a point approximately 200 feet from Mount Laurel Road. Each cul-de-sac would have a 50-foot wide right-of-way and a 34-foot wide cartway. The main cul-de-sac (James Drive) would intersect Mount Laurel Road approximately 745 feet north of the intersection of Mount Laurel Road and Elbo Lane, directly across from the driveway entrance of the Thomas E. Harrington Middle School.

4. The Planning Board Engineer reviewed his May 18, 2016 report and found the final plans are in substantial conformance with the preliminary plans as approved by Resolution R-2015-20, memorialized by September 10, 2015. Applicant reviewed the May 18, 2016 report of the Planning Board Engineer and agreed to the recommendations therein, including: a) submission of a Deed of Dedication and associated legal description for the 10' right-of-way dedication to Burlington County along Mount Laurel Road (County Route No. 603); and b) submission of deed restrictions on proposed Lots 3.13, 3.36 and 3.37 to prevent access to Mount Laurel Road. Both of these documents shall be submitted to the Planning Board Engineer and Attorney for review and approval.

5. The Planning Board Planner reviewed his May 19, 2016 report and found the final plans are in substantial conformance with the approved preliminary plans.

6. The Township Traffic Engineering consultant reviewed his May 26, 2016 report found the final plans are in substantial conformance with the approved preliminary plans.

7. At the suggestion of a Planning Board member, Applicant agreed to rename the Connell Tract subdivision and further agreed to consult with the Township Council on a suitable replacement name.

8. Based upon the forgoing, the Planning Board finds that the Final Plans are in substantial conformance to the approved Preliminary Major Subdivision Plan and the pertinent Land Development Regulations of the Township of Mount Laurel for affordable housing development, subject to the conditions hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Mount Laurel that the within application for Final Major Subdivision Approval, as set forth above, is hereby granted subject to the following conditions:

1. Applicant shall submit revised plans incorporating all of the required revisions and/or notations referenced during the Planning Board hearings on this application and shall contain all of the agreed upon revisions and/or notations contained within aforereferenced Planning Staff and/or Consultant's reports as agreed upon during said hearings.

2. Applicant shall pay all taxes, fees and required escrow deposits which may be due and owing.

3. Applicant shall comply with the recommendations set forth in the May 18, 2016 report of the Planning Board Engineer.

4. Applicant shall submit the following to the Planning Board Engineer and Attorney for

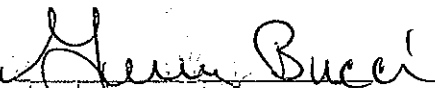
review and approval: (a) a Deed of Dedication and associated legal description for the 10' right-of-way dedication to Burlington County along Mount Laurel Road (County Route No. 603); and b) deed restrictions on proposed Lots 3.13, 3.36 and 3.37 to prevent access to Mount Laurel Road.

5. Applicant shall rename the Connell Tract subdivision and consult the Mount Laurel Township Council on a suitable replacement name.

6. Applicant shall comply with all conditions of the previously granted Preliminary Major Subdivision Approval, except as modified herein.

7. Applicant shall obtain any required outside agency approvals, including but not limited to: a) Mount Laurel Municipal Utilities Authority; b) Burlington County Planning Board; Burlington County Soil Conservation Service; and c) New Jersey Department of Environmental Protection.

Certified to be a true and correct copy of a Resolution adopted by the Planning Board at its meeting of July 14, 2016.


GERRY BUCCI, Secretary


LARRY CHATZIDAKIS, Chairman

Public Hearing Date: June 9, 2016 – Application Approved

| | Planning Board Member | AYE | NAY | ABSTAIN | ABSENT |
|-------------|-----------------------|-----|-----|---------|--------|
| | Chairman Chatzidakis | X | | | |
| | Vice-Chair Pizzo | X | | | |
| Motion By | Mayor Bobo | X | | | |
| Seconded By | Councilman Van Noord | X | | | |
| | Twp Manager Mitchell | X | | | |
| | Ms. Sarcone (Alt#2) | | | | |
| | Ms. Ingravallo | X | | | |
| | Mr. Howard | X | | | |
| | Mr. Cortese | | | | X |
| | Ms. Conte | X | | | |
| | Mr. Cassidy (Alt#1) | X | | | |



MOUNT LAUREL TOWNSHIP

Zoning Division
Board of Adj. Secretary,
100 Mount Laurel Road
Mount Laurel, NJ 08054
Email: jdesimone@mountlaurel.com
PHONE 856-234-0001 x 1226 FAX: 856-273-0106

March 08, 2016

Regular Mail and Email

Robert S. Baranowski, Jr.,
Attorney at law
Hyland Levin, LLP
6000 Sagemore Dr., Suite 6301
Marlton, NJ 08053

RE: Davis Raceway, LLC, ZB#15-D-14
503 Fellowship Road, Block 1202, Lot 2
Use Variance – Construct 145 Apartment Units
MEMORIALIZED RESOLUTION

Dear Mr. Baranowski:

As you know, the Mount Laurel Township Zoning Board of Adjustment at their Regular meeting held February 03, 2016, approved your requested Use Variance subject to conditions. The resolution was memorialized on March 2, 2016, two (2) original copies of which are enclosed for your information and use. This action has been emailed to the Burlington County Times for publication on Tuesday, March 08, 2016, as required by the Municipal Land Use Law. I have enclosed a copy of the affidavit of publication for your information and use.

You must now process your Site Plan by filing a Land Development Site Plan application and Development checklist. The Site Plan submission must be in accordance with the Site Plan Review Ordinance 1980-35. You should also note that the Use variance approval is only valid for one year from the date of approval or by the Permit extension Act date. Please have your client submit an escrow check in the amount of \$3,700.00 to pay deficiency and replenish the escrow account. Escrow account Project Maintenance enclosed.

If you have any questions regarding this action, please feel free to give me a call during normal business hours.

Sincerely,

Jennifer L. DeSimone, Secretary
Zoning Board of Adjustment, Land Use Adm.
Developers Escrow

C & enclosures: David Brod, ZB Chairman
Christopher Norman
Dennis DeKlerk, Tax Assessor
William Long, ZB Engineer
Michael Angelastro, ZB Traffic Engineer
Joseph Petrongolo, ZB Planner
Brian McVey, Fire Marshal

Add Edit Close Delete << >> Detail Letter

Project Id: ZB15D14 Insufficient Funds Notes Exist

Descript: CONSTRUCT 4-STORY APT BUILDING DevId: DAVIS RW Give All Interest to Dev

Status: Active Name: DAVIS RACENAY LLC

Min Bal: .00 Address: 8000 SAGEMORE DRIVE

| Category: | USE VARIANCE | Activity to Date | Year to Date |
|--------------|-------------------|------------------------|--------------|
| Block | 1202 | Deposits: 4,500.00 | 2,000.00 |
| Lot | 2 | Adjustments: .00 | .00 |
| Qual: | | Dev Interest: .00 | .00 |
| Property Loc | 503 FELLOWSHIP RD | Encumber: 4,461.75 | 4,461.75 |
| | | Expended: 2,172.75 | 2,172.75 |
| | | Current Bal: -2,134.50 | -4,634.50 |

Municipal Interest

Activity to Date .00 Year to Date .00



NOTICE
ZONING BOARD
OF ADJUSTMENT
MOUNT LAUREL TOWNSHIP

NOTICE IS HEREBY GIVEN that the Mount Laurel Township Zoning Board of Adjustment in the Township of Mount Laurel in the County of Burlington and State of New Jersey took the following action at their Regular Meeting held March 02, 2016.

GREGORY CAMARATTA has received a Bulk Variance to construct a 285 square foot rear covered porch with a rear yard setback of 26 feet where 35' is required. This property is in an R-3 Residential zone and is located at 12 Arianas Court and is shown on the Tax Map in the Township of Mount Laurel as Block 1102, Lot 20.06. This file is known in the records of the Zoning Board of Adjustment as #16-C-01.

DAVIS RACEWAY, LLC, has received a Use Variance to construct a four-story apartment building with a 145 rental apartment units, including twenty-two (22) for low and moderate income rental apartment units for low and moderate. This property is in an I-1 Industrial zone and is located at 503 Fellowship Road and is shown on the Tax Map in the Township of Mount Laurel as Block 1202, Lot 2. This file is known in the records of the Zoning Board of Adjustment as #15-D-14.

VSNA, LLC, has received an Amended Use Variance and Site Plan Waiver to have a Mobile MRL Trailer. This property is in an I-1 Industrial zone and is located at 2051 Briggs Road and is shown on the Tax Map in the Township of Mount Laurel as Block 510, Lot 4.06. This file is known in the records of the Zoning Board of Adjustment as #14-D-15A.

These files are available in the Department of Community Development, Zoning Board of Adjustment Office, located at 100 Mount Laurel Road, during normal business hours 8:00 A.M. to 4:00 P.M. for additional information, please contact the Board of Adjustment Secretary.

David Brod, Chairman
Jennifer L. DeSimone, Secretary
Zoning Board of Adjustment
Land Use Administrator
100 Mount Laurel Road
Mount Laurel, NJ 08054

Adv. Fee: \$46.00
BCT: March 8, 2016
Aff. Chg.: \$20.00

STATE OF NEW JERSEY)

) SS:

COUNTY OF BURLINGTON)

Jennifer L. DeSimone

of full age, being duly sworn according to law, on her oath says, that she is

Secretary

of the Zoning Board of Adjustment,

TOWNSHIP OF MT. LAUREL

and that a notice of which the annexed is a true copy, was published in the Burlington Co. Times, a newspaper printed and published weekly in the Township of Willingboro, County of Burlington, State of New Jersey, once a week for one week,

on the 8th day of

March, A.D. 2016

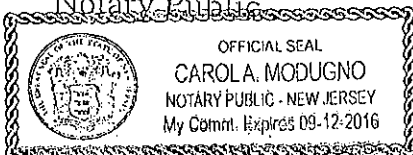
Jennifer L. DeSimone

Sworn and Subscribed to before me,

this 8th day of

March, 2016

Carol A. Modugno
Notary Public



MOUNT LAUREL TOWNSHIP
ZONING BOARD OF ADJUSTMENT
RESOLUTION

Davis Raceway, LLC
Use Variance Approval
145 Residential Apartments/I-Industrial Zone
503 Fellowship Road, Block 1202, Lot 2
ZB#15-D-14

WHEREAS, Applicant Davis Raceway, LLC requests Use Variance Approval to permit construction of 145 residential apartments, subject to a future site plan approval, on property, more particularly described as Block 1202, Lot 2 on the Tax Map of the Township of Mount Laurel; and,

WHEREAS, a public hearing was held on the application on February 3, 2016 on public and personal notice in accordance with the requirements of the Mount Laurel Township Code and N.J.S.A. 40:55D-12; and

WHEREAS, Applicant presented the following exhibits in support of the application at the public hearings:

- A-1 Aerial Photographs of Subject Property;
- A-2 Concept Site Plan, Depicting Modified E-Shape Building Design, prepared by Minno, Wasko Architects and Planners, revised to November 6, 2015;
- A-3 Concept Building Plan, prepared by Minno, Wasko Architects and Planners, revised to November 6, 2015;
- A-4 Concept Section/Elevations, prepared by Minno, Wasko Architects and Planners, revised to November 6, 2015;
- A-5 Aerial Photograph of Subject Property – Zoom Out View

A-6 Building Layout Plan, prepared by Martin Architectural, revised to August 12, 2015;

A-7 Application Form, dated 9/16/15, consisting of five (5) pages;

A-8 Report of Zoning Board Planner, dated December 14, 2015, consisting of seven (7) pages;

A-9 Report of Planning Board Engineer, dated November 11, 2015, consisting of three (3) pages;

A-10 Report of Township Traffic Engineering Consultant, dated December 15, 2015, consisting of three (3) pages; and

A-11 Fire Marshall's Report, dated December 14, 2015, consisting of one (1) page; and

WHEREAS, after hearing and considering the testimony of Applicant's principal, Mitchell Davis, engineer, Robert Stout, P.E., traffic engineer, David Shropshire, P.E., professional planner, John Rahenkamp, P.P., architect, Bruce Englebaugh, AIA, and the arguments of its attorney, Robert S. Baranowski, Jr., Esq. and the reports and testimony of the Zoning Board Planner and Engineer and the Township Traffic Engineering Consultant and Township Fire Marshall, and there being no opposition from anyone during the public comment period, the Zoning Board finds as follows:

1. Applicant requests Use Variance Approval to permit construction of a four-story apartment building with 145 rental apartment units, including twenty-two (22) for low- and moderate income rental apartment units for low- and moderate income persons (i.e. affordable housing set aside of 15%). One-hundred six (106) apartments would be 1,100 square-foot two-bedroom units and thirty-nine (39) apartments would be 950 square-foot one-bedroom units. The apartment units would be leased on a first-come first served basis, but in accordance with Township Ordinance

requirements for the affordable housing units. Applicant proposes a small clubhouse and fitness area for the tenants in the apartment building. Applicant also proposes site improvements, including 245 parking spaces (10' X 18' stalls) and indicated a total of 261 parking spaces could be provided if 9' X 18' stalls are later approved at the time of application for site plan approval. Other site improvements would include the planting of deciduous trees to provide a buffer from the adjoining Doubletree Suites Hotel property and such other plantings as may be required at the time of application of site plan approval. The proposed 4-story apartment building would have a mean building height of 50'6", less than the 60' building height limitation of the I-Industrial Zone, and would satisfy all other applicable bulk zoning requirements. The subject property is located at 503 Fellowship Road.

2. The subject property was previously granted site plan approval for construction of two (2) office buildings, each approximately 69,129 square feet in building area, by Resolution R-2002-14. The adjacent Phase I office building is three-stories with building height of 43' and is constructed and occupied. Part of the Phase II site improvements for the second office building have been constructed. Applicant proposes to abandon the Phase II office building approval for the proposed inclusionary apartment, which residential use is not a permitted use in the I-Industrial Zone. *See*, Section 154-56D of Mount Laurel Township Code. Applicant further represented that it only seeks use variance approval for the subject application and agreed that the use variance approval would be conditioned upon the later granting of site plan approval.

3. Applicant indicated that, of the total 246 parking spaces to be provided, 51 would come from private garages that will face the adjoining Doubletree Suites property. Applicant's Traffic Engineer testified that RSIS standards for parking would require 281 spaces, but that the proposed site/use could accommodate parking needs. In this regard, cross-access easements would be

provided for parking with the adjoining Phase I office building. Such parking use, as a practical matter, would be staggered. Office parking is generally during the week during daylight hours, whereas residential parking is generally after-hours, overnight and on weekends. Applicant's traffic engineer further testified that parking needs for affordable housing apartments tends to be lower, as well. The Township Traffic Engineering Consultant indicated that, while parking issues will have to be addressed at time of application for preliminary site plan approval, preliminary indications (for purposes of this use variance application) are that parking needs for the proposed residential development will be lesser than for previously approved office development under applicable Institute of Transportation Engineers (ITE) standards. According to the Township Traffic Engineering Consultant, ITE standards would require 178 parking stalls which would allow for 70% parking occupancy during normal conditions, whereas the upper threshold for allowable occupancy is 80%.

4. Applicant testified that it is currently developing another nearby residential apartment project on State Highway Route 73 (also in close proximity to the nearby Interstate I-295 interchange) known as Roger's Walk. That residential project commenced at the start of the 2008 Great Recession, but has since been developed for 160 units, of which only five percent (5%) are unoccupied, and an additional 112 apartment units will be constructed under the site plan approvals previously granted. Applicant testified that the residential vacancy rate of 5%, compares favorably to an existing 12% vacant office space rate in Mount Laurel Township, which office rate is trending upwards.

5. Applicant's architect testified that the proposed residential apartment building would have a modified "E Shape" building design. The apartment units would be attractively designed from the exterior and would have modern functional and amenities, including nine-foot (9') high

ceilings. The proposed amenities (clubhouse and fitness room), for tenants only, would purposely be limited in size (i.e. 2,500 square feet) to reduce noise and discourage overuse. The intent is that tenants would utilize other nearby facilities, such as those at the nearby Eastgate Shopping Center location, for their primary recreational activities. Trash and recycling would occur at the northwest quadrant of the property, similar to the previously approved Phase II office building. Deliveries to the site would be restricted to box-truck with no tractor trailer deliveries. Stormwater management would be as provided as previously approved in the pre-2004 design.

6. Applicant indicated the targeted market for this residential rental apartment building is single persons and young couples without children, seeking places to live close to work at nearby office and retail establishments. Applicant indicated that this targeted market is unique and will not demand on-site outdoor recreation amenities, such as tot-lots. The nearby Ramblewood developments for residential single- and multi-family housing would provide an alternative for those seeking rental housing with outdoor amenities, particularly for families with children or those seeking a more traditional PUD community design within Mount Laurel.

7. In support of the requested use variance, Applicant's professional planner testified the proposed rental apartment use is particularly suitable at the proposed location. It will provide needed rental housing stock for employees of nearby existing office and commercial development. It will also provide affordable housing units to help satisfy Mount Laurel Township's affordable housing obligations under the recent New Jersey Supreme Court decision. Applicant's planner testified that a glut of office space already exists in Mount Laurel Township and the surrounding South Jersey region and that such condition has not improved, since the 2008 building recession, in part, due to changing demographics. Many large corporate employers are relocating their office locations to urbanized areas, such as Camden, for tax

incentives and to be closer to areas where younger workers are choosing to reside in the earlier part of their careers. Applicant's planner testified that it is essential to integrate and provide nearby rental housing stock for the existing office and commercial uses (which includes a large number of hotels, retail uses and restaurants) to stem this office migration from outlying suburban areas, such as Mount Laurel.

8. With regard to satisfaction of the "positive criteria for a use variance, Applicant's planner further testified that special reasons for the granting of the use variance exist as follows. First, the proposed development will produce affordable housing units to assist Mount Laurel Township in meeting its constitutional obligations under the *Mount Laurel* Doctrine. Second, the granting of such approval would promote a variety uses to meet specific needs within Mount Laurel Township, as set forth in Paragraphs 6 and 7 above. Third, the subject property is particularly suitable as it will provide rental housing for employees in close proximity to work, which may attract new businesses and stem others from considering relocation. The increase in nearby employee housing stock will facilitate the lease and re-leasing of commercial and retail space in the nearby Eastgate Shopping Plaza. Fourth, it will reduce travel time to/from work for a segment of prospective Mount Laurel employees. Fifth, it will have no adverse impact on existing hotel business stock, as it does not compete with such use. Lastly, it will provide housing opportunities for the employees at the adjacent office building.

9. With regard to the "negative criteria" for the use variance, Applicant's planner testified that site plan issues could be addressed at the time of application for site plan approval, for such issues as residential buffers, recreational amenities and noise. Applicant's planner further testified that the proposed apartment building could readily be converted to a conforming hotel or office space, if the market for such use materially changes. Applicant's planner further testified that this

proposed residential use of the 4.45-acre site will not substantially impair the integrity of the I-Industrial Zoning District, which encompasses a large area of the Township. Such zoning district was created several decades ago before changing demographics commenced in the South Jersey region, subsequent to the Great Recession beginning in 2007-08. The Mount Laurel Township Master Plan has not been re-examined to address this evolutionary change in demographics and how to address it from a planning perspective.

10. The Zoning Board Planner reviewed his December 14, 2015 report and did not pose any objection to the granting of the use variance, based on the proofs adduced on the record and the Applicant's willingness to address specific site related issues at the time of application of site plan approval and as set forth in his December 14, 2015 report.

11. The Township Traffic Engineer reviewed his December 15, 2015 report and did not pose any objection to the granting of the use variance, based on Applicant's willingness to address specific site related issues at the time of application of site plan approval and as set forth in his December 15, 2015 report.

12. The Zoning Board Engineer reviewed his November 11, 2015 report and did not pose any objection to the granting of the use variance, based on Applicant's willingness to address specific site related issues at the time of application of site plan approval and as set forth in his November 11, 2015 report.

13. The Township Fire Marshall did not object to the granting of the use variance, but opined that future comments may need to be addressed at the time of application for site plan approval.

14. The Zoning Board finds that the use variance should be granted for the reasons adduced on the record as set forth above and that the Applicant has satisfied both the "positive" and "negative" criteria of *N.J.S.A. 40:55D-70(d)(1)*. In addition, the Zoning Board finds that the subject property,

consisting of 4.45 acres, is minuscule is size within the overall I-Industrial Zoning District and that the granting of such use variance, does not inexorably alter the character of the zoning district to constitute a *de facto* rezoning. The Zoning Board emphasizes the granting of the use variance shall be subject to and conditioned upon the granting of a subsequent for site plan approval.

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of the Township of Mount Laurel that the within application Use Variance approval is hereby granted subject to the following conditions:

1. Applicant shall pay all taxes, fees and required escrow deposits which may be due and owing.
2. The Use Variance is subject to the granting of a future application for site plan approval, which shall address such issues, including but not limited, site layout, parking, building height, residential buffers, ingress/egress, noise, recreational and clubhouse amenities, landscaping, and cross-access easements.
3. Applicant shall comply with all requirements of Article 16 of the Mount Laurel Township Code for the provision of affordable housing and such other requirements that the Superior Court of New Jersey, Burlington County, may impose to ensure the Township of Mount Laurel receives full maximum credits toward its *Mount Laurel* obligation for this inclusionary project.

ROLL CALL VOTE

Those In Favor: 6

Those Opposed: 1

BE IT FURTHER RESOLVED that a certified copy of memorialization be sent via regular mail to the Applicant within ten (10) days of the date of adoption, and a copy of this Resolution shall be filed with the Township Clerk, Tax Assessor, Construction Official, and

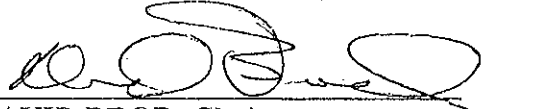
Zoning Officer. A brief notice of this decision shall be published in the official newspaper of the Township.

Attest:

MOUNT LAUREL ZONING BOARD



JENIFER DESIMONE, Secretary
ZONING BOARD OF ADJUSTMENT

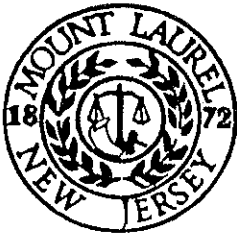


DAVID BROD, Chairman
ZONING BOARD OF ADJUSTMENT

Dated: March 2, 2016

Date of Approval: February 3, 2016

Date of Memorialization: March 2, 2016



MOUNT LAUREL TOWNSHIP
Zoning Board of Adjustment, Land Use Administrator
100 Mount Laurel Road
Mount Laurel, NJ 08054
PHONE 856-234-0001 x 1226
FAX: 856-273-0106

March 09, 2017

Robert S. Baranowski, Jr. Esquire
Hyland Levin LLP
6000 Sagemore Drive., Suite 6301
Marlton, NJ 08053

Re: DAVIS RACEWAY LLC- ZB#15-D-14
503 Fellowship Road, Block 1202, Lot 2
Major Preliminary and Final Site Plan with Bulk Variances
MEMORIALIZED RESOLUTUION

Dear Mr. Davis:

As you know, the Mount Laurel Township Zoning Board of Adjustment at their Regular meeting held January 11, 2017, approved your requested Use and Bulk Variances and the Amended Preliminary and Final Site Plan subject to conditions. The resolution was memorialized on March 01, 2017, two (2) original copies are enclosed for your information and sue. The legal notice was published in the Burlington County Times on Tuesday, March 07, 2017, as required by the Municipal Land Use Law. I have enclosed a copy of the affidavit of publication for your information and/or use.

You must now process your Amended Preliminary and Final Site Plan in accordance with the conditions of this approval and submit to my attention five (5) sets of pre-compliance site plans with a \$1,000.00 escrow check. On the Board's professionals have reviewed the pre-compliance plans and prepared reports the applicant will need to submit twelve (12) sets of final-compliance plans to my attention along with a \$1,000.00 escrow check.

Be advised, that your client's escrow account must be kept with a current balance. As, of today's date the escrow account has \$7,994.50.

If you have any questions regarding this action, please feel free to give me a call during normal business hours (845) 234-0001 ext. 1226 or by email jdesimone@mountlaurel.com.

Department of Community,
Zoning Board Division
Jenifer L. DeSimone
Jenifer L. DeSimone, Secretary
Zoning Board of Adjustment-Land Use Administrator

Encl.

C & enclosures: Brian List, ZB Chairman
William Long, ZB Engineer
Brian McVey, Fire Marshal
George Dittmar, Const. Official

Evan Crook, ZB Solicitor
Joseph Petrongolo, ZB Planner
Dennis DeKlerk, Tax Assessor
Resolution & Letter Files

STATE OF NEW JERSEY)
) ss:
)
COUNTY OF BURLINGTON)

JENIFER L. DESIMONE

of full age, being duly sworn

according to law, on her oath says,

that she is

Secretary

of the Zoning Board of Adjustment

of the TOWNSHIP OF MT. LAUREL

and that a notice of which the annexed is

a true copy, was published in the

Burlington County Times, a newspaper

printed and published daily in the

Township of Willingboro, County

of Burlington, State of New Jersey,

on the 7th day of

March, A.D. 2017

Jenifer L. DeSimone
Jenifer L. DeSimone, Secretary
Zoning Board of Adjustment

Sworn and Subscribed before me,

this 7th day of

March, 2017

GERALDINE F. BUCCI
Notary Public

NOTICE
ZONING BOARD
OF ADJUSTMENT
MOUNT LAUREL TOWNSHIP

NOTICE IS HEREBY GIVEN that the Mount Laurel Township Zoning Board of Adjustment in the Township of Mount Laurel in the County of Burlington and State of New Jersey took the following action at their Regular Meeting held March 1, 2017:

DANIEL F. AND MAUREEN SAMANNS, have received Bulk Variances to remove 2 existing sheds currently on the property, moving one shed (12' x 24') to the rear of the property line and adding

an additional shed (12' x 16') and is hereby granted. The property is in an R-2 Residential Zone and is located at 315 Linden Lane and is shown on the Tax Map in the Township of Mount Laurel as Block 101.18, Lot 17. This file is known in the records of the Zoning Board of Adjustment as #16-C-23.

BACK NINE RAMBLEWOOD ASSOCIATES, LLC, has received a Use Variance: 1) To install (3) permanent storage trailers (2 new and 1 existing) for modification to the area outside the kitchen and 2) To operate on the premises a proposed Swim Camp in conjunction with the existing Swim Club. The Applicant also requests approval to Amend Preliminary and Final Site Plan with Bulk Variances for Signage, Flag size and height of Flag pole and Design Walvers relating to Fence Height, Pergolas, Tents and the Construction of a Pavilion and is hereby granted. The property is in an ORC Outdoor Recreation Conservation Zone and is shown on the Tax Map of the Township of Mount Laurel as Block 1103, Lots 2, 6.01, 10 and 16.01. This file is known in the records of the Zoning Board of Adjustment as #16-C/D-19.

DAVIS RACEWAY LLC, was approved a (1) one year extension of the Use Variance approval to March 02, 2018, and is hereby granted. The property is in an Industrial Zone and is located at 503 Fellowship Road and is shown on the Tax Map in the Township of Mount Laurel as Block 1202, Lot 2. This file is known in the records of the Zoning Board of Adjustment as #15-D-14.

DAVIS RACEWAY LLC, has received Preliminary and Final Major Site Plan Approval with Bulk Variances to permit the construction of a (4) four-story apartment building with 144 units, consisting of 34 one bedroom and 68 two bedroom apartments, with 22 units low and moderate income housing 4 one bedroom and 18 two bedroom and is hereby granted. The property is in an Industrial Zone and is located at 503 Fellowship Road and is shown on the Tax Map in the Township of Mount Laurel as Block 1202, Lot 2. This file is known in the records of the Zoning Board of Adjustment as #15-D-14.

These files are available in the Department of Community Development, Zoning Board of Adjustment Division, located at 100 Mount Laurel Road, during normal business hours 8:00 A.M. to 4:00 P.M. for additional information, please contact the Board of Adjustment Secretary.

Brian List, Chairman
Jenifer L. DeSimone, Secretary
Zoning Board of Adjustment
Land Use Administrator
100 Mount Laurel Road
Mount Laurel, NJ 08054

Adv. Fee: \$ 65.70
BCT: March 7, 2017
Aff. Chg.: \$20.00 7085646

GERALDINE F. BUCCI
ID # 2440666
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires November 19, 2018

MOUNT LAUREL TOWNSHIP
ZONING BOARD OF ADJUSTMENT

DAVIS RACEWAY LLC
Preliminary and Final Major Site Plan Approval with Bulk Variances
503 Fellowship Road
(Block 1202, Lot 2)
ZB#15-D-14

WHEREAS, Applicant Davis Raceway LLC requests Preliminary and Final Major Site Plan Approval with Bulk Variances to permit the construction of a four-story apartment building with 144 units, consisting of 38 one bedroom and 106 two bedroom apartments, with 22 designated for low and moderate income housing on real property, more particularly described as Block 1202, Lot 2 on the Tax Map of the Township of Mount Laurel; and,

WHEREAS, the Applicant was previously granted Use Variance Approval by Zoning Board Resolution memorialized on March 2, 2016 for the property; and

WHEREAS, a public hearing on the present Application was held on January 11, 2017 on public and personal notice in accordance with the requirements of the Mount Laurel Township Code and N.J.S.A. 40:55D-12; and

WHEREAS, Applicant presented the following exhibits in support of the application at the public hearing:

A-1 Aerial View Image;

A-2 Color Site Plan prepared by Stout & Caldwell Engineers dated 9/23/16, last revised 10/3/16;

A-3 Concept /Building Plan 5 of 5 sheets floor plans prepared by Minno & Wasko, dated 10/10/16;

A-4 Signage Plans;

A-5 Sheet 4 of 5 large facade rendering (East Fellowship West facing 295);

A-6 Minno & Wasko sheets 1-5 dated 10/10/16 & 1/10/17; and

WHEREAS, after hearing and considering the testimony of Applicant's professional Engineer, Mark Malinowski, Stout & Caldwell Engineers, LLC, Applicant's professional Traffic Engineer, David R. Shropshire, P.E., Applicant's professional Architect, Bruce E. Englebaugh, Architect, Minno & Wasko, and the arguments of its attorney, Robert Baronowski, Esq., and the reports and testimony of the Zoning Board Planner, Zoning Board Engineer, Township Traffic Engineering Consultant and Township Fire Marshal, and no one appearing during the public comment period of the meeting, the Zoning Board finds as follows:

1. Applicant requests Preliminary and Final Major Site Plan Approval with Bulk Variances to permit the construction of a four-story apartment building with 144 units, consisting of 38 one bedroom and 106 two bedroom apartments, with 22 designated for low and moderate income housing on real property, more particularly described as Block 1202, Lot 2 on the Tax Map of the Township of Mount Laurel and located in the I Zone; and
2. The subject property was previously granted Use Variance Approval by Zoning Board Resolution memorialized on March 2, 2016.
3. Mitchell Davis stated the number of apartments units has changed to 144 units. There will not be an apartment used for the apartment manager, but there will be an office in the amenities area. The market rate bedroom mix will be 34 one bedroom units at \$1,600.00 and 88 two bedroom units at \$2,100.00 per month rent, and 22 units low and moderate income housing, which will be 4 one bedroom and 18 two bedroom units. The applicant dropped 1 unit to enlarge the clubhouse.
4. Applicant's Engineer, Mr. Malinowski, testified in regard to Exhibit A-1 (Aerial View Image) which indicates 283 parking spaces with 144 units onsite. Lot 1 has 282 of the total parking

spaces. He testified that the Applicant is seeking a Design waiver in regard to the size of recycling container size. Further, the Applicant is seeking a Design waiver for lighting 2' setback from curb line where 5' is required. The Applicant is also seeking bulk variance relief requesting that 1) no gates be required on the dumpster, 2) from signage requirements, 3) from buffer and setback requirements, 4) from the requirement for additional shrubs along the parking area between Fellowship Road and the southeast corner of the property, 5) from the required signage buffer, 6) requesting a residential facade sign (a request for a façade sign facing 295 was withdrawn) and 7) to permit for lighting 2' setback from curb line where 5' is required.

5. Applicant's professional Architect, Mr. Englebaugh, testified as to number of garages. He also reviewed the elevation of the building. Mitchell Davis indicated the garages will be leased on a first come/first serve basis.

6. The Applicant's Traffic Engineer, Mr. Shropshire, testified in regard to the trip generation of the proposed development and the site. He stated that the office traffic will be coming into the adjacent site in the morning as the apartment occupants will be going out, with the reverse occurring in the evening. As such, there will be no significant increase in traffic. The Applicant is going to talk with the County about the traffic signal.

7. The Zoning Board Planner reviewed his report dated December 19, 2016 and the Zoning Board Engineer reviewed his report dated December 23, 2016.

8. The Traffic Engineer reviewed his report dated December 15, 2016 and noted the applicant is proposing a cross access easement for parking. He noted that at the Use Variance hearing the proposed parking exceed the RSIS parking standards. Mr. Baranowski stated the Applicant can agree with all of comments in the Zoning Board Traffic Engineer's letter including the striping in the rear drive aisle.

9. The Township Fire Marshall reviewed his report dated December 16, 2016 and noted the building was 5A construction and needs to have a sprinkler system.
10. No public comment on the Application was made.
11. The Applicant specifically requests the following Bulk variances:
 - a. Relief from Section 154-92.7B to permit the monument sign to be less than 10' from the property line;
 - b. Relief from Section 154-92.7B(2) to allow a residential façade sign;
 - c. Relief from Section 138-36.3.D(1)(b) pertaining to recycling storage capacity (requiring 14.5 cubic yards) to allow for the proposed capacity of 10 cubic yards;
 - d. To allow for no gates being constructed in relation to the proposed dumpster;
 - e. Relief from Section 138-36.B to allow for 2' of setback of light fixtures from the curb as opposed to the required 5';
 - f. Relief from Section 138.26.E to allow light fixture setbacks of less than 5' from interior perimeter buffer lines, 5' from drive aisles and 10' from the right-of-way lines;
 - g. Relief from Section 154-68.D(2) to allow for a buffer of 17' as opposed to the required 50' along Fellowship Road and Rt. 295;
 - h. Relief from Section 154-68.B to allow for a 7.44' buffer as opposed to the required 100';
 - i. Relief from Section 138-36E regarding parking lot landscaping as the Applicant has agreed to consult and comply with the Zoning Board Planner as to landscaping recommendations;
 - j. Relief from Section 138-29 regarding recreational facilities as the Applicant has agreed to comply with the Board Planner's recommendations;
 - k. Relief from Section 138.20 regarding landscape buffers as the Applicant has agreed to consult and comply with the Zoning Board Planner as to landscaping recommendations;

12. The Zoning Board finds and concludes that the proposed bulk variances set forth in paragraph 11 (a) through (k) above should be granted based upon the testimony adduced on the record and set forth above, since the benefits substantially outweigh any detriments that could be discerned. The Zoning Board further finds and concludes that the granting of these bulk variances is in conformance with the previously granted use variance approval. The proposed bulk variances will not substantially impair, or cause a detriment to the adjoining property, neighborhood, Master Plan and Zoning Ordinance of Mount Laurel Township.

13. The Zoning Board grants a de Minimis waiver in regard to on-site parking spaces as recommended by the Board's professionals.

14. The Zoning Board finds the application for Preliminary and Final Major Site Plan Approval with Bulk Variances to permit the construction of a four-story apartment building with 144 units, consisting of 34 one bedroom, 88 two bedroom and 22 units low and moderate income housing (which will be 4 one bedroom and 18 two bedroom units) should be granted for the reasons set forth above.

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of the Township of Mount Laurel that the within application for Preliminary and Final Major Site Plan Approval with Bulk Variances as described above is hereby granted subject to the following conditions:

1. Applicant shall pay all taxes, fees and required escrow deposits which may be due and owing.
2. Applicant shall comply with all conditions of the previously granted use variance approval.
3. Applicant shall comply with the recommendations set forth in the December 19, 2016 Zoning Board Planner's Report, except as modified herein.

7. Applicant shall comply with the recommendations set forth in the December 23, 2016 Zoning Board Engineer's Report, except as modified herein.

8. Applicant shall comply with the recommendations set forth in the December 15, 2016 Township Traffic Engineering Consultant's Report, except as modified herein.

9. Applicant shall obtain any required outside agency approvals, including but not limited to, Burlington County Soil Conservation, Mount Laurel MUA and Burlington County Planning Board.


ROLL CALL VOTE

Those In Favor: 7

Those Opposed: 0

BE IT FURTHER RESOLVED that a certified copy of memorialization be sent via regular mail to the Applicant within ten (10) days of the date of adoption, and a copy of this Resolution shall be filed with the Township Clerk, Tax Assessor, Construction Official, and Zoning Officer. A brief notice of this decision shall be published in the official newspaper of the Township.

Attest:


JENIFER DESIMONE, Secretary

Dated: March 1, 2017

Date of Approval: January 11, 2017

Date of Memorialization: March 1, 2017

MOUNT LAUREL ZONING BOARD


BRIAN LIST, Chairman

MOUNT LAUREL TOWNSHIP
ZONING BOARD OF ADJUSTMENT
RESOLUTION NO. R-2019-ZB9

DAVIS RACEWAY LLC
Amended Preliminary and Final Major Site Plan Approval with Bulk Variances
and Submission Waivers
503 Fellowship Road
(Block 1202, Lots 1 & 2)
ZB#15-D-14

WHEREAS, Applicant Davis Raceway LLC requests Amended Preliminary and Final Major Site Plan Approval with Bulk Variances and Submission Waivers on real property, more particularly described as Block 1202, Lot 2 on the Tax Map of the Township of Mount Laurel. The Bulk variance is sought from Section 154-58 of the Zoning Ordinance to allow no buffer between the residential and non-residential properties and from Section 154-79 to allow lot coverage of 82.5%; and,

WHEREAS, the Applicant was previously granted Use Variance Approval by Zoning Board Resolution memorialized on March 2, 2016 and Preliminary and Final Major Site Plan Approval by Zoning Board Resolution memorialized on March 1, 2017 for the property; and

WHEREAS, a public hearing on the present Application was held on January 9, 2019 on public and personal notice in accordance with the requirements of the Mount Laurel Township Code and N.J.S.A. 40:55D-12; and

WHEREAS, Applicant presented the following exhibits in support of the application at the public hearing:

- A-1 Amended Site Plan;
- A-2 Original Site Plan;
- A-3 New Building Blue Print with Elevations;

A-4 Original Building Blue Prints;

A-5 Prospective of Clubhouse/Leasing Entrance; and

WHEREAS, after hearing and considering the testimony of Applicant's professional Engineer, Mark Malinowski, Stout & Caldwell Engineers, LLC, Applicant's professional Architect, Bruce E. Englebaugh, Architect, Minno & Wasko, and the arguments of its attorney, Robert Baronowski, Esq., and the reports and testimony of the Zoning Board Planner, Zoning Board Engineer, Township Traffic Engineering Consultant and Township Fire Marshal, and no one appearing during the public comment period of the meeting, the Zoning Board finds as follows:

1. Applicant requests Amended Preliminary and Final Site Plan approval with Bulk Variances and Submission Waivers. The Bulk variance is sought from Section 154-58 of the Zoning Ordinance to allow no buffer between the residential and non-residential properties and from Section 154-79 to allow lot coverage of 82.5%. on real property, more particularly described as Block 1202, Lots 1 & 2 on the Tax Map of the Township of Mount Laurel and located in the I Zone; and
2. The subject property was previously granted Use Variance Approval by Zoning Board Resolution memorialized on March 2, 2016 and Preliminary and Final Major Site Plan Approval by Zoning Board Resolution memorialized on March 1, 2017 for the property.
3. Applicant's Engineer, Mr. Malinowski, testified in regard to Exhibit A-1, Amended Site Plan and A-2 Original Site Plan. Exhibit A-1 showed an added front porch at the main entrance of building, outdoor seating and an altered garage configuration. The changes create an increased lot coverage from 79% to 82.3%. Mr. Malinowski testified that the applicant would like to amend the application to include and outdoor barbeque area further increasing the lot coverage to

82.5%. The applicant will install pervious pavement at the parking spaces along Route 295 to mitigate the increased impervious area. Additional changes include utility connection placement, landscape, lighting to the monument and façade signs, adding flag poles and lighting changes.

4. Applicant's professional Architect, Mr. Englebaugh, testified as to Exhibits A-3, New Building Blue Print with Elevation 4 pages, A-4, Original Building Elevation Plan set and A-5 Prospective of Clubhouse/ Leasing Entrance. Changes to the elevation include terraces to each unit, an outside porch at the front entrance, orientation of some of the garages and roofline. The unit mix and count will not change.

5. The Zoning Board Planner reviewed his report dated December 14, 2018 and requests detail for illumination of façade sign and monuments signs.

6. The Zoning Board Engineer reviewed his report dated December 20, 2018.

7. The Traffic Engineer reviewed his report dated January 9, 2019.

8. The Township Fire Marshall reviewed his report dated December 13, 2018 and asked the applicant to clarify the number of grills. The applicant testified that there will be one stationary gas grill.

9. No public comment on the Application was made.

10. The Applicant specifically requests the following Bulk variances:

a. Relief from Section 154-58 of the Zoning Ordinance to allow no buffer between the residential and non-residential properties;

b. Relief from Section 154-79 to allow lot coverage of 82.5%;

11. The Zoning Board finds and concludes that the proposed bulk variances set forth in paragraph 10 (a) and (b) above should be granted based upon the testimony adduced on the record and set forth above, since the benefits substantially outweigh any detriments that could be

discerned. The Zoning Board further finds and concludes that the granting of these bulk variances is in conformance with the previously granted use variance and Preliminary and Final Site Plan approvals. The proposed bulk variances will not substantially impair, or cause a detriment to the adjoining property, neighborhood, Master Plan and Zoning Ordinance of Mount Laurel Township.

13. The Zoning Board finds the application for Amended Preliminary and Final Major Site Plan Approval with Bulk Variances and Submission Waivers should be granted for the reasons set forth above.

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of the Township of Mount Laurel that the within application for Amended Preliminary and Final Major Site Plan Approval with Bulk Variances and Submission Waivers as described above is hereby granted subject to the following conditions:

1. Applicant shall pay all taxes, fees and required escrow deposits which may be due and owing.
2. Applicant shall comply with all conditions of the previously granted Use Variance and Preliminary and Final Major Site Plan Approvals, except as modified herein.
3. Applicant shall comply with the recommendations set forth in the December 14, 2018 Zoning Board Planner's Report, except as modified herein.
4. Applicant shall comply with the recommendations set forth in the December 20, 2018 Zoning Board Engineer's Report, except as modified herein.
5. Applicant shall comply with the recommendations set forth in the January 9, 2019 Township Traffic Engineering Consultant's Report, except as modified herein.

6. Applicant shall obtain any required outside agency approvals, including but not limited to, Burlington County Soil Conservation, Mount Laurel MUA and Burlington County Planning Board.

ROLL CALL VOTE

Those In Favor: 7


Those Opposed: 0

BE IT FURTHER RESOLVED that a certified copy of memorialization be sent via regular mail to the Applicant within ten (10) days of the date of adoption, and a copy of this Resolution shall be filed with the Township Clerk, Tax Assessor, Construction Official, and Zoning Officer. A brief notice of this decision shall be published in the official newspaper of the Township.

Attest:

MOUNT LAUREL ZONING BOARD

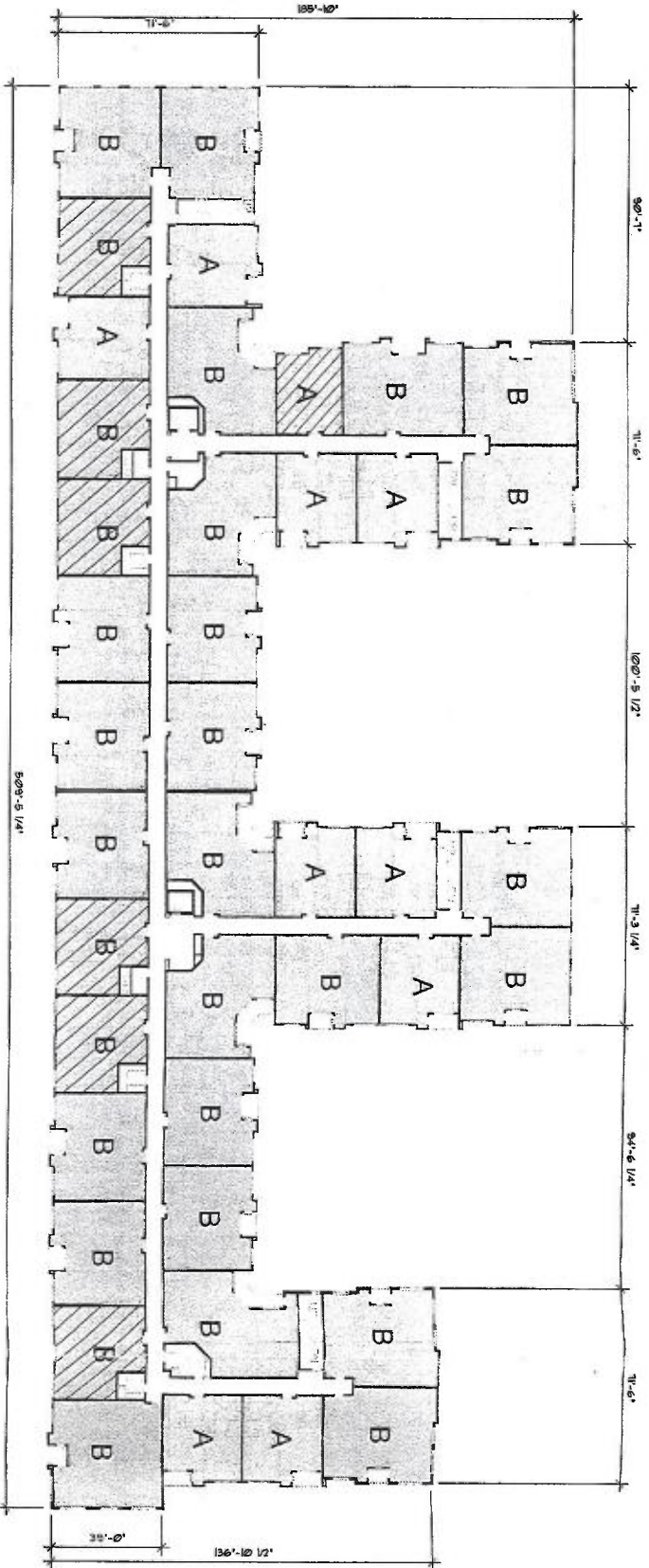

SUZANNA O'HAGAN, Secretary


BRIAN LIST, Chairman

Dated: 2-6-19

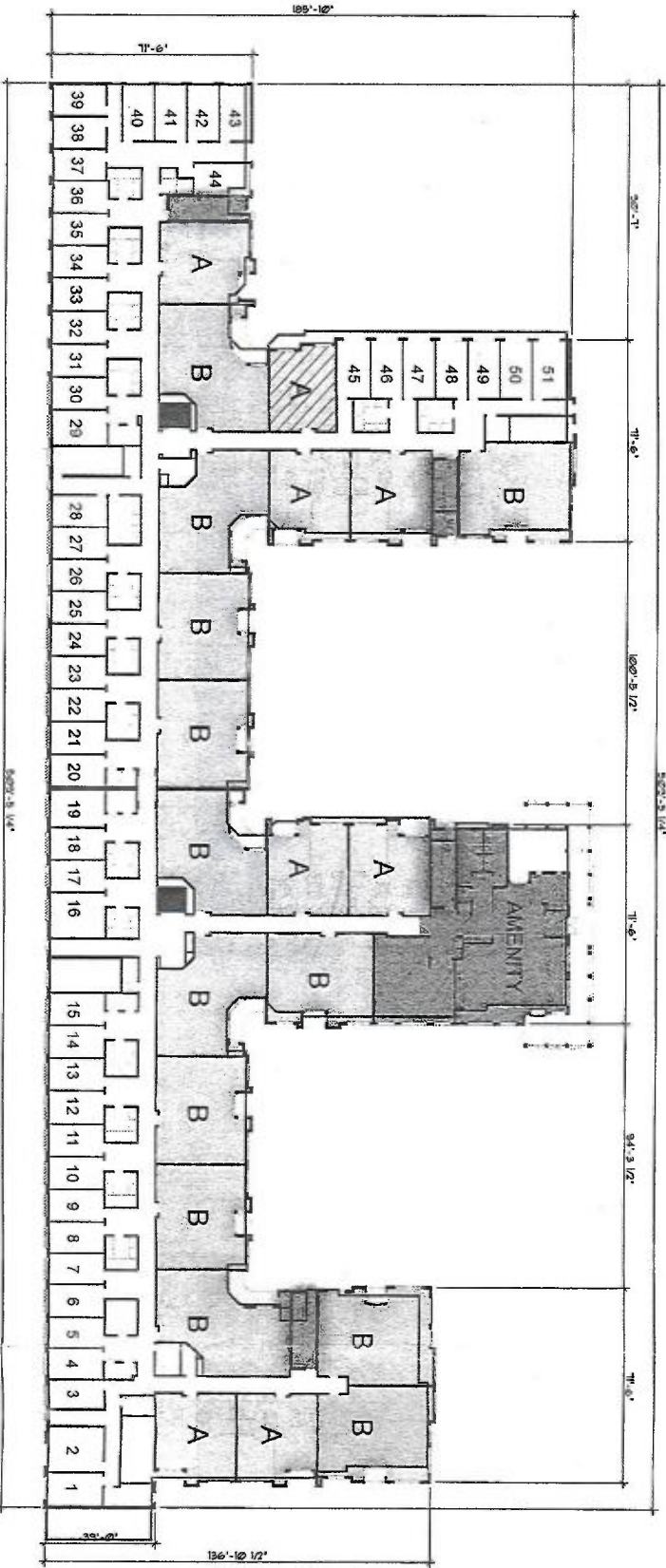
Date of Approval: January 9, 2019

Date of Memorialization: February 6, 2019



LEVELS 2,3 AND 4

Scale: 1" = 30'



GROUND LEVEL

Scale: 1" = 30'

LEGEND

☐ A (1 BR)

☐ B (2 BR)

☐ Garage

☐ Amenity

☐ Previously Submitted Building Footprint

| | | MARKET | | COAH | | | |
|------|-----|--------|-----|----------|------|-----|----------|
| | | 1 BR | 2BR | SUBTOTAL | 1 BR | 2BR | SUBTOTAL |
| 4TH | 9 | 25 | 34 | 1 | 6 | 7 | 41 |
| 3RD | 9 | 25 | 34 | 1 | 6 | 7 | 41 |
| 2ND | 9 | 25 | 34 | 1 | 6 | 7 | 41 |
| 1ST | 7 | 13 | 20 | 1 | 0 | 1 | 21 |
| TOT. | 34 | 88 | 122 | 4 | 18 | 22 | 144 |
| | 28% | 72% | | 18% | 82% | | |

2 OF 5
Revised Date: 01/09/2019
Original Date: 01/11/2017